

## THE PERMACULTURE RESEARCH INSTITUTE

## MEMORANDUM OF ASSOCIATION

- 1 The name of the Company is THE PERMACULTURE RESEARCH INSTITUTE (hereafter called "the Company").
- 2 The objects for which the Company is established are:
  - (a) (i) The establishment, conduct and promotion and development of agriculture, pastoral, horticultural and viticultural resources of Australia and worldwide, and medical research into plant, animal and human disease and their causes, prevention and cure.
  - (ii) The conduct of scientific research relating to agricultural, pastoral, horticultural and viticultural resources of Australia and worldwide, and animal and human disease with special emphasis on that system known as Permaculture expounded by Bruce Charles Mollison (otherwise known as Bill Mollison) in the published work entitled "Permaculture: A Designers Manual".
  - (iii) The education of Australians and others in the principles and practices of sustainable soil, water, crop, forest, architectural, business and financial systems;
  - (iv) Convening ethical investment and community loan fund meetings and establishment and administration of local small business funds;
  - (v) The publication and translation of scientific and educational works and writings;
  - (vi) The provision of teachers to educational courses in Australia and world wide for the purposes of the promotion of the objects of this Company;

I certify that this and the preceding 11 pages is a true and correct copy of the original document

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- (vii) The provision of scholarships for scientific, technical and cultural research;
  - (viii) The Development of curriculae for scientific, technical and cultural education courses;
  - (ix) The establishment and administration of aid projects in arid and third world countries for education in and development of field strategies for sustainable farming and building and for energy and water conservation;
  - (x) The establishment, development and operation of The Permaculture Research Institute property at Tyalgum (and such other properties as the Company may approve) as a demonstration site for the teaching of sustainable agricultural and energy systems; and
  - (xii) To research and promote fractals and their relationship to biological systems.
- (b) Solely for the purpose of carrying out the aforesaid objects and not otherwise the Company shall have the following powers:
- (1) To encourage, promote and organise seminars, workshops, and lectures;
  - (2) 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.
  - (3) To subscribe to, become a 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 3 (three) of this Memorandum, and which is a fund, authority or institution referred to in section 23 of the Income Tax Assessment Act 1936 (as amended).

- (4) To buy, sell and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required by the members of the Company or persons frequenting the Company's premises.
- (5) To purchase, take on, lease or in exchange, hire and otherwise acquire any lands, building, easement or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Company PROVIDED THAT in case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as is allowed by law having regard to such trusts.
- (6) 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.

- (7) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workers and other persons as may be necessary or convenient for the purposes of the Company.
- (8) To establish and support or aid in the establishment and support of associations, institutions funds, trusts and conveniences calculated to benefit employees or 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 for charitable or benevolent objects, or for any public, general or useful object.
- (9) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Company's interests, and to contribute, to subsidise or otherwise assist and take part in the construction, improvement, maintenance development, working, management, carrying out, alteration or control thereof.

- (10) To invest and deal with the money of the Company not immediately required in such manner as the Board thinks fit.
- (11) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to 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 issues 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.
- (12) To make, draw, accept endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- (13) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (14) To take or hold mortgages, liens and charges to secure payment of the purchase price of any unpaid balance of the purchase price, nor any part of the company's property of whatsoever kind sold by the company or any money due to the Company from purchasers and others.
- (15) To take any gift of property whether subject to any special trust or not for any

one or more the objects of the Company but subject always to the proviso in paragraph (5) of this clause 2(b).

- (16) To take such 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, annual subscriptions or otherwise.
- (17) To print and publish any newspapers, periodicals, books, or leaflets that the Company may think desirable for the promotion of its objects.
- (18) 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, institutions, societies or associations with which the Company is authorised to amalgamate.
- (19) To transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.
- (20) To make donations for patriotic or charitable purposes or for the purpose of scientific research.
- (21) To set up a Public Gift Fund to be known as "The Permaculture Research Institute Trust Fund" for the specific purpose of

pursuing the objects set out in clause 2 herein PROVIDED THAT such fund must comply with the provisions of the Income Tax Assessment Act 1936 (as amended).

**PROVIDED THAT** the Company shall not support with its funds any activity or endeavour to impose on or procure to be observed by its members or others any regulations or restrictions which if an object of the Company would make it a trade union within the meaning of the Trades Union Act 1958.

The powers set forth in Section 161(1) of the Corporation Law shall not apply to the Company except in so far as they are included in this clause 2

- 3 (1) The income and property 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 proper rent for premises demised or let by any member of the Company, such remuneration having the prior approval of the members of the Board, but so that no member

of the Board 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 moneys worth shall be paid or given by the Company to any member of the Board except repayment of out- of pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for promises demised or let to the Company, with the prior approval of the members of the Board.

(2) The allocation by the Company of any funds or property to other organisations, persons or groups will be made in accordance with the objects of the Company only and shall not be influenced by the expressed preference or interest of a particular donor to the Company.

4. No addition, alteration or amendment shall be made to or in the Memorandum or Articles of 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)

5. The third, fourth and ninth paragraphs of this Memorandum of Association contain conditions upon which a licence is granted by the Commission to the Company. In pursuance of the provisions of the said clauses the Commission may from time to time, on giving notice to the Company of its intention so to do, and after affording the Company an opportunity of being heard in opposition thereto, within such time as may be specified in such notice, impose further conditions which shall be duly observed by the Company.

6. The liability of the members 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 he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company (contracted before he ceased 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 one hundred dollars (\$100).

8. (a) 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 or distributed among the members of the company, but shall be given or transferred to some other institution or company 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 as least as great as is imposed on the company under or by virtue of clause three hereof. Such institution or institutions to be determined by the members of the Company at or before the time of the dissolution and in default thereof by application to the Supreme Court for determination.
8. (b) If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities, any sum of money in the Public Gift Fund established in accordance with the terms of clause 2 (b) 21 in this Memorandum whatsoever, such monies shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other Public Gift Fund established by a company or organisation or institution having objects similar to the objects of the Company and whose Memorandum and Articles of Association shall prohibit the distribution of its or their income and property among its or their members to an extent as least as great as is imposed on the Company under or by virtue of clause three hereof,

and the said Public Gift Fund is subject to the provisions of the Income Tax Assessment Act 1936 (as amended). Such institution or institutions to be determined by the members of the Company at or before the time of the 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.
10. The names, addresses and occupations of the subscribers are as follows:

We, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of the Memorandum of Association,

Signature of subscriber .....

Date of signing

23 JUNE 1998

Witness to signature  
and address of witness

U,  
.....

Signature .....

Date of Signing

23 JUNE 1998

Witness to signature  
and address of witness

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Signature of subscriber

Date of Signing

23 JUNE 1998

Witness to signature  
and address of witness

TEL. \_\_\_\_\_  
Signature ( \_\_\_\_\_ ) er

Date of Signing

22 June 1998

Witness to signature  
and address of witness

Signature of subscriber

Date of Signing

22 June 1998

Witness to signature  
and address of witness

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