

# ISACA-WELLINGTON Constitution

## 1. Introductory and general rules

- 1.1 Name:** The name of the society is **Information Systems Audit And Control Association (ISACA-WELLINGTON) Incorporated** (in this **Constitution** also referred to as the '**Chapter**').
- 1.2 ISACA Affiliation and Status:** **ISACA-WELLINGTON** is an affiliate of **ISACA**, whereas **ISACA** is the global provider of knowledge, certifications, communications, community, advocacy and education on information systems ('IS') assurance and security, enterprise governance and management of information technology ('IT'), and IT-related risks and compliance.
- 1.2.1 As an affiliate of **ISACA**, **ISACA-WELLINGTON** is an independent chapter of **ISACA**, engaged in the promotion of education of its **Members** for the improvement and development of their capabilities relating to the auditing of, management consulting in, or direct management of the fields of IT governance, IS audit, security, control, risk management, and assurance.
- 1.2.2 Although the **Chapter** is affiliated with **ISACA** and is subject to the Chapter Affiliation Agreement and other directives of the **ISACA** Board of Directors, the **Chapter** is a legally independent entity from **ISACA** as well as any other association, enterprise, or entity, and is responsible for its own legal and administrative affairs, including compliance with all applicable laws and regulations.
- 1.3 Not-for-profit status:** The **Chapter** operates as a not-for-profit organisation in accordance with clause 1.6. However, the **Chapter** is not and does not intend to be registered as a charitable entity under the Charities Act 2005.
- 1.4 Definitions:** In this **Constitution**, unless the context requires otherwise, the following words and phrases have the following meanings:
- '**Act**' means the Incorporated Societies Act 2022 (or any legislation which amends or replaces it from time to time), and any regulations made under the **Act** (or under any legislation which amends or replaces it).
- '**Annual General Meeting**' means a **General Meeting** of the **Members** of the **Chapter** held once per year which, among other things, will receive and consider reports on the **Chapter**'s activities and finances.
- '**Balance Date**' has the meaning set out in clause 7.4.
- '**Board**' means the **Chapter**'s governing body, made up of **Officers** being:

- (a) persons elected to be members of the **Board**, including those occupying a **Key Role** in the **Chapter**; and
- (b) the **Immediate Past President**.

**'Chapter'** (or **'ISACA-WELLINGTON'**) means the society constituted under this **Constitution**.

**'Constitution'** means this document, including any amendments from time to time.

**'General Meeting'** means either an **Annual General Meeting** or a **Special General Meeting** of the **Members** of the **Chapter**.

**'Immediate Past President'** means the most recent past President of the Chapter who, following completion of their elected term as President, holds an unelected advisory position on the **Board** without voting rights and without being counted for quorum purposes.

**'Interested Member'** means a **Member** who is interested in a matter for any of the reasons set out in section 62 of the **Act**.

**'Interests Register'** means the register of interests of **Officers**, kept under clause 6.4, as required by section 73 of the **Act**.

**'ISACA'** means Information Systems Audit and Control Association, Inc., CMMI® Institute, and its related or affiliated companies (collectively "**ISACA**").

**'ISACA-WELLINGTON'** (or **'Chapter'**) means the society constituted under this **Constitution**.

**'Key Roles'** means **Officers** holding a position of responsibility on the **Board**. The **Key Roles** are President, Vice-President, Secretary, and Treasurer.

**'Matter'** means:

- (a) the **Chapter's** performance of its activities or exercise of its powers; or
- (b) an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the **Chapter**.

**'Member'** means a person or entity having consented to become a **Member** of the **Chapter** and properly admitted to the **Chapter**, who has not ceased to be a **Member** of the **Chapter**.

**'Member Volunteers'** means a **Member** that voluntarily undertakes or expresses a willingness to serve the **Chapter**. A **Member Volunteer** is not a member of the **Board** unless elected.

‘**Notice**’ to a **Member(s)** includes any written notice given by e-mail, post, or courier.

‘**Officer**’ means a natural person who:

- (a) is an elected member of the **Board**; or
- (b) is the **Immediate Past President**; or
- (c) otherwise occupies a position in the **Chapter** that allows the person to exercise significant influence over the management or administration of the **Chapter** (if any).

‘**President**’ means the **Officer** responsible for chairing **General Meetings** and **Board** meetings, and who provides leadership for the **Chapter**.

‘**Purposes**’ means the primary purposes of the **Chapter**, as set out in clause 1.5.

‘**Register of Members**’ means the register of **Members** kept under clause 6.3, as required by section 79 of the **Act**.

‘**Secretary**’ means the **Officer** responsible for the matters specifically noted in this **Constitution**.

‘**Special General Meeting**’ means a **General Meeting** of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.

‘**Sub-Committee**’ means a group of **Officers** that are assigned to focus on a particular task or area, such as events or industry group relationships. A **Sub-Committee** generally makes recommendations to the **Board** for decision. A **Sub-Committee** may utilise **Member Volunteers**.

‘**Treasurer**’ means the **Officer** responsible for the matters specifically noted in this **Constitution**.

‘**Vice President**’ means the **Officer** elected or appointed to deputise in the absence of the **President**, or responsible for the matters specifically noted in this **Constitution**.

‘**Working Day**’ means any day other than a Saturday, a Sunday, or a public holiday observed in Auckland and/or Wellington, New Zealand.

**1.5 Purposes:** The primary **Purposes** of the **Chapter** are:

- (a) to work jointly with **ISACA** to support membership growth, management and retention;
- (b) to support **ISACA** in its quest to advance digital trust by promoting and elevating the visibility of our profession throughout New Zealand, with a focus on the Wellington region and the South Island;

- (c) to support **Members** to grow their skills and knowledge and earn the most in-demand credentials; and
- (d) to connect like-minded professionals and grow their skills and knowledge in information systems auditing, cybersecurity, and emerging technologies.

## 1.6 Chapter not to operate for financial gain:

1.6.1 The **Chapter** must not operate for the purpose of, or with the effect of:

- (a) distributing, any gain, profit, surplus, dividend, or other similar financial benefit to any of its **Members** (whether in money or in kind); or
- (b) having capital that is divided into shares or stock held by its **Members**; or
- (c) holding, property in which its **Members** have a disposable interest (whether directly, or in the form of shares or stock in the capital of the **Chapter** or otherwise).

