



MEMORANDUM OF ASSOCIATION

EDUCATION.AU LIMITED

COMPANY LIMITED BY GUARANTEE

Amended 27 February 1998

CORPORATIONS LAW
COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION
EDUCATION.AU LIMITED

1. The name of the Company is EDUCATION.AU LIMITED (hereinafter called the "Company").
2. The registered office of the Company will be situated at 182 Fullarton Road, Dulwich, South Australia 5065.
3. The Company is a non-profit company limited by guarantee.
4. The Company is a national collaborative education communications body which has been established to facilitate collaboration in the use of education communications and related open learning techniques throughout Australia.
5. The objects for which the Company is established are to:
 - 5.1 promote cost effective, high quality and equitable uses of education communications and related open learning techniques among Education Bodies and, in connection therewith, provide governance to EdNA;
 - 5.2 conduct surveys and research on behalf of, and under the instruction of, Education Bodies relating to the evaluation of education communications and related open learning techniques for the purpose of improving teaching and learning processes throughout Australia;
 - 5.3 prepare tender documentation on behalf of, and under the instruction of, Education Bodies and, if requested, execute any successful tenders in accordance with the instructions of such Education Bodies;
 - 5.4 conduct feasibility studies on behalf of, and under the instruction of, Education Bodies;
 - 5.5 facilitate the cooperation and collaboration of Education Bodies in the use of education communications and related open learning techniques throughout Australia;

- 5.6 foster the cooperation and collaboration of Education Bodies and key educational stakeholders for the purpose of developing and using the Internet as a tool for the delivery of education and training services throughout Australia;
- 5.7 carry out such other tasks or activities on behalf of, and under the instruction of, Education Bodies on such terms and conditions as shall be mutually agreed upon between the Company and such Education Bodies; and
- 5.8 carry out all other tasks or activities which are necessary or incidental to the achievement of any of the objects of the Company.

For the avoidance of doubt, in dealings between the Company and Education Bodies, the objects referred to in this clause are "core services".

- 6. In pursuing its objects the Company will establish and maintain appropriate relationships with authorities which are responsible for education and training throughout Australia and elsewhere so as to facilitate:
 - (a) the efficient collection, assessment and dissemination of information and materials related to education and training throughout Australia; and
 - (b) the efficient fostering and initiation of collaborative developments associated with education communications and related open learning techniques.
- 7. In undertaking its objects the Company will:
 - 7.1 be responsive to the needs and requirements of education and training sectors and systems; and
 - 7.2 to the extent permitted by law and provided it is in the best interests of the Company and its Members:
 - (a) act in a manner that recognises and is consistent with the decisions made by Education Bodies; and
 - (b) conduct its activities in a manner that is consistent with the policies and objectives developed from time to time by Education Bodies.
- 8. In order to carry out its objects the Company has the legal capacity of a natural person and, subject only to the restrictions contained in this memorandum, has all of those powers permitted under the Law as amended from time to time.
- 9. The objects specified in clause 5 and the powers of the Company referred to in clause 8 shall be regarded as independent objects and powers respectively and accordingly shall in no way be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other clause or the name of the Company but

may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said clauses defined the objects and powers of a separate and distinct Company.

- 10 (a) The income and property of the Company however derived or obtained shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum and no part thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the Members.
- (b) Nothing contained in this clause shall prevent:
- (i) the payment of reasonable and proper remuneration to any officer or servant of the Company;
 - (ii) the payment of interest, at a rate not exceeding the rate for the time being charged by bankers in Australia for overdrawn accounts, on any money loaned to the Company by any member; or
 - (iii) the payment of a reasonable rental for premises leased to the Company by any member.

11. The liability of the Members is limited.

12. Each Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a member and of the costs charges and expenses of winding up and for adjustment of the rights of the contributories among themselves such amount as may be required not exceeding Fifty Dollars (\$50.00).

13. 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 only be paid to or distributed to some other entity or entities 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 imposed on the Company under or by virtue of this memorandum, such entity or entities to be determined by the Members of the Company at or before the time of winding-up or dissolution and in default thereof by the Supreme Court of the Australian Capital Territory.

14. Terms defined in the Articles of Association shall have the same meaning in this Memorandum, provided that for the purposes of this Memorandum the following definitions apply:

"EdNA" means Education Network Australia;

"education communications" refers to information communication technologies used for the purpose of education and training in schools, the vocational education and training sector, higher education, industry, adult and community education and other education institutions throughout Australia;

"Education Body" means any Member of the Company or any body, or committee established by such body, established or appointed by any or all of the Commonwealth, State and Territory Ministers for education, employment, training or youth affairs acting in council, to represent the interests of any or all of the following sectors in relation to the use of education communications and related open learning techniques:

- (a) government schools;
- (b) non-government schools;
- (c) vocational education and training;
- (d) higher education; or
- (e) the Commonwealth,

and includes, without limitation, EdNA and MCEETYA.

"Internet" means the global network of independent computer networks which enables commercial, academic and the government institutions together with individuals to communicate electronically via computer.

"MCEETYA" means the Ministerial Council on Education, Employment, Training and Youth Affairs and any successor to that body and includes any committee established by that body.

"related open learning techniques" includes all matters relating to arrangements and techniques which schools, the vocational education and training sector, higher education, industry, adult and community education and other education institutions throughout Australia make or develop in relation to student learning methods, the content of courses, student activities, teaching approaches, methods of teacher and class organisation, development, assessment and reporting and research and policy development of such matters which specifically relate to making education and training more learner oriented (user based) and more accessible.

15. The subscribers, being the several persons whose names addresses and descriptions are set forth hereunder and whose signatures or seals (as the case may be) are subscribed hereto, are desirous of being formed into a Company pursuant to this Memorandum of Association.

[General meetings of the Company will be required to adopt the amended Memorandum of Association.]