

Constitution of The Research Association of New Zealand Incorporated

TABLE OF CONTENTS

Section and Rules	Detailed contents	Page	
1.0	1.1-1.2	THE ASSOCIATION	1
	1.3-1.7	Association's Purposes and Powers	1
	1.8-1.13	Interpretation of this Constitution	2
2.0	2.1-2.4	MEMBERSHIP	3
	2.5-2.6	Membership Register	4
	2.7-2.10	Membership Obligations and Rights	5
	2.11-2.13	Subscriptions and Levies	5
	2.14-2.16	Member Resignations	6
	2.17	Grievances, Disputes, Complaints and Discipline	6
3.0		GENERAL MEETINGS	6
	3.1-3.3	Annual General Meeting	6
	3.4-3.6	Special General Meeting	7
	3.7-3.8	Calling and Notice of General Meetings	7
	3.9-3.15	Procedure at General Meetings	8
	3.16-3.19	Voting at General Meetings and by Remote Ballot	9
4.0		BOARD AND OFFICERS	9
	4.1-4.5	Constitution of Board	10
	4.6-4.7	Chair	11
	4.8-4.11	Secretary, Records and Registered Office	11
	4.12-4.19	Treasurer and Financial Procedures	12
5.0		GOVERNANCE AND MANAGEMENT	13
	5.1-5.7	Governance, Functions and Powers of Board	13
	5.8-5.9	Conflicts of Interest or Loyalty of Board Members	14
	5.10	Subcommittees	15
	5.11-5.17	Incidental Powers	16
	5.18	Indemnity for Board	16
	5.19-5.20	Association Contracts and Execution of Documents	17
6.0	6.1-6.5	AMENDMENT OF THIS CONSTITUTION	17
7.0	7.1-7.5	WINDING-UP	17
Schedule		GRIEVANCES, DISPUTES, COMPLAINTS AND DISCIPLINE	19

CONSTITUTION OF THE RESEARCH ASSOCIATION OF NEW ZEALAND INCORPORATED

NOTE: Words or phrases in *italics* are defined in Rule 1.8

1.0 THE ASSOCIATION

The Association

- 1.1** The name of the *Association* is The Research Association of New Zealand Incorporated.
- 1.2** The *Association* was incorporated on 7 November 2013 under the Incorporated Societies Act 1908.

Association Purposes

- 1.3** The primary purposes of the *Association* are to:
- (a)** Promote the value, use, evolution and development of research practices, disciplines and ethics to the wider community,
 - (b)** Provide industry leadership within the New Zealand research community, connecting, promoting and advancing the powers of insights.
- 1.4** The tikanga or culture of the *Association* is as follows:
- (a)** To value and promote honesty and integrity in research,
 - (b)** To promote the value of ethical research practices,
 - (c)** To recognise that New Zealand is a diverse society, and this Constitution shall be interpreted in light of those principles.
- 1.5** The *Association* must not operate for the purpose of, or with the effect of:
- (a)** Any *Member* of the *Association* deriving any personal financial gain from membership of the *Association*, other than as may be permitted by law, or
 - (b)** Returning all or part of the surplus generated by the *Association's* operations to *Members*, in money or in kind, or
 - (c)** Conferring any kind of ownership in the *Association's* assets on *Members*,
- but the *Association* would not operate for the financial gain of *Members* in breach of the *Statute* simply if the *Association*:
- (i)** Engages in trade,
 - (ii)** Pays a not-for-profit *Member* (namely, a member that is a body corporate that is not, carried on for the private pecuniary profit of any individual) for matters that are incidental to the purposes of the *Association*,
 - (iii)** Reimburses a *Member* for reasonable expenses legitimately incurred on behalf of the *Association* or while pursuing the *Association's* purposes,
 - (iv)** Provides benefits to members of the public or of a class of the public and those persons include *Members* or their families,
 - (v)** Pays a *Member* a salary or wages or other payments for services to the *Association* 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), or

- (vi) Provides a *Member* with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the *Association*.

1.6 Despite Rules 1.3-1.5:

- (a) The *Association* shall not be required to advance all of its primary purposes all of the time, and
- (b) Otherwise this Constitution shall be read and interpreted subject to the provisions of Rule 1.3.

1.7 Subject to Rules 1.3-1.5, the *Association* shall have power:

- (a) To represent and promote the interests of *Members* of the *Association*,
- (b) To make bylaws and policies under Rule 5.12 to advance or achieve any of the above purposes,
- (c) To establish codes of practice applicable to *Members* under Rule 5.12, and
- (d) To do any act or thing related or contributing to advancing or attaining any of the above purposes.

Interpretation of this Constitution and Association Powers

1.8 In this Constitution, unless the context otherwise requires the following words and phrases have the following meanings:

- (a) "*Associated Person*" means a person who is a spouse, partner, parent, child, close personal friend, business associate (partner, director, officer, board member, or trustee of a person), employer or employee of a *Member*,
- (b) "*Association*" is the Association referred to in Rule 1.1,
- (c) "*Board*" means the *Association's* governing body referred to in Rule 4.1,
- (d) "*Board member*" includes the *Association's* Chair and other *Board members* elected under Rule 4.3, appointed under Rule 4.5, or co-opted under Rule 5.5,
- (e) "*clear days*" means complete days excluding the first and last named days (for instance, excluding the date a notice of meeting is posted or transmitted and the date of the meeting),
- (f) "*Company Member*" is a *Member* recognised as such pursuant to Rule 2.2(a),
- (g) "*complaint*" means an allegation that the conduct or discipline of any *Member(s)* has/have fallen short of expected standards of conduct for *Association Members*, and the *complaint* may allege:
 - (i) A breach or failure to observe a specific *Association* Rule, by-law or policy, and/or
 - (ii) Other misconduct likely to cause distress, embarrassment or concern to other *Members* or members of the public or tend to damage the reputation of the *Association* or the research industry or profession.