1.6.2 Despite clause 1.6.1, the **Chapter** will not operate for the financial gain of **Members** simply if the **Chapter** (without limitation):

- (a) engages in trade;
- (b) pays a **Member** for matters that are incidental to the **Purposes** of the **Chapter**, and the **Member** is, or represents, a not-for-profit entity;
- (c) distributes funds to a **Member** to further the **Purposes** of the **Chapter**, where the **Member**:
  - (i) is a not-for-profit entity; and
  - (ii) is affiliated or closely related to the **Chapter**; and
  - (iii) has the same, or substantially the same, purposes as those of the **Chapter**;
- (d) reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Chapter** or while pursuing the **Chapter's Purposes**;
- (e) provides educational scholarships or grants to **Members**;
- (f) pays a **Member** a salary or wages or other payments for services to the **Chapter** on arm's length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting

in its own best interests; or are terms less favourable to the **Member** than those terms and the payment for services, or other transaction, does not include any share of a gain, profit, or surplus, percentage of revenue, or other reward in connection with any gain, profit, surplus, or revenue of the **Chapter**);

- (g) provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the **Purposes** of the **Chapter**; or
- (h) on removal of the **Chapter** from the Register of Incorporated Societies, has its surplus assets distributed under subpart 5 of Part 5 of the **Act** to a **Member** that is a not-for-profit entity.

**1.7 Restrictions on Chapter's powers:** The **Chapter** does not have the power to borrow money.

**1.8 Compliance with Act:** Nothing in this **Constitution** authorises the **Chapter** to do anything which contravenes or is inconsistent with the **Act** or any other applicable legislation.

## **2. Members**

**2.1 Types of Members:** The classes of membership and the method by which **Members** are admitted to different classes of membership are determined exclusively by **ISACA**. All membership types are considered financial **Members** and required to pay an annual subscription fee.

**2.2 Becoming a Member (consent and process):**

2.2.1 The terms and conditions of membership are determined exclusively by **ISACA**.

2.2.2 A membership with **ISACA** is a requirement for membership in the **Chapter**. Therefore, a person must join **ISACA** through signing up through the **ISACA** website and as part of the sign-up process, creating an **ISACA** account and joining the **Chapter**.

2.2.3 As part of the sign-up process, a **Member** agrees to **ISACA**'s terms of use, and consents to the **ISACA** Global Privacy Notice.

2.2.4 In accordance with **ISACA**'s Bylaws, a **Member** may transfer its membership to another **ISACA** chapter.

**2.3 Members' obligations and rights:**

- 2.3.1 A **Member** shall provide **ISACA** with the **Member's** name and contact details (namely, physical or e-mail address and a telephone number) through their **ISACA** account.
- 2.3.2 A **Member** must promptly update their **ISACA** account to notify **ISACA** of any changes to those details.
- 2.3.3 All **Members** agree to abide by **ISACA's** terms of use and all **ISACA** policies, including but not limited to **ISACA's** Code of Professional Ethics, **ISACA's** Non-Discrimination Policy, and **ISACA's** Anti-Harassment Policy.
- 2.3.4 All **Members** shall promote the interests and **Purposes** of the **Chapter** and shall do nothing to bring the **Chapter** into disrepute.
- 2.3.5 A **Member** is only entitled to exercise the rights of membership (including attending and voting at **General Meetings**, accessing or using the **Chapter's** premises, facilities, equipment and other property, and participating in **Chapter** activities) if:
  - (a) all **ISACA** membership subscriptions and all **Chapter** dues and fees payable to **ISACA** have been paid to **ISACA** (through **ISACA's** designated systems) by their respective due dates; and
  - (b) all non-dues charges payable directly to the **Chapter** (including event registration fees and any other charges permitted under clause 2.5.1) have been paid to the **Chapter** by their respective due dates.

## 2.4 Membership subscriptions and fees:

- 2.4.1 Subscription fees for membership of **ISACA** and fees for the products and services **ISACA** provides are determined exclusively by **ISACA** and **Members** are required to comply with **ISACA** payment terms and conditions.

## 2.5 Chapter and other fees:

- 2.5.1 The **Chapter** may require **Members** (and other persons, if applicable) to pay non-dues charges such as event registration fees, sponsorship, and donations (and any other amounts permitted by **ISACA** policy and applicable law). **Members** must pay non-dues charges directly to the **Chapter**, either through prepayment or upon invoice.
- 2.5.2 In accordance with **ISACA's** Bylaws, dues and fees for members of **Chapter** shall be set at the discretion of **Chapter**, but such dues and fees must be paid directly to **ISACA**. **ISACA** shall remit to the **Chapter** the applicable **Chapter** dues collected as set forth in **ISACA's** Bylaws or as agreed between **ISACA** and the **Chapter**.

2.5.3 The annual **Chapter** dues for membership for the following financial year shall be set at each **Annual General Meeting** under clause 3.4.1(d).

2.5.4 The consequences of non-payment by a **Member** shall be as follows:

- (a) non-payment of **Chapter** dues and fees payable to **ISACA** will be dealt with through **ISACA** systems and processes (including any effects on membership standing under **ISACA** rules); and
- (b) where any **Member** fails to pay any non-dues charge invoiced by the **Chapter** within 3 calendar months of the date it was due, the **Board** may take steps to recover the outstanding amount as a debt, including engaging a debt recovery process, with any reasonable recovery costs payable by the **Member**.

## 2.6 Cessation and Reinstatement of Membership:

2.6.1 Only **ISACA** has the authority to terminate or reinstate Association and Chapter membership of an individual. Termination or reinstatement of membership in the Association, for whatever reason, shall automatically terminate or reinstate membership in the Chapter.

## 3. General Meetings

### 3.1 Procedures for all General Meetings:

3.1.1 The **Board** shall give all **Members** at least 30 **Working Days' Notice** of any **General Meeting** and of the business to be conducted at that **General Meeting**.

3.1.2 **Notice** of a **General Meeting** will be addressed to each **Member** at the contact e-mail address recorded in the **Member's ISACA** account. However, a **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice** of the **General Meeting**.

3.1.3 **General Meetings** may be held at one or more venues by **Members** present in person and/or using any real-time audio, audio and visual, or electronic communication that gives each **Member** a reasonable opportunity to participate.