- (h) “*Entitled Member*” means a *Member* entitled to exercise membership rights under Rule 2.7(b) including a *Fellow Member* and a *Life Member*.
- (i) “*Fellow Member*” is an *Individual Member* recognised as such pursuant to Rule 2.2(c),
- (j) “*grievance*” means a formal concern raised by a *Member* relating to the *Member’s* rights and interests as a member which the *Member* considers is affecting the *Member* in a significant (not trivial or incidental) way, and the effect on the *Member* or other affected *Members* may not necessarily include financial losses or costs to the *Members*, but a *Member* raising a grievance should be able to point to a significant negative effect on that *Member*, or on other *Members* in similar circumstances, or on all *Members*.
- (k) “*Individual Member*” is a *Member* recognised as such pursuant to Rule 2.2(b),
- (l) “*Member*” includes a *Company Member*, an *Entitled Member*, a *Fellow Member*, and a *Life Member*.
- (m) “*Life Member*” is an *Individual Member* recognised as such pursuant to Rule 2.2(d),
- (n) “*Membership Register*” is the register of *Members* kept under Rule 2.5(a),
- (o) “*Register of Disclosures*” is the Register referred to in Rule 5.8(b),
- (p) “*remote ballot*” is a ballot held in accordance with the procedures set out in Rule 3.18,
- (q) “*Secretary*” means a *Member*, employee or contractor appointed to that position by the *Board* pursuant to Rule 5.16,
- (r) “*Statute*” means the Incorporated Societies Act 1908 or any statute passed in substitution of the same, including amendments to it from time to time,
- (s) “*Treasurer*” means a *Member*, employee or contractor appointed by the *Board* to that position pursuant to Rule 5.16
- (t) “*written notice*” means communication by post, electronic means (including email, and website posting), or advertisement in periodicals, or a combination of these methods.

1.9 Subject to Rules 1.3-1.5, in addition to its statutory powers, the *Association*:

- (a) May use its funds to pay the costs and expenses to advance or carry out its purposes, and to employ or contract with such people as may be appropriate,
- (b) May invest in any investment in which a trustee might invest, and
- (c) Shall have power to borrow or raise money by debenture, bonds, mortgage and other means with or without security, but such borrowing powers shall not be exercised other than by resolution of a General Meeting of which proposed resolution at least ten *clear days’ written notice* was given to all *Entitled Members* in accordance with Rules 3.7 and 3.8.

1.10 No *Member* or any *Associated Person* shall participate in or materially influence any decision made by the *Association* relating to the payment to or on behalf of that *Member* or *Associated Person* of any income, benefit or

advantage whatsoever.

- 1.11** Despite any other provision in this Constitution, *Board members*, and its sub-committee members:
- (a) May be offered such honoraria as may be approved by resolution of a General Meeting, and
 - (b) Shall be entitled to be reimbursed by the *Association* for any reasonable actual expenses incurred by them on behalf of the *Association* as approved by resolution of the *Board*.
- 1.12** The *Association* may, subject to the provisions of the Statute, indemnify *Members* and employees who act in good faith in seeking to advance the *Association's* activities, and to take insurance for the purposes of that indemnity, but no such indemnity or insurance shall be provided where a *Member* or employee is criminally liable for the actions or inaction in respect of which indemnity or insurance is sought.
- 1.13** In this Constitution, unless the context otherwise requires:
- (a) Any word or phrase identifying a person extends to and includes the executors, administrators, successors and assignees of that person,
 - (b) The singular number includes the plural and *vice versa* and words indicating one gender include the other genders,
 - (c) Reference to any Act extends to and includes any statutory or other modification or re-enactment thereof and any other like provision for the time being in force in New Zealand, and
 - (d) The headings of the Rules in this Constitution will not affect the interpretation given to it.

2.0 MEMBERSHIP

Membership

- 2.1** The *Association* shall maintain the minimum number of members required by the *Statute*.
- 2.2** The classes of membership and the method by which *Members* are admitted to different classes of membership are as follows:
- (a) **Company Member** A *Company Member* is either:
 - (i) A body corporate or partnership the primary source of revenue of which is the business of research and/or associated commercial activities and/or an employee of such a body corporate or partnership, or
 - (ii) An individual manager or staff member of any such body corporate or partnership whose names and addresses are provided from time to time to the *Association*, admitted to membership under Rule 2.3 and who or which has not ceased to be a *Member* under any other Rule, but does not include an *Individual, Fellow or Special Member*.
 - (b) **Individual Member** An *Individual Member* is an individual whose employer's core business revenue is not from research (e.g. research clients, non-researchers, academia, and Government Departments) admitted to membership under Rule 2.3 and who or which has not

ceased to be a *Member* under any other Rule.

- (c) **Fellow Member** A *Fellow Member* is a person recognised for that person's experience and high standing in the research and associated industries elected as a *Fellow Member* by resolution of the *Board* following a recommendation from existing *Fellows*. A *Fellow Member* shall have all the rights and privileges of a financial *Individual Member* and shall be subject to all the duties of an *Individual Member*, and
- (i) If still actively engaged in research shall be obliged to comply with Rules 2.11, 2.12 and 2.13, but
 - (ii) If not actively engaged in research shall have all the rights and privileges of a financial *Individual Member* and shall be subject to all the duties of an *Individual Member* except those of paying subscriptions and levies, but shall not be obliged to comply with Rules 2.11, 2.12 and 2.13.
- (d) **Life Member** A *Life Member* is a person honoured for highly valued services to the *Association* elected as a *Life Member* by resolution of the *Board*. A *Life Member* shall have all the rights and privileges of a financial *Individual Member* and shall be subject to all the duties of an *Individual Member* except those of paying subscriptions and levies.

2.3 Admission of Members:

- (a) Every *Member* must expressly consent to becoming a *Member* (the consent of a body corporate or partnership to become a *Member* may be given on its behalf by two (2) directors or partners, or if it is a company with only one (1) director, by that director), and:
- (i) An applicant for membership as a *Company Member* or *Individual Member* shall complete any application form provided by the *Board* and supply such information as may be required by the *Board*, and
 - (ii) If not already a *Member*, anyone proposed to be recognised as a *Fellow Member* or proposed to be honoured by being recognised as a *Life Member* must consent to becoming a *Member*.
- (b) The *Board* may notify *Members* of an application for membership under Rule 2.3(a) and when considering an application for membership have regard to information received from members in respect of the application.
- (c) The *Board* shall have a discretion whether or not to admit a membership applicant, and shall advise the applicant of its decision (but shall not be required to provide reasons for that decision), and a successful applicant shall immediately pay any applicable annual subscription or such proportion of it as may be specified by the *Board*.

2.4 Readmission of former Members:

Any former *Company Member* or *Individual Member* may apply for re-admission in the manner prescribed for new applicants, and may be re-admitted only by resolution of the *Board* (which, in its discretion, may follow the procedures set out in Rule 2.3(b)).

Membership Register

2.5 The *Secretary* shall:

- (a)** Keep an up-to-date *Membership Register of Members* (including *Company Members, Individual Members, Fellow Members and Life Members*) recording their names, postal and email addresses, phone numbers, occupations, the dates each *Member* became a *Member*, and whether or not the *Member* is financial under Rule 2.13,
- (b)** On reasonable notice and at reasonable times:
 - (i)** Make available for inspection by *Entitled Members* copies of this Constitution and of any *Association* bylaws or policies, and copies shall be provided (at a reasonable cost) to any *Entitled Member* on request,
 - (ii)** Permit *Board Members* and *Entitled Members* to inspect the *Membership Register*,
 - (iii)** Permit *Board Members* and *Entitled Members* to inspect the *Register of Disclosures*,
 - (iv)** Permit *Entitled Members* to inspect *Board* minutes excluding any parts of those minutes which relates to membership or commercial issues of a confidential nature, and
 - (v)** Provide *Entitled Members* with access to the financial statements presented to the last Annual General Meeting and the minutes of any previous General Meetings.

2.6 Every *Member* (including *Fellow Members* and *Life Members*) shall advise the *Secretary* of any change of name, postal and email address, phone number, or occupation, and if any *Member* fails to do so or provides incorrect information that *Member* shall have no ground of complaint if as a result the *Member* fails to receive any notice from the *Association*.

2.7 **Membership obligations and rights:**

- (a)** All *Members* (including *Board members*) shall promote the interests and purposes of the *Association* and shall do nothing to bring the *Association* into disrepute.
- (b)** All members shall be bound by the *Association's* Code of Practice established pursuant to Rule 5.12,
- (c)** A *Member, Company Member, Fellow Member or Life Member* is entitled to exercise the rights of membership including attending and voting at General Meetings, but only if all subscriptions and any other fees or levies have been paid by due date (see Rule 2.13), but no *Member, Company Member, Fellow Member or Life Member* is liable for an obligation of the *Association* by reason only of being a *Member*.
- (d)** Any *Member* that is a body corporate or partnership admitted to membership under Rule 2.3 shall provide the *Secretary* with the name and contact details of the person who is the organisation's authorised representative (and Rule 2.6 shall also apply to those details), and if the organisation is an *Entitled Member* that person shall be deemed to be the organisation's proxy for the purposes of Rule 3.10 and entitled to vote for that *Member* pursuant to Rule 3.16.

- (e) Membership does not confer on any *Member* any right, title, or interest (legal or equitable) to or in the property of the *Association*.
- 2.8 Other than as permitted under Rule 2.5(b), or by resolution of the *Board*, a *Member* is not entitled to inspect or copy the minutes of *Board* or *Board* sub-committee meetings or the *Association's* records, but is entitled, subject to the provisions of the *Statute*, to access information the *Association* holds about that *Member* (but not about other *Members*).
- 2.9 The *Association* shall be entitled to collect and record information about *Members* for the *Association's* purposes, including information in the *Membership Register* and in the agendas and minutes of *Board* meetings and General Meetings.
- 2.10 The *Board* may decide whether and how *Members* may access or use any premises, facilities, equipment or other property owned, occupied or otherwise used by the *Association*, including any conditions of and fees for such access or use.

Subscriptions and levies

- 2.11 The annual subscription and any other fees for different classes of membership for the then current financial year shall be set by resolution of a General Meeting (which can also decide that payment may be made by periodic instalments).
- 2.12 The *Board* or a General Meeting may by resolution impose a levy or levies on *Members* in different classes of membership (except *Life Members*) in any financial year up to a maximum totalling 50% of the annual subscription for that year for each class of *Member*.
- 2.13 Any *Member* failing to pay the annual subscription (including any periodic payment), any levy, or any capitation fees, within one calendar month of the date the same was due for payment shall be considered as unfinancial and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to participate in any *Association* activity or to access or use the *Association's* premises, facilities, equipment and other property until all the arrears are paid. If such arrears are not paid within 90 *clear days* of the due date for payment of the subscription, any other fees, or levy the *Board* may terminate the *Member's* membership (without being required to give prior notice to that *Member*).

Member Resignations

- 2.14 Any *Member* is deemed to have ceased to be a *Member* on death (or if a body corporate on liquidation or if a partnership on dissolution of the partnership), and may resign from that *Member's* class of membership by *written notice* to the *Secretary*, and each such resignation shall take effect on the date of receipt by the *Secretary* or any subsequent date stated in the notice of resignation, and Rule 2.16 shall apply.
- 2.15 The *Board* may declare that a *Member* is no longer a *Member* (from the date of that declaration or such date as may be specified) if that *Member*:

- (a) Ceases to be qualified to be a *Member*,
- (b) Has failed to pay any subscription or levy within 90 *clear days* of payment becoming due, or
- (c) Is convicted of any offence for which a convicted person may be imprisoned, is declared bankrupt, makes a composition with creditors, enters the no asset procedure under the Insolvency Act 2006, or (if a body corporate) is wound up or placed in receivership or liquidation.

2.16 A *Member* who resigns or whose membership is terminated under this Constitution:

- (a) Remains liable to pay all subscriptions, levies and other fees to the end of the *Association's* next balance date under Rule 4.16, and any costs ordered to be paid in respect of any *grievance* or *complaint*,
- (b) Shall cease to hold himself, herself or itself out as a *Member* of the *Association*, and
- (c) Shall return to the *Association* all material provided to *Members* by the *Association* (including any membership certificate, badges, handbooks and manuals),
- (d) Shall cease to be entitled to any of the rights of an *Association Member*, and
- (e) May later re-apply for membership in accordance with Rule 2.4 (in which event the reasons for the previous termination of membership may be taken into account in considering that application).

Grievances, Disputes, Complaints and Discipline

2.17 All disputes (including *Member grievances*, and *complaints* and disciplinary action against *Members*) shall be dealt with in accordance with the *Statute* and the procedures set out in the Schedule to this Constitution, **BUT** the *Association* is not concerned with *Members'* conduct outside of or away from *Association* activities, unless there is some identifiable connection with the *Association*, or the reputation of the *Association* may be affected, or both.

3.0 GENERAL MEETINGS

Annual General Meetings

- 3.1** The Annual General Meeting (which only *Entitled Members* are entitled to attend) shall be held no later than 4 calendar months after the balance date under Rule 4.16 and not later than 15 months after the previous Annual General Meeting) on a date, at a time and at venue/s fixed by the *Board*.
- 3.2** The agenda and business of the Annual General Meeting shall include:
 - (a) Minutes of the previous General Meeting(s),
 - (b) Annual Report of the *Board* on the affairs of the *Association*,
 - (c) Financial statements of the *Association* for the most recent financial year,
 - (d) Appointment of a member of the New Zealand Association of Accountants who is not a *Member* to conduct a financial review or audit of the annual accounts of the *Association* if the Annual General Meeting wishes to make such appointment or if the *Association* is

- required by statute to have a review or audit (see also Rule 4.19),
- (e) A summary of the nature and extent of any disclosures or the types of disclosures made by *Board members* of interest in matters being considered by or affecting the *Association*, recorded since the previous Annual General Meeting (see Rule 5.8(b)),
- (f) Election of the *Board* in accordance with Rules 4.1-4.3,
- (g) Motions of which notice has been given under Rule 3.3,
- (h) Approval of a budget for the next financial year including subscriptions, calculations and projections,
- (i) Set the annual subscription and any other fees for different classes of membership for the then current financial year, and
- (j) General business.

3.3 Any *Entitled Member* wishing to give notice of any motion for consideration at the Annual General Meeting shall forward *written notice* of the same to the *Secretary* at least 45 *clear days* before the date of the Meeting. The *Board* may consider all such notices of motion and may notify *Entitled Members* of its recommendations in respect of such notices of motion at any time before the Annual General Meeting in accordance with Rule 3.8 or at the Annual General Meeting.

Special General Meetings

3.4 Special General Meetings (which only *Entitled Members* and *Life Members* are entitled to attend) shall be called within a calendar month of written requisition to the *Secretary* signed by:

- (a) Not less than 3 *Board Members*, or
 - (b) Not less than a quarter of the *Entitled Members*,
- and such requisition must specify the business to be considered by the Special General Meeting.

3.5 A Special General Meeting shall consider and deal only with the business as specified in the written requisition calling the Meeting plus any additional business specified by the *Board*.

3.6 If the *Board* fails to give notice to *Entitled Members* of a Special General Meeting within 21 days of receipt of a written requisition under Rule 3.4, those requisitioning the Special General Meeting may convene it in accordance with the procedures set out in Rules 3.7-3.8.

Calling and Notice of General Meetings

3.7 At least 21 *clear days* before any General Meeting the *Secretary* shall, in accordance with Rule 3.8 give *written notice*:

- (a) Notifying all *Entitled Members* of the venue/s, date, time and business to be conducted at the General Meeting, and
- (b) In the case of Annual General Meetings sending all *Entitled Members* copies of the Annual Report, financial statements of the most recent financial year, a list of and information about nominees under Rule 4.3, and notice of any motions and the *Board's* recommendations in respect of any notices of motion, and proposed budget for the (then)

financial year.

- 3.8** Notices to *Members* may be given by post, email, or fax or through the public notices column of a local daily newspaper, and:
- (a) If sent by email or fax shall be deemed to have been received the day it was sent,
 - (b) If published in the public notices column of a local daily newspaper shall be deemed to have been received the day it was published, and
 - (c) If sent by post, shall be deemed to have been received the third day after being sent, and
- the failure for any reason of any *Member* to receive such notice or information shall not invalidate the meeting or its proceedings.

Procedure at General Meetings

- 3.9** General Meetings may be held at two or more venues using any audio, audio and visual, or electronic communication technology that gives each *Entitled Member* attending in person or by proxy a reasonable opportunity to participate.
- 3.10** General Meetings may be attended by all *Entitled Members* in person or by proxy.
- 3.11** If within half an hour after the time appointed for a General Meeting to commence the quorum required under Rule 3.13 is not present the meeting shall stand adjourned for seven days to the same time and venue/s, and if at such adjourned meeting the required quorum under Rule 3.13 is not present those present in person or by proxy (as provided for in Rule 3.10 or if a body corporate or partnership by a representative appointed pursuant to Rule 2.7(d)) shall be deemed to be a sufficient quorum.
- 3.12** An *Entitled Member* shall have the following rights at a General Meeting:
- (a) An individual *Entitled Member* shall be entitled to attend, speak and vote in person or by a signed original written proxy (an email or copy not being acceptable) in favour of some individual entitled to be present at the meeting and received by or handed to the *Secretary* before the commencement of the General Meeting, and
 - (b) The person authorised under Rule 2.7(d) by a body corporate or partnership *Entitled Member* shall be entitled to attend, speak and vote on behalf of that body corporate or partnership *Entitled Member*, and no other proxy voting shall be permitted.
- 3.13** The quorum for General Meetings is 50 *Entitled Members* in attendance in person or by proxy (as provided for in Rule 3.10) or if a body corporate or partnership by a representative appointed pursuant to Rule 2.7(d), when the meeting is called to order and present throughout the meeting. Any decisions made when a quorum is not present are invalid.
- 3.14** Every General Meeting shall be chaired by:
- (a) The Chair (who shall have power to delegate chairmanship of parts of a General Meeting to some other person), or
 - (b) In the Chair's absence, by some other *Board member* elected for the purpose by the meeting, or

- (c) By some independent person appointed by resolution of the *Board*, or
- (d) Failing the election or appointment of a chairperson under the foregoing provisions, by a person elected for the purpose by the meeting,

and any such chairperson shall have the following powers and discretions:

- (e) To decide the order of business,
- (f) If a *member*, to exercise a deliberative and a casting vote,
- (g) If not a *member*, to exercise a casting vote,
- (h) To direct that any person not entitled to be present at the Meeting, obstructing the business of the Meeting, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the chairperson be removed from the Meeting, and
- (i) In the absence of a quorum or in the case of emergency, to adjourn the Meeting or declare it closed.