3.1.4 All **General Meetings** shall be chaired by the **President**. If the **President** is absent from a **General Meeting**, the Vice President shall act as chairperson for that **General Meeting**.

3.1.5 Any person chairing a **General Meeting** has a deliberative and, in the event of a tied vote, a casting vote (except in respect of elections).

- 3.1.6 Any person chairing a **General Meeting** may:
- (a) with the consent of a simple majority of **Members** present at any **General Meeting**, adjourn the **General Meeting** from time to time and from place to place (provided that no business shall be transacted when an adjourned **General Meeting** is resumed other than business left unfinished at the time of adjournment);
  - (b) direct that any person not entitled to be present at the **General Meeting**, obstructing the business of the **General Meeting**, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the President, be removed from the **General Meeting**; and
  - (c) in the absence of a quorum or in the case of emergency, adjourn the **General Meeting** or declare it closed.
- 3.1.7 The **Board** may propose motions for the **Chapter** to vote on (**'Board Motions'**), which shall be notified to **Members** with the **Notice** of the **General Meeting**.
- 3.1.8 Any **Member** may request that a motion be voted on (**'Member's Motion'**) at a **General Meeting**, by giving notice to the **Secretary** or **Board** at least 14 **Working Days** before that **General Meeting**. The **Member** may also provide information in support of the motion (**'Member's Information'**). If notice of a **Member's Motion** is given to the **Secretary** or **Board** before **Notice** of the **General Meeting** is given to **Members**, that **Notice** shall note the **Member's Motion** and any **Member's Information**.
- 3.1.9 Only **Members** may attend, speak and vote at **General Meetings**, whether:
- (a) in person; or
  - (b) electronically (by means of such media as the **Board** may designate, using a secure online voting tool for electronic voting); or
  - (c) through the **Member's** authorised representative as notified to the **Board** (in the case of **Members** which are not natural persons), provided that an authorised representative may vote only as that **Member** and may not appoint a proxy.

**3.2 Quorum and Voting:** No business may be validly transacted at a **General Meeting** unless a quorum of at least 15 eligible **Members** are present (and remain present throughout, whether in person or electronically).

- 3.2.1 If, within half an hour after the time appointed for a **General Meeting** a quorum is not present, the **General Meeting**:

- (a) if convened at the request of a **Member(s)**, shall be dissolved; or
- (b) in any other case, shall be adjourned to a day, time and place determined by the **President** of the **Chapter**. If at such adjourned **General Meeting** a quorum is not present, those **Members** present in person or electronically shall be deemed to constitute a sufficient quorum.

3.2.2 A **Member** is entitled to exercise one vote on any motion at a **General Meeting** in person or electronically, and voting at a **General Meeting** shall be by voices, secure online/electronic voting tool or by show of hands or, on demand of the President or of 2 or more **Members** present, by secret ballot.

3.2.3 Except where otherwise specified in this **Constitution**, all questions shall be decided by a simple majority of those present (in person or online) and voting at a **General Meeting** or voting by remote ballot.

3.2.4 Written resolutions may not be passed in lieu of a **General Meeting**.

**3.3 Annual General Meetings (timing):** An **Annual General Meeting** shall be held once a year on a date and at a location and/or using any electronic communication determined by the **Board** and consistent with any requirements in the **Act**, and the **Constitution** relating to the procedure to be followed at **General Meetings** shall apply. The **Annual General Meeting** must be held no later than the earlier of the following:

- (a) 4 months after the **Balance Date** of the **Chapter**; and
- (b) 15 months after the previous **Annual General Meeting**.

**3.4 Annual General Meetings (business and reporting):**

3.4.1 The business of an **Annual General Meeting** shall be to:

- (a) confirm the minutes of the last **Annual General Meeting** and any **Special General Meeting(s)** held since the last **Annual General Meeting**;
- (b) adopt the annual report on the operations and affairs of the **Chapter**;
- (c) adopt the **Board's** report on the finances of the **Chapter**, and the audited annual financial statements;
- (d) set the annual **Chapter** dues for the following financial year (in accordance with clause 2.5);

- (e) consider any motions of which **Members** have been advised in the **Notice** of the **Annual General Meeting**; and
- (f) consider any general business.

3.4.2 The **Board** must, at each **Annual General Meeting**, present the following information:

- (a) an annual report on the operation and affairs of the **Chapter** during the most recently completed accounting period;
- (b) the audited annual financial statements for that period; and
- (c) any disclosures of conflicts of interest made by **Officers** during that period (including a summary of the matters, or types of matters, to which those disclosures relate).

### 3.5 **Special General Meetings:**

3.5.1 **Special General Meetings** may be called at any time by the **President** or the **Board** by resolution.

3.5.2 The **Board** must call a **Special General Meeting** if it receives a written request signed by at least 5 percent of **Members**.

3.5.3 Any resolution or written request must state the business that the proposed **Special General Meeting** is to deal with.

3.5.4 The rules in this **Constitution** relating to the procedure to be followed at **General Meetings** shall apply to a **Special General Meeting**, and a **Special General Meeting** shall only consider and deal with the business specified in the **Board's** resolution or the written request by **Members** for the **Meeting**.

3.6 **Minutes:** The **Chapter** must keep minutes of all **General Meetings** and **Sub-Committee Meetings**.

## 4. **Governance: Board Composition and Officers**

### 4.1 **Board composition:**

4.1.1 The **Board** will consist of at least 5 elected **Officers**, of which 4 perform **Key Roles**. Additional **Officers** may be elected if required for the continuous operation and management of the **Chapter**, but in all cases the total number of elected **Officers** must not exceed 7.

4.1.2 **Officers** may hold more than one **Officer** role at a time if required for the continuous operation and management of the **Chapter**.

4.1.3 Any non-voting **Officers**, such as the **Immediate Past President**, may attend and speak at **Board** meetings in an advisory capacity but are not entitled to vote and are not counted for purposes of the quorum or the total number of elected **Officers** under clause 4.1.1.

**4.2 Officers must generally be Members:** All **Officers** of the **Board** must be **Members** of the Chapter, unless the specialist skills and experience required to fulfil a specific role cannot be met through the **Chapter's** membership, in which case a non-member may be appointed for that purpose. Any non-member appointed under this clause must comply with clause 4.4 and all other eligibility and consent requirements applicable to **Officers**.

**4.3 Functions and powers of the Board:**

4.3.1 From the end of each **Annual General Meeting** until the end of the next, the **Chapter** shall be managed by, or under the direction or supervision of, the **Board**, in accordance with the **Act** and this **Constitution**.

4.3.2 The **Board** has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the **Chapter**, subject to such modifications, exceptions, or limitations as are contained in the **Act** or in this **Constitution**.

**4.4 Qualifications and consent of Officers**

4.4.1 Every **Officer** must be a natural person who:

- (a) is ordinarily resident in New Zealand;
- (b) has consented in writing to be an Officer of the **Chapter**; and
- (c) certifies that they are not disqualified from being elected or appointed or otherwise holding office as an **Officer** of the **Chapter**.

4.4.2 A person is disqualified from being elected or appointed, or otherwise holding office, as an **Officer** of the **Chapter** if that person is disqualified under section 47(3) of the **Act**, being:

- (a) a person who is under 16 years of age;
- (b) a person who is an undischarged bankrupt;
- (c) a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993, or any other similar legislation;

- (d) a person who is disqualified from being a member of the governing body of a charitable entity under the Charities Act 2005;
- (e) a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years:
  - (i) an offence under subpart 6 of Part 4 or section 22 of the **Act**;
  - (ii) a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961);
  - (iii) an offence under section 143B of the Tax Administration Act 1994;
  - (iv) an offence, in a country other than New Zealand, that is substantially similar to an offence specified in clause 4.4.2(i), (ii) or (iii);
  - (v) a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere;
- (f) a person subject to:
  - (i) a banning order under subpart 7 of Part 4 of the **Act**; or
  - (ii) an order under section 108 of the Credit Contracts and Consumer Finance Act 2003; or
  - (iii) a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or
  - (iv) a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act; or
- (g) a person who is subject to an order that is substantially similar to an order referred to in clause 4.4.2(f) under a law of a country, State, or territory outside New Zealand that is a country, State, or territory prescribed by legislation (if any).

4.4.3 Prior to election or appointment as an **Officer** a person must:

- (a) consent in writing to be an **Officer**; and
- (b) certify in writing that they are not disqualified from being elected or appointed as an **Officer** either by this **Constitution** or the **Act** (and each such certificate shall be retained in the **Chapter's** records).

**4.5 Board Members (Election and appointment):** Where an election of **Officers** is to be held at a **General Meeting** (whether an **Annual General Meeting**, or a **Special General Meeting** expressly called for that purpose), the election shall be conducted as follows:

- (a) at least 14 **Working Days** before the date of the **General Meeting**, the **Board** shall give **Notice** to all **Members** by posting or e-mailing to them such information (not exceeding one side of an A4 sheet of paper) as may be supplied to the **Chapter** by or on behalf of each nominee, in support of the nomination;
- (b) the failure for any reason of any **Member** to receive such **Notice** shall not invalidate the election;
- (c) only nominees who are not disqualified from being appointed or holding office as an **Officer** (as described in clause 4.4) may stand for election and vote in elections;
- (d) if there are insufficient valid nominations received under this clause, but not otherwise, further nominations may be received from the floor at the **General Meeting**;
- (e) votes shall be cast in such a manner as the **President** at the **General Meeting** determines, subject to clause 4.5(f);
- (f) despite clause 3.2.3, in any election of an **Officer** conducted by ballot (including electronic ballot), a candidate must receive more than 50% of the valid votes cast (excluding abstentions and invalid votes) to be elected. If no candidate receives more than 50% of the valid votes cast on the first ballot, a further ballot must be held between the candidate(s) who received the highest number of votes on the first ballot and, if necessary to determine no more than two candidates for that further ballot, the candidate(s) who received the next highest number of votes. If the further ballot results in a tie, then clause 4.5(h) shall apply;
- (g) two **Members** (who are not nominees) or non-members appointed by the **President** shall act as scrutineers for the counting of votes and the secure retention and/or disposal of voting records (including voting papers, if any);
- (h) in the event of a tied result in any further ballot conducted under clause 4.5(f), the tie shall be resolved by the incoming **Board** (excluding any candidate who is subject to the tied result), and the candidate selected by the incoming **Board** shall be treated as having been duly elected despite the tie; and
- (i) in addition to **Officers** elected under the foregoing provisions of this clause, the **Board** may appoint other **Officers** for a specific purpose, or for a limited period, or generally until the next **Annual General Meeting**.

Unless otherwise specified by the **Board** any person so appointed shall have full speaking and voting rights as an **Officer** of the **Chapter**. Any such appointee must, before appointment, supply a signed consent to appointment and a certificate that the nominee is not disqualified from being appointed or holding office as an **Officer** (as described in clause 4.4).

**4.6 Board Members (Term of Office):** The term of office for **Officers** elected to the **Board** shall be:

- (a) 2 years for **Officers** with the role of President, Vice President, Secretary or Treasurer, expiring from when first elected at an **Annual General Meeting**; and
- (b) 1 year for all other **Officers**, expiring from when first elected at an **Annual General Meeting**; provided that
- (c) no **Officer** shall serve for more than 2 consecutive terms. However, if there is an **Officer** who has already held two consecutive terms in the same **Chapter** office, and there are no other **Members** standing for that same **Officer** role, then the incumbent **Officer** may hold that office for an additional term or consecutive terms until another **Member** becomes available and is elected.

**4.7 Vacancies:** If an **Officer** position becomes vacant, the **Board** may appoint an eligible **Member** to fill the vacancy on an interim basis, provided that:

- (a) a person so appointed holds office until the earlier of:
  - (i) the close of the next **Annual General Meeting**; or
  - (ii) the close of a **Special General Meeting** called to fill that vacancy;
- (b) where the vacancy relates to a Key Role, the **Board** may resolve to call a **Special General Meeting** for the purpose of electing a **Member** to fill the vacancy (rather than making an interim appointment persisting until the next **Annual General Meeting**); and
- (c) except as provided in this clause, elections of **Officers** shall occur only at an **Annual General Meeting**.

**4.8 Transitional election arrangements:** This clause applies on and from the adoption of this **Constitution** and operates despite any other provision of this **Constitution** dealing with the term of office for **Officers** or the timing of elections.

- 4.8.1 The **Officers** in office immediately before the adoption of this **Constitution** will continue to hold office until the close of the **Annual**

**General Meeting** at which the **Members** resolve to adopt this **Constitution**.

- 4.8.2 At the **Annual General Meeting** at which the **Members** resolve to adopt this **Constitution**, the **Chapter** will hold elections for all **Officer** positions which are subject to election under this **Constitution** (including the **Key Roles**).
- 4.8.3 Each **Officer** elected under clause 4.8.2 shall hold office for the term specified in clause 4.6, expiring at the close of the relevant **Annual General Meeting** in accordance with that clause.
- 4.8.4 For the avoidance of doubt, elections will ordinarily be held at an **Annual General Meeting** and may be held at a **Special General Meeting** only to the extent expressly permitted by this **Constitution** (including to fill a vacancy under clause 4.7(b)).

**4.9 Board Members (Removal from Office):** An **Officer** may be removed as a member of the **Board** by resolution of the **Board** (passed by not less than two-thirds of the voting **Officers** present and voting on the question) or the **Chapter** (passed by a simple majority of the **Members** present and voting at a **General Meeting**) where:

- (a) the **Officer** elected to the **Board** has been absent from 2 **Board** meetings without leave of absence from the **Board**;
- (b) the **Officer**, while serving on a **Sub-Committee**, has been absent from 2 **Sub-Committee** meetings without leave of absence from the **Sub-Committee**;
- (c) in the opinion of the **Board** or the **Chapter**, the **Officer** has brought the **Chapter** into disrepute;
- (d) the **Officer** has failed to disclose a conflict of interest;
- (e) the **Board** passes, by the vote of two-thirds of the **Officers** voting, a vote of no confidence in the **Officer**, with or without specified cause; or
- (f) in the opinion of the **Board** or the **Chapter** the **Officer** has failed to comply with the **Board's** Code of Conduct,

with effect from (as applicable) the date specified in a resolution of the **Board** or **Chapter**.

**4.10 Process for Board Members to be Removed from Office:** Before any resolution is passed under clause 4.9 to remove an **Officer**, the **Officer** concerned must be given:

- (a) written notice of the proposed resolution and the grounds relied upon; and

- (b) a reasonable opportunity to respond, either in writing or orally at the meeting considering the resolution.

#### 4.11 Ceasing to hold office:

4.11.1 An **Officer** ceases to hold office as a member of the **Board** when they resign (by notice in writing to the **Board**), are removed, die, or otherwise vacate office, in accordance with section 50(1) of the **Act**.

4.11.2 Each **Officer** shall within 14 **Working Days** of submitting a resignation or otherwise ceasing to hold office, deliver to the **Board** all books, papers and other property of the **Chapter** held by such former **Officer**.

#### 4.12 Officers' duties: At all times each **Officer**:

- (a) shall act in good faith and in what he or she believes to be the best interests of the **Chapter** and follow the **Board's** Code of Conduct;
- (b) must exercise all powers for a proper purpose;
- (c) must not act, or agree to the **Chapter** acting, in a manner that contravenes the **Act** or this **Constitution**;
- (d) when exercising powers or performing duties as an **Officer**, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation:
  - (i) the nature of the **Chapter**;
  - (ii) the nature of the decision; and
  - (iii) the position of the **Officer** and the nature of the responsibilities undertaken by him or her;
- (e) must not agree to the activities of the **Chapter** being carried on in a manner likely to create a substantial risk of serious financial loss to the **Chapter** or to the **Chapter's** creditors, or cause or allow the activities of the **Chapter** to be carried on in a manner likely to create a substantial risk of serious financial loss to the **Chapter** or to the **Chapter's** creditors; and
- (f) must not agree to the **Chapter** incurring an obligation unless he or she believes at that time on reasonable grounds that the **Chapter** will be able to perform the obligation when it is required to do so.

4.13 **Conflicts of interest:** An **Officer** or member of a **Sub-Committee** who is an **Interested Member** in respect of any **Matter** being considered by the **Chapter**, must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the **Board** and/or **Sub-**

**Committee**, which shall be recorded in the **Interests Register** kept by the **Board**.

4.13.1 Disclosure must be made as soon as practicable after the **Officer** or member of a **Sub-Committee** becomes aware that they are interested in the **Matter**.

4.13.2 An **Officer** or member of a **Sub-Committee** who is an **Interested Member** regarding a **Matter**:

- (a) must not vote or take part in the decision of the **Board** and/or **Sub-Committee** relating to the **Matter** unless all members of the **Board** who are not interested in the **Matter** consent; and
- (b) must not sign any document relating to the entry into a transaction or the initiation of the **Matter** unless all members of the **Board** who are not interested in the **Matter** consent; but
- (c) may take part in any discussion of the **Board** and/or **Sub-Committee** relating to the **Matter** and be present at the time of the decision of the **Board** and/or **Sub-Committee** (unless the **Board** and/or **Sub-Committee** decides otherwise).

4.13.3 However, an **Officer** or member of a **Sub-Committee** who is prevented from voting on a **Matter** may still be counted for the purpose of determining whether there is a quorum at any meeting at which the **Matter** is considered.

4.13.4 Where 50 per cent or more of **Officers** are prevented from voting on a **Matter** because they are interested in that **Matter**, a **Special General Meeting** must be called to consider and determine the **Matter**, unless all non-interested **Officers** resolve that the **Matter** is minor or administrative in nature and does not warrant referral to a **Special General Meeting**.

4.13.5 Where 50 per cent or more of the members of a **Sub-Committee** are prevented from voting on a **Matter** because they are interested in that **Matter**, the **Board** shall consider and determine the **Matter**.

## 5. Board and Committee meetings

### 5.1 Frequency and Notice of Board meetings:

5.1.1 The **Board** shall meet at least quarterly, at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the **President** or **Secretary**. **Members** shall be invited to attend such **Board** meetings (provided that attendance as a **Member** confers no voting rights).

5.1.2 The **Secretary**, or other **Board** member nominated by the **Board**, shall give to all **Board** members not less than 14 **Working Days' Notice** of **Board** meetings, but in cases of urgency a shorter period of notice shall suffice (to an absolute minimum of 48 hours' notice).

## 5.2 **Board Meeting Procedures:**

5.2.1 A meeting of the **Board** may be held either:

- (a) by a number of the members of the **Board** who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
- (b) by means of audio, or audio and visual, communication by which all members of the **Board** participating and constituting a quorum can simultaneously hear each other throughout the meeting.

5.2.2 The quorum for **Board** meetings is at least half the number of voting members of the **Board**. For the avoidance of doubt, any person who is entitled to attend Board meetings but does not have a vote (including the Immediate Past President, if applicable) does not count towards the quorum.

5.2.3 The President is the chair of the **Board**. If at a meeting of the **Board**, the President is not present, the Vice President shall act as the chair. If the Vice President is not present members of the **Board** present may choose one of their number to be acting President of the meeting. The President has a casting vote in the event of a tied vote on any motion before the **Board**.

5.2.4 Except as otherwise provided in this **Constitution**, the **Board** may regulate its own procedure.

5.3 **Board Resolutions and Voting:** A resolution of the **Board** is passed at any meeting of the **Board** if a majority of the votes cast on it are in favour of the **resolution**. Every **Officer** on the **Board** shall have one vote, except for the **Immediate Past President**, who acts as an advisor to the **Board** without voting rights.

5.4 **Sub-Committees (Establishment and Procedures):** The **Board** may appoint **Sub-Committees** consisting of **Members** of the **Chapter** and for such purposes as it thinks fit. Unless otherwise resolved by the **Board**:

- (a) the quorum of every **Sub-Committee** is half the members of the **Sub-Committee** but not less than 2;
- (b) a **Sub-Committee** may utilise **Member Volunteers** with approval from the **Board**;

- (c) no **Sub-Committee** shall have power to co-opt additional members;
- (d) a **Sub-Committee** must not commit the **Chapter** to any financial expenditure without express authority from the **Board**; and
- (e) a **Sub-Committee** must not further delegate any of its powers.

## 5.5 General matters relating to Board and Sub-Committees:

- 5.5.1 The **Board** and any **Sub-Committee** may act by resolution approved during a conference call using audio and/or audio-visual technology or through a written ballot conducted by e-mail, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the next **Board** or **Sub-Committee** meeting.
- 5.5.2 Other than as prescribed by the **Act** or this **Constitution**, the **Board** or any **Sub-Committee** may regulate its proceedings as it thinks fit.

## 6. Administration and Management

**6.1 Registered office:** The registered office of the **Chapter** shall be at such place in New Zealand as the **Board** from time to time determines. Changes to the registered office shall be notified to the Registrar of Incorporated Societies:

- (a) at least 5 working days before the change of address for the registered office is due to take effect; and
- (b) in a form and as required by the **Act**.

**6.2 Contact person(s):** The **Chapter** shall have at least 1 but no more than 3 contact person(s) whom the Registrar can contact when needed. The **Chapter's** contact person must be an **Officer** holding a **Key Role**.

6.2.1 Each contact person's name must be provided to the Registrar of Incorporated Societies, along with their contact details, including:

- (a) a physical address or an electronic address; and
- (b) a telephone number.

6.2.2 Any change in that contact person or that person's name or contact details, shall be advised to the Registrar of Incorporated Societies within **20 Working Days** of that change occurring, or the **Chapter** becoming aware of the change.

**6.3 Register of Members:** The **Chapter** must maintain a **Register of Members**. For administrative convenience, the **Register of Members** is maintained within **ISACA's** membership system, to which authorised **Officers** have access, and the

**Chapter** will ensure that it can access and produce the **Register of Members** as required under the **Act**.

6.3.1 The Register of Members shall specify for each **Member**:

- (a) their name; and
- (b) the date on which they became a **Member**;
- (c) their membership type, occupation, and certifications held; and
- (d) their contact details, including:
  - (i) a physical (postal) address and an electronic (e-mail) address; and
  - (ii) a telephone number.

6.3.2 **The Register of Members** will also include, in relation to each former **Member** having ceased to be a **Member** in the previous seven years, the name of that former **Member** and the date on which that person ceased to be a **Member**.

6.3.3 Every current **Member** shall promptly advise **ISACA** of any change of the **Member's** contact details.

**6.4 Interests Register:** The **Board** shall at all times maintain an up-to-date **Interests Register** recording the interests disclosed by **Officers** and by the members of any **Sub-Committee**.

**6.5 Access to information for Members:** A **Member** may at any time make a written request to the **Chapter** for information held by the **Chapter**, specifying the information sought in sufficient detail to enable the information to be identified.

6.5.1 The **Chapter** must, within a reasonable time after receiving a request:

- (a) provide the information; or
- (b) agree to provide the information within a specified period; or
- (c) agree to provide the information within a specified period if the **Member** pays a reasonable charge to the **Chapter** (which must be specified and explained) to meet the cost of providing the information; or
- (d) refuse to provide the information, specifying the reasons for the refusal.

6.5.2 Without limiting the reasons for which the **Chapter** may refuse to provide the information, the **Chapter** may refuse to provide the information if:

- (a) withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons; or
- (b) the disclosure of the information would, or would be likely to, prejudice the commercial position of the **Chapter** or of any of its **Members**; or
- (c) the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the **Chapter**; or
- (d) the information is not relevant to the operation or affairs of the **Chapter**; or
- (e) withholding the information is necessary to maintain legal professional privilege; or
- (f) the disclosure of the information would, or would be likely to, breach an enactment; or
- (g) the burden to the **Chapter** in responding to the request is substantially disproportionate to any benefit that the **Member** (or any other person) will or may receive from the disclosure of the information; or
- (h) the request for the information is frivolous or vexatious; or
- (i) the request seeks information about a dispute or complaint which is or has been the subject of the procedures for resolving such matters under this **Constitution** and the **Act**.

6.5.3 If the **Chapter** requires the **Member** to pay a charge for the information, the **Member** may withdraw the request, and must be treated as having done so unless, within 10 **Working Days** after receiving notification of the charge, the **Member** informs the **Chapter**:

- (a) that the **Member** will pay the charge; or
- (b) that the **Member** considers the charge to be unreasonable.

6.5.4 Nothing in this clause limits Information Privacy Principle 6 of the Privacy Act 2020 relating to access to personal information.

## 7. Financial Management

7.1 **Control and management of funds:** The funds and property of the **Chapter** shall be:

- (a) controlled, invested and disposed of by the **Board**, subject to this **Constitution**; and
- (b) devoted solely to the promotion of the **Purposes** of the **Chapter**.

**7.2 Bank Accounts:** The **Board** shall maintain bank accounts in the name of the **Chapter**. Bank accounts must be with a bank that is registered with the Reserve Bank of New Zealand. All money received on account of the **Chapter** shall be banked within 5 **Working Days** of receipt. All accounts paid or for payment shall be submitted to the **Board** for approval of payment.

**7.3 Accounting Records:** The **Board** must ensure that there are kept at all times accounting records which correctly record the transactions of the **Chapter** and allow the **Chapter** to produce financial statements that comply with the requirements of the **Act** and can be readily and properly audited.

7.3.1 The **Board** must establish and maintain a satisfactory system of control of the **Chapter's** accounting records.

7.3.2 The accounting records must be kept for the current and the last 7 completed accounting periods of the **Chapter**, in written form or in a form or manner that is easily accessible and convertible into written form.

**7.4 Balance Date:** The **Chapter's** financial year shall commence on 1 January and end on 31 December of each year (the latter date being the **Chapter's Balance Date**).

**7.5 Insurance:** The **Board** shall ensure that the **Chapter** carries at all times adequate insurance coverage to protect against all risks associated with the **Chapter's** activities.

**7.6 Indemnification:** To the extent permitted under the **Act**:

7.6.1 The **Chapter** shall indemnify any and all of its **Officers** or former **Officers** or any person who may have served at its request or by its election as a director or officer of another organisation, against expenses actually and necessarily incurred by them in connection with the defence or settlement of any proceeding in which they, or any of them, are made parties, or a party, by reason of being or having been an **Officer** of the **Chapter** or of such other organisation, except in relation to matters as to which any such person is adjudged in such proceeding to be liable for wilful misconduct in performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability.

7.6.2 In accordance with the Chapter Affiliation Agreement, the **Chapter** shall indemnify, hold harmless, and defend **ISACA** and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors and permitted assigns against any and all losses, damages,

liabilities, deficiencies, claims, actions, lawsuits, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under the Chapter Affiliation Agreement and the cost of pursuing any insurance providers, incurred by the aforementioned parties, arising out of or relating to any claim of a third party.

- 7.6.3 The indemnification provided under this clause shall not be deemed exclusive of any other rights to which anyone seeking indemnification may be entitled under any bylaw, agreement, vote of members, or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

## 8. Dispute Resolution

### 8.1 Meanings of dispute and complaint:

- 8.1.1 A **dispute** is a disagreement or conflict involving the **Chapter** and/or its **Members** in relation to specific allegations set out below, and may be between any of the following persons:

- (a) 2 or more **Members**;
- (b) 1 or more **Members** and the **Chapter**;
- (c) 1 or more **Members** and 1 or more **Officers**;
- (d) 2 or more **Officers**;
- (e) 1 or more **Officers** and the **Chapter**; or
- (f) 1 or more **Members** or **Officers** and the **Chapter**.

- 8.1.2 A dispute may relate to any of the following allegations:

- (a) a **Member** or an **Officer** has engaged in misconduct;
- (b) a **Member**, an **Officer** or the **Chapter** has breached, or is likely to breach, a duty under this **Constitution**, the **Chapter's** bylaws or other policies, or the **Act**;
- (c) a **Member's** rights or interests as a **Member** have been damaged, or **Members'** rights or interests generally have been damaged.

- 8.1.3 A **Member**, an **Officer**, or the **Chapter** makes a **complaint** if:

- (a) the **Member** or **Officer** starts a procedure for resolving a dispute in accordance with this **Constitution**; or

- (b) the **Chapter** starts a procedure for resolving a dispute in accordance with this **Constitution** (for example, if the **Chapter** starts a disciplinary action against a **Member** or **Officer** in relation to a category of allegation set out in clause 8.1.2).

## 8.2 Process for making complaints:

8.2.1 A **Member** or an **Officer** may make a complaint by giving to the **Board** (or a complaints **Sub-Committee**) a notice in writing that:

- (a) states that the **Member** or **Officer** is starting a procedure for resolving a dispute in accordance with the **Chapter's Constitution**;
- (b) sets out the allegation or allegations to which the dispute relates and whom the allegation is against;
- (c) sets out any other information reasonably required by the **Chapter**.

8.2.2 The **Chapter** may make a complaint involving an allegation or allegations against a **Member** or an **Officer** by giving to the **Member** or **Officer** a notice in writing that:

- (a) states that the **Chapter** is starting a procedure for resolving a dispute in accordance with the **Chapter's Constitution**; and
- (b) sets out the allegation to which the dispute relates.

8.2.3 The information given under clause 8.2.1 or 8.2.2 must be sufficient to ensure that a person against whom an allegation is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.

8.2.4 A complaint may be made in any other reasonable manner permitted at the discretion of the **Board** or complaints **Sub-Committee**.

8.2.5 All **Members** (including the **Board**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Chapter's** activities.

8.2.6 The complainant raising a dispute, and the **Board**, must consider and discuss whether a dispute may best be resolved through informal discussions, mediation, arbitration, or a tikanga-based practice. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

**8.3 Complainant and respondent have right to be heard:** A complainant has a right to be heard before the complaint is resolved or any outcome is determined. If the **Chapter** makes a complaint, an **Officer** may exercise that right on behalf of the **Chapter**. Without limiting the manner in which the **Member, Officer**, or

**Chapter** may be given the right to be heard, they must be taken to have been given the right if:

- (a) they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held);
- (b) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing;
- (c) an oral hearing (if any) is held before the decision maker; and
- (d) the **Member's**, **Officer's**, or the **Chapter's** written or verbal statement or submissions (if any) are considered by the decision maker.

#### **8.4 Person who is subject of complaint has right to be heard:**

8.4.1 This clause applies if a complaint involves an allegation that a **Member**, an **Officer**, or the **Chapter** (the 'respondent'):

- (a) has engaged in misconduct;
- (b) has breached the **Board's** Code of Conduct;
- (c) has breached, or is likely to breach, a duty under this **Constitution**, the **Chapter's** bylaws or other policies, or the **Act**; or
- (d) has damaged the rights or interests of a **Member** or the rights or interests of **Members** generally.

8.4.2 The respondent has a right to be heard before the complaint is resolved or any outcome is determined.

8.4.3 If the respondent is the **Chapter**, an **Officer** may exercise the right on behalf of the **Chapter**.

8.4.4 Without limiting the manner in which a respondent may be given a right to be heard, a respondent must be taken to have been given the right if:

- (a) the respondent is fairly advised of all allegations concerning the respondent, with sufficient details and time given to enable the respondent to prepare a response;
- (b) the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held);
- (c) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing;
- (d) an oral hearing (if any) is held before the decision maker; and

- (e) the respondent's written statement or submissions (if any) are considered by the decision maker.

**8.5 Investigating and determining dispute:** The **Chapter** must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with its **Constitution**, ensure that the dispute is investigated and determined. Disputes must be dealt with under the **Constitution** in a fair, efficient, and effective manner and in accordance with the provisions of the **Act**.

**8.6 Chapter may decide not to proceed further with complaint:** Despite clause 8.5, the **Chapter** may decide not to proceed further with a complaint if:

- (a) the complaint is trivial;
- (b) the complaint does not appear to disclose or involve any allegation of the kind set out in clause 8.1.2;
- (c) the complaint appears to be without foundation or there is no apparent evidence to support it;
- (d) the person who makes the complaint has an insignificant interest in the matter;
- (e) the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under this **Constitution**; or
- (f) there has been an undue delay in making the complaint.

**8.7 Chapter may refer complaint:**

8.7.1 The **Chapter** may refer a complaint to:

- (a) a **Sub-Committee** or an external person, to investigate and report;  
or
- (b) a **Sub-Committee**, an arbitral tribunal, or an external person, to investigate and make a decision.

8.7.2 The **Chapter** may, with the consent of all parties to a complaint, refer the complaint to any type of consensual dispute resolution (for example, mediation, facilitation, or a tikanga-based practice).

**8.8 Decision makers:** A person may not act as a decision maker in relation to a complaint if the majority of members of the **Board** or a complaints **Sub-Committee** consider that there are reasonable grounds to believe that the person may not be:

- (a) impartial; or
- (b) able to consider the matter without a predetermined view.

## 9. Alteration of Constitution

### 9.1 Amendment Procedures: All amendments must be made in accordance with this **Constitution**.

9.1.1 Any minor or technical amendments shall be notified to **Members** as required by section 31 of the **Act**.

9.1.2 The **Chapter** may amend or replace this **Constitution** at a **General Meeting** by a resolution passed by a two-thirds majority of those **Members** present and voting. Any motion to amend or replace this **Constitution** shall be signed by at least 5 percent of eligible **Members** and given in writing to the **Board** at least 30 **Working Days** before the **General Meeting** at which the resolution is to be considered and accompanied by a written explanation of the reasons for the proposal.

9.1.3 At least 30 **Working Days** before the **General Meeting** at which any amendment is to be considered, the **Board** shall give to all **Members** **Notice** of the motion, the reasons for the proposal, and any recommendations the **Board** has.

### 9.2 ISACA Approval and Notification: Written permission must be obtained from **ISACA** to confirm that any amendments do not contravene in any material respect **ISACA**'s Articles of Incorporation, Bylaws or Policies and Procedures. The **Board** will notify **ISACA** in writing of any proposed amendments, and send **ISACA** a copy of the proposed amendment(s) to this **Constitution**, with changes indicated, prior to any changes taking effect.

### 9.3 Registration of Amendments: When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in the **Act** for registration, and shall take effect from the date of registration.

## 10. Liquidation and removal from the register

### 10.1 Resolving to put Chapter into liquidation:

10.1.1 The **Chapter** may be liquidated in accordance with the provisions of Part 5 of the **Act**. The **Board** shall give 20 **Working Days**' **Notice** to all **Members** of the motion to put the **Chapter** into liquidation.

10.1.2 The **Board** shall also give **Notice** to all **Members** of the **General Meeting** at which any such motion is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**.

10.1.3 Any resolution to put the **Chapter** into liquidation must be passed by a simple majority of **Members** present and voting.

## 10.2 Resolving to apply for removal from the Register:

10.2.1 **The Chapter** may be removed from the Register of Incorporated Societies in accordance with the provisions of Part 5 of the **Act**.

10.2.2 The **Board** shall give 30 **Working Days' Notice** to all **Members** of the motion to remove the **Chapter** from the Register of Incorporated Societies.

10.2.3 The **Board** shall also give **Notice** to all **Members** of the **General Meeting** at which any such motion is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**.

10.2.4 Any resolution to remove the **Chapter** from the Register of Incorporated Societies must be passed by a two-thirds majority of all **Members** present and voting.

## 10.3 Surplus assets:

10.3.1 If the **Chapter** is liquidated or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**.

10.3.2 On the **Chapter's** liquidation or removal from the Register of Incorporated Societies, its surplus assets, after payment of all debts, costs and liabilities, shall be vested in Make A Wish Foundation of New Zealand Trust (CC24625) or The Royal New Zealand Society for the Prevention of Cruelty to Animals Incorporated (CC22705). If neither entity is in existence at the relevant time, the surplus assets shall be vested in another not-for-profit entity in New Zealand having similar purposes as determined by the **Members** at the time of liquidation.

10.3.3 However, in any resolution under this clause, the **Chapter** may approve a different distribution to a different not-for-profit entity from those specified above, so long as the **Chapter** complies with this **Constitution** and the **Act** in all other respects.

## 11. Miscellaneous Provisions

11.1 **Bylaws, Policies, and Codes of Conduct:** The **Board** from time to time may make and amend bylaws, and policies for the conduct and control of **Chapter** activities and codes of conduct applicable to **Members**, in accordance with any requirements for the establishment and amendment of such bylaws or policies in the current bylaws and policies of the **Chapter** at the relevant time (if any). No such bylaws, policies or codes of conduct shall be inconsistent with this **Constitution**, the **Act**, or any other legislation. All **Chapter** activities, bylaws, policies, and procedures must also remain consistent in all material respects with **ISACA's** Articles of Incorporation, **ISACA's** Bylaws, and **ISACA's** global Policies and Procedures.