3.15 The *Association* by resolution of a General Meeting may adopt a guide to or rules of meeting procedure for General Meetings and *Board* meetings, and in the absence of such a resolution all General Meetings and *Board* meetings shall be conducted in accordance with standard New Zealand meeting procedure.

Voting at General Meetings and by Remote Ballot

3.16 An *Entitled Member* is entitled to exercise one vote on any motion at a General Meeting in person or by proxy, and voting at a General Meeting shall be by voices or by show of hands or, on demand of the chairperson or of two or more *Entitled Members* present, by secret ballot.

3.17 Unless otherwise required by this Constitution, all questions shall be decided by a two-thirds majority of those in attendance in person or by proxy (as provided for in Rule 3.13) and voting at a General Meeting, or voting by *remote ballot*.

3.18 In respect of *remote ballots* held under this Constitution:

- (a) Only *Entitled Members* may vote in any *remote ballot* notified to them in accordance with the procedures under Rule 3.8,
- (b) The resolution to hold a *remote ballot* shall set a closing date and time for ballots to be received by the *Secretary*, but the closing date shall be no earlier than 15 clear days after the date ballot papers are notified to *Entitled Members*,
- (c) In respect of any motion to amend this Constitution by *remote ballot*, the motion shall be accompanied by reasons and recommendations from the *Board*, and such motion must be passed by a two-thirds majority of those voting,
- (d) Voting in a *remote ballot* may be by ballots (identifying and signed by the *Entitled Member* voting) returned to the *Secretary* by email, mail, delivery, or fax, or through website voting,
- (e) The *Secretary* shall declare the result of the *remote ballot*,
- (f) The result of any *remote ballot* shall be as effective and binding on *Members* as a resolution passed at a General Meeting, and

- (g) The failure for any reason of any *Entitled Member* to receive any notice relating to a *remote ballot* or of the *Secretary* to receive any completed ballot paper shall not invalidate the result of the *remote ballot*.

3.19 A resolution passed by the required majority at any General Meeting or by *remote ballot* binds all *Members*, irrespective of whether or not they were present or represented at any General Meeting when the resolution was adopted and whether or not they voted.

4.0 BOARD AND OFFICERS

Constitution of Board

- 4.1** The *Association* shall have a *Board* consisting of the number of persons established pursuant to Rule 4.3(c), who shall serve for a term of two years, unless that person resigns or ceases to be a *Member* pursuant to Rule 2.14 or Rule 2.15.
- 4.2** Nominees for election for election to the *Board* must be *Entitled Members* (including persons eligible under Rule 2.7(d)) with a minimum of 10 years' relevant experience who are not prevented from serving on the *Board* under Rule 5.9.
- 4.3** The election of *Board members* shall be conducted at every Annual General Meeting as follows:
 - (a)** At least 28 *clear days* before the date of the Annual General Meeting the *Secretary* shall, in accordance with the procedures under Rule 3.8, notify all *Entitled Members* calling for nominations for the *Board*, and the failure for any reason of any *Entitled Member* to receive such notice shall not invalidate the election,
 - (b)** A candidate's written nomination signed by the nominating *Member* and accompanied by the written consent of the nominee shall be received by the *Secretary* at least 21 *clear days* before the date of the Annual General Meeting,
 - (c)** At every Annual General Meeting, the Meeting shall, by resolution, determine the number of *Board members* to be elected, being not less than 3 *Board members* and not more than 5 *Board members*, and the Meeting shall then proceed to elect the number of *Board members* required.
 - (d)** If there are insufficient valid nominations received under this Rule to elect the numbers of *Board members* required in terms of the resolution made pursuant to Rule 4.3(c), but not otherwise, further nominations may be received from the floor at the Annual General Meeting
 - (e)** Votes shall be cast in elections for *Board members*:
 - (i)** By *Entitled Members* not present at the Annual General Meeting by signed written ballot papers which shall be sent to *Entitled Members* in accordance with the procedures under Rule 3.8 not less than 14 *clear days* before the Annual General Meeting, and completed (having regard to Rule 4.3(c), with votes on each ballot paper voting for nominees in order of the voter's

- preference) and returned to the *Secretary* not less than 7 *clear days* before the Annual General Meeting, or
- (ii) By *Entitled Members* present at the Annual General Meeting in such manner as the chairperson of the Annual General Meeting shall determine, having regard to Rule 4.3(c).
- (f) Two *Entitled Members* (who are not nominees) appointed by the chairperson of the Annual General Meeting shall act as scrutineers for the counting of the votes and destruction of any voting papers.
 - (g) In the event of any vote being tied that tie shall be resolved in such manner as the Annual General Meeting shall, by resolution, determine.
- 4.4** No Chair shall serve for more than 4 consecutive years as Chair.
- 4.5** If a vacancy in the position of any *Board member* occurs between Annual General Meetings (whether under Rule 5.9 or by death, resignation in writing delivered to the *Secretary*, removal or retirement) that vacancy shall be filled by resolution of the *Board*.
- 4.6** At its first meeting after the Annual General Meeting the *Board* shall appoint:
- (a) A *Board member* as the *Association's* Contact Officer whom the Registrar of Incorporated Societies can contact when needed, and who must be at least 18 years of age and must at all times be resident in New Zealand and not disqualified under the *Statute* or under Rule 5.9 from holding that office, and any change in that Contact Officer or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 25 *clear days* after that change occurs or after the *Association* became aware of the change,
 - (b) A *Secretary* who may be a *Board member* or some other person (including a contractor or employee), and
 - (c) A *Treasurer* who may be a *Board member* or some other person (including a contractor or employee), and
- the positions of *Secretary* and *Treasurer* may be held by the same person.

Chair

- 4.7** The Chair shall:
- (a) Be elected by the *Board* at its first meeting after each Annual General Meeting,
 - (b) Not serve as Chair for more than 4 consecutive years unless no other Board Member is prepared to assume the role of Chair, and
 - (c) In addition to all other duties described in this Constitution, generally oversee and direct the affairs and business of the *Association* and act as spokesperson for the *Association*.

Secretary, Records and Registered Office

- 4.8** At its first meeting after the Annual General Meeting the *Board* shall appoint a Contact Officer who must be a *Board member*.
- 4.9** The *Secretary* shall record the minutes of all General Meetings and *Board*

meetings, and, in the absence of proof to the contrary, all such minutes when confirmed by the next such meeting and signed by the chairperson of that meeting shall be:

- (a) Confirmation that that meeting was duly called, and
- (b) Treated and accepted as a true and correct record of what occurred at that meeting.

4.10 The *Secretary* shall:

- (a) Maintain the *Membership Register*,
- (b) Hold the *Association's* records, documents, and books (and paper records may be digitally recorded and stored),
- (c) Maintain the *Register of Disclosures*,
- (d) Lodge with Registrar of Incorporated Societies an annual return in a form and as required by the *Statute*,
- (e) Deal with and answer *Association* correspondence, and
- (f) Perform such other duties as directed by the *Board*.

4.11 The Registered Office of the Association shall be at such place as the Board from time to time determines, and changes to the Registered Office shall immediately be notified to the Registrar of Incorporated Societies in a form and as required by the *Statute*.

Treasurer and Financial Procedures

4.12 At its first meeting after the Annual General Meeting the *Board* shall appoint a *Treasurer* who may be a *Board member* or some other person (including a contractor or employee).

4.13 The *Treasurer* shall:

- (a) Keep such written books of account as may be necessary to provide a true record of the *Association's* financial position,
- (b) Maintain an assets register recording the assets of the *Association*,
- (c) Report on the *Association's* financial position to each *Board* meeting,
- (d) Present financial statements of the most recent financial year (in such format as may be required by law) to the Annual General Meeting together with a budget for the next financial year as required under Rule 3.2(h), and
- (e) File copies of those financial statements with the Registrar of Incorporated Societies in a form and as required by the *Statute*.

4.14 The Board shall maintain bank accounts in the name of the Association, and all cheques and withdrawal forms shall be signed and electronic banking systems operated by any two Board Members.

4.15 All money received on account of the Association shall be banked within seven clear days of receipt.

4.16 All accounts paid or for payment shall be submitted to the Board for approval of payment.

4.17 The Association's financial year shall commence on one April of each year and end on 31 March (the latter date being the Association's balance date) in

the following year.

4.18 The Annual General Meeting:

- (a) Each year may, or if required by law shall, appoint a member of the New Zealand Institute of Chartered Accountants who is not a *Member* to conduct a financial review or audit of the annual accounts of the *Association*, and
 - (b) At least every two years shall appoint a member of the New Zealand Institute of Chartered Accountants who is not a *Member* to conduct an audit of the annual accounts of the *Association*, and
- and if any such person is unable to act the *Board* shall appoint a replacement.

5.0 GOVERNANCE AND MANAGEMENT

Governance, Functions and Powers of Board

5.1 From the end of each Annual General Meeting until the end of the next, the *Association* shall be governed by the *Board*, which shall be accountable to the *Members* for the advancement of the *Association's* purposes and the implementation of resolutions approved by any General Meeting, and at all times each *Board member*:

- (a) Shall act in good faith and in what he or she believes to be the best interests of the *Association*,
- (b) Must exercise all powers for a proper purpose,
- (c) Must not act, or agree to the *Association* acting, in a manner that contravenes the *Statute* or this Constitution,
- (d) When exercising powers or performing duties as a *Board member*, 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, the nature of the *Association*, the nature of the decision, and the position of the *Board member* and the nature of the responsibilities undertaken by him or her,
- (e) Must not agree to the activities of the *Association* being carried on in a manner likely to create a substantial risk of serious loss to the *Association* or to the *Association's* creditors, or cause or allow the activities of the *Association* to be carried on in a manner likely to create a substantial risk of serious loss to the *Association* or to the *Association's* creditors, and
- (f) Must not agree to the *Association* incurring an obligation unless he or she believes at that time on reasonable grounds that the *Association* will be able to perform the obligation when it is required to do so.

5.2 Subject to this Constitution and any resolution of any General Meeting the *Board* may:

- (a) Approve resolutions by a majority of *Board Members* without the necessity for a physical *Board* meeting, and approval may be given by *Board Members* all signing the resolution or approving it by email or other electronic means,
- (b) Exercise all the *Association's* powers, other than those required by the

Statute or by this Constitution to be exercised by the *Association* in General Meeting,

- (c) Assign duties and/or delegate powers to *Board Members*, and
- (d) Enter into contracts on behalf of the *Association* or delegate such power to a *Board Member*, sub-committee, employee or other person.

5.3 The *Board* shall meet as required at such times and venue/s and in such manner (including by audio, audio and visual, or electronic communication, provided that all such meeting participants must at all times be able to hear all participants speaking at the meeting) as it may determine and otherwise where, how and as convened by the Chair or *Secretary*.

5.4 All *Board* meetings:

- (a) Other than regular *Board* meetings under Rule 5.3, may be requisitioned by any *Board Member* by written notice to the *Secretary* of the proposed agenda for the requisitioned meeting, and any such requisitioned meeting:
 - (i) Shall be held within 30 clear days of the receipt of the requisition by the *Secretary*, and
 - (ii) All *Board Members* shall be notified (as to date, time, venue and agenda) at least 7 clear days before the proposed meeting,
- (b) Shall be chaired by the Chair or in the Chair's absence by some other *Board Member* elected for the purpose by the meeting, and any such chairperson shall have a deliberative and casting vote.

5.5 In addition to *Board Members* elected under Rule 4.3, the *Board* may co-opt any person (other than a person disqualified from serving by reason of Rule 5.9) to the *Board* for a specific purpose, or for a limited period, or generally until the next Annual General Meeting, and unless otherwise specified by the *Board* any person so co-opted shall have full speaking and voting rights as a *Board* member.

5.6 The quorum for *Board* meetings is at least half the number of the *Board members* (see also Rule 5.8(c)). Only *Board members* elected under Rule 4.3, appointed under Rule 4.5, or co-opted under Rule 5.5 who are present in person or by audio, audio and visual, or electronic communication at a *Board* meeting shall be counted in the quorum and entitled to vote.

5.7 Termination of Board membership:

- (a) A *Board Member* shall immediately cease to hold office as a *Member* of the *Board* if that *Board Member* ceases to be an *Entitled Member* or provides the *Secretary* with a written resignation from the *Board*.
- (b) A *Board Member* shall immediately cease to hold office as a *Member* of the *Board* if Rule 5.9 applies to that *Board Member*.
- (c) If any complaint is made about a *Board Member* in that person's capacity as a *Board Member* the complaint shall not be treated as a complaint under Rule 2.17, and:
 - (i) The *Board Member* must be given reasonable notice of the complaint, a reasonable time to prepare a response, and a fair opportunity to respond to the complaints at a *Board Meeting*,

- and
- (ii) If the complaint is upheld, must be given a fair opportunity to make submissions on possible penalties, and that *Board Member* may then be removed from the *Board* or otherwise penalised by a resolution of a *Board Meeting*, passed by a majority of those present and voting.

5.8 Conflicts of interest or loyalty of *Board members*:

- (a) A *Board member* shall be considered to have an interest in a matter being considered by or affecting the *Association* if he or she:
 - (i) May derive a financial benefit from the matter, or
 - (ii) Is the spouse, civil union or de facto partner, child, or parent of a person who may derive a financial benefit from the matter, or
 - (iii) May have a financial interest in a person or entity to which the matter relates, or
 - (iv) Is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person or entity to which the matter relates,but excluding the following interests:
 - (v) Arising merely because the *Board member* may receive any indemnity, insurance cover, remuneration or other benefits authorised by the *Statute*, or
 - (vi) Remote or insignificant interests of a nature that could not reasonably be regarded as likely to influence the *Board member* when carrying out his or her responsibilities, and
 - (vii) An interest that the *Board member* has in common with other *Board Members* as a result of membership of the *Association*.
- (b) Any *Board member* having any such interest in a matter shall, as soon as practicable after becoming aware of the interest, disclose the same, and the *Secretary* shall record such disclosures in the *Register of Disclosures* (see also Rules 2.5(b)(iii) and 3.2(e)).
- (c) Where any such interest in a matter has been disclosed:
 - (i) That *Board member* must not vote in any decision on the matter, but that person can be present at the time of the decision and can contribute to the discussion leading to the decision and must not sign any document relating to the entry into a transaction or the initiation of the matter, but
 - (ii) The *Board* may, where it considers it appropriate, exclude that person from any further discussion or involvement with the matter, but
 - (iii) The person who is prevented from voting on a matter because he or she has an interest in it may continue to be counted as part of the quorum of the *Board*, and
 - (iv) Where 50 per cent or more of those forming the *Board's* quorum are prevented from voting on the matter because they have disclosed an interest, then the remaining *Board members* must call a Special General Meeting to determine the matter.

5.9 No *Member* may stand for office on the *Board*, and any person who is on the

Board shall cease to be a *Board member*, if that person:

- (a) Is or becomes an undischarged bankrupt, or
- (b) Is or becomes 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
- (c) Is or becomes a person who is prohibited from one or more of the following under an order made, or a notice given, under a law of a country, State, or territory outside New Zealand that is prescribed for the purposes of section 151(2)(eb) of the Companies Act 1993:
 - (i) Being a director of a body corporate incorporated outside New Zealand (an overseas company), or
 - (ii) Being a promoter of an overseas company, or
 - (iii) Being concerned in or taking part in the management of an overseas company, or
- (d) Is or becomes disqualified from being an officer of a charitable entity under section 31(4) of the Charities Act 2005, or
- (e) Has been or is convicted:
 - (i) Of an offence under subpart 6 of Part 4, or under any of sections 217 to 266 of the Crimes Act 1961, within the past 5 years, or
 - (ii) Within the past 5 years, in a country other than New Zealand, of an offence that is substantially similar to an offence specified in subparagraph (i), or
 - (iii) Of a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere,
- (f) Is or becomes a person subject to:
 - (i) A banning order under the *Statute*, or
 - (ii) A management banning order under the Financial Markets Conduct Act 2013 or the Takeovers Act 1993, or
 - (iii) An order under section 108 of the Credit Contracts and Consumer Finance Act 2003, or
 - (iv) A confiscation order under the Proceeds of Crime Act 1991, or
 - (v) 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) Is not or ceases to be an *Entitled Member*.

Subcommittees

5.10 The *Board* may appoint sub-committees consisting of such persons (whether or not *Members* of the *Association*) 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,
- (b) A sub-committee may co-opt additional members with the consent of the *Board* or *Secretary*,
- (c) A sub-committee must not commit the *Association* to any financial expenditure without express authority, and
- (d) A sub-committee must not further delegate any of its powers.

Incidental powers

- 5.11** The *Board* and any sub-committee may act by resolution approved in the course of a telephone conference call or through a written ballot conducted by email, electronic voting system, fax or mail.
- 5.12** The *Board* from time to time may make and amend bylaws, policies or Codes of Practice for the conduct and control of *Association* activities and a Code of Practice applicable to *Members*, but no such bylaws, policies or Codes of Practice applicable to *Members* shall be inconsistent with the *Statute* or this Constitution.
- 5.13** Other than as prescribed by the *Statute* or this Constitution (including under Rule 3.15), the *Board* may regulate its proceedings as it thinks fit.
- 5.14** Subject to the *Statute*, this Constitution and the resolutions of General Meetings, the decisions of the *Board* on the interpretation of this Constitution and all matters dealt with by it in accordance with this Constitution and on matters not provided for in this Constitution shall be final and binding on all *Members*.
- 5.15** Each *Board member* shall within 14 *clear days* of submitting a resignation or ceasing to hold office deliver to the *Secretary* all books, papers and other property of the *Association* possessed by such former *Board member*.
- 5.16** The *Board* may employ or contract with any person or company to administer or manage the affairs of the *Association*, and may delegate to such person or company such of the powers and duties of the *Secretary* and *Treasurer* as the *Board* thinks fit.
- 5.17** When exercising their powers and performing their functions *Board members* must individually and collectively:
- (a)** Act in good faith and in the best interests of the *Association*, and use their powers for a proper purpose,
 - (b)** Comply with the *Statute* and with this Constitution, except where the Constitution contravenes the *Statute*,
 - (c)** Exercise the degree of care and diligence that a reasonable person with the same responsibilities within the *Association* would exercise in the circumstances applying at the time,
 - (d)** Not allow the activities of the *Association* to be carried on recklessly or in a manner that is likely to create a substantial risk of serious loss to the *Association's* creditors, or
 - (e)** Not allow the *Association* to incur obligations that they do not reasonably believe will be fulfilled, and
 - (f)** Must comply with the duties required of them under the *Statute*.
- 5.18 Indemnity for *Board*:**
- (a)** No *Board member* shall be liable for the acts or defaults of any other *Board member* or any consequential loss caused by such acts or defaults, unless caused by their own wilful default or by their own wilful acquiescence.
 - (b)** The *Board* and each *Board member* shall be indemnified by the

Association for all liabilities and costs incurred by them acting in good faith in the proper performance of their functions and duties, other than as a result of their own wilful default or by their own wilful acquiescence, but no such indemnity shall be provided where this is prohibited by the *Statute*.

Association Contracts and Execution of Documents

- 5.19** The *Association* shall have a Common Seal which shall be retained by the *Secretary*.
- 5.20** Unless entered into by a delegate authorised under Rule 5.2(d), documents shall be executed for the *Association* pursuant to a resolution of the *Board*:
- (a) By affixing the Common Seal witnessed by two *Board members*, or
 - (b) Where the document is not required by law to be executed under common seal, by the Chair or by some other person authorised by the *Board* to sign on behalf of the *Association*, and all such signatories must be at least 18 years of age.

6.0 AMENDMENT OF THIS CONSTITUTION

- 6.1** This Constitution may be amended or replaced in accordance with Rule 6.4, provided that no amendment may be made which would:
- (a) Alter any provision in this Constitution precluding *Members* from obtaining any personal benefit or profit from their membership, or
 - (b) Otherwise conflict with the provisions of the *Statute*, but no change shall be made to the *Association's* balance date without the prior approval of the Registrar of Incorporated Societies pursuant to the *Statute*.
- 6.2** Any proposed motion to amend or replace this Constitution:
- (a) May be proposed by the *Board*, or
 - (b) Shall be signed by at least 10 *Entitled Members* and given in writing to the *Secretary* at least 45 *clear days* before the General Meeting at which the motion is to be considered, and accompanied by a written explanation of the reasons for the proposal, and the *Board* shall decide whether to submit any such proposal to a General Meeting or to hold a *remote ballot*.
- 6.3** Unless the proposed motion is to be voted upon by *remote ballot*, the *Secretary* shall in accordance with Rules 3.7 and 3.8 notify all *Entitled Members* of the proposed motion and of the General Meeting at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the *Board* in respect such notice of motion.
- 6.4** Any resolution to amend or replace this Constitution must be passed by a two-thirds majority of all *Entitled Members*:
- (a) Present and voting, or
 - (b) Voting by proxy or by *remote ballot*.
- 6.5** Every alteration to this Constitution, including any change of its name, shall be promptly registered with the Registrar of Incorporated Societies as required by the *Statute*.

7.0 WINDING-UP

- 7.1** The *Association* may be wound up or liquidated or removed from the Register of Incorporated Societies under the provisions of the *Statute* provided that any such proposal is notified and approved as required in Subpart 6 of Part 5 of the *Statute*.
- 7.2** In accordance with Rules 3.7 and 3.8 the *Secretary* shall notify all *Entitled Members* of any proposed motion to wind up the *Association* or remove it from the Register of Incorporated Societies and of the General Meeting at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the *Board* in respect such notice of motion.
- 7.3** Any resolution to wind up the *Association* or remove it from the Register of Incorporated Societies must be passed by a two-thirds majority of all *Entitled Members* present and voting and/or voting by proxy or by *remote ballot*.
- 7.4** If the *Association* is wound up or liquidated or removed from the Register of Incorporated Societies no distribution shall be made to any *Member*.
- 7.5** On the winding up or liquidation or removal from the Register of Incorporated Societies of the *Association* its surplus assets after payment of all debts, costs and liabilities shall be vested in some organisation or organisations with similar purposes to those of the *Association*, or if no such decision is made by resolution of the *Association* then in such other not-for-profit entity or charitable trust as the *Board* may by resolution determine.

SCHEDULE – GRIEVANCES, DISPUTES, COMPLAINTS AND DISCIPLINE

Research Association of New Zealand Incorporated (RANZ) – Complaints Procedure: Summary

Background

The Incorporated Societies Act 1908 does not contain any provisions requiring an incorporated society Constitution to set out any processes for dealing with *Member grievances* and *complaints* and disciplinary action against *Members*, but it is anticipated that a replacement Incorporated Societies Act will almost certainly include such provisions. This Constitution therefore includes provisions in this Schedule (in the section headed “Processing of Complaints or Grievances”) which are based upon requirements for dealing with *Member grievances*, *Member complaints* and disciplinary action set out in the Exposure Draft Incorporated Societies Bill, 2015. Following the enactment of the new statute this Schedule may need to be revised. The italicised words in this Schedule are defined in the Constitution.

Structure

The Professional Standards Group (PSG) is established pursuant to Rule 5.10, and at the time of adoption of this Constitution comprises a Professional Conduct Officer (PCO) supported by other standing members, the *Board* (as required), and other industry or external advisers or experts may be called on as needed.

What complaints and grievances can RANZ handle?

The PSG evaluates *complaints* lodged against RANZ *Members* in relation to possible breaches of the RANZ Code of Practice adopted pursuant to Rule 5.12, any other *complaints* under the RANZ Constitution against RANZ *Members*, as well as *grievances* raised by any RANZ *Member* in respect of RANZ.

RANZ *Members* have agreed to abide by the RANZ Constitution and Code of Practice and to be subject to the RANZ disciplinary processes. All *complaints* must relate to the actions of a RANZ *Member* acting in his or her professional capacity or as a *Member* of RANZ (please use the members search function in the website to see if an individual or company is a RANZ *Member*).

All *complaints* and *grievances* must be supported by any available documented evidence. The disciplinary procedures set out below allow RANZ to impose sanctions if a *complaint* is upheld and any *Member* is found to be in breach of the RANZ Constitution or Code. Such sanctions may include, but are not limited to, private warnings, suggested reparations, membership suspension, or expulsion. The factual basis of *complaints* in relation to the Code of Practice, and whether or not a complaint has been upheld, will be publicly available on the RANZ website for an appropriate period after the decision is made in respect of each *complaint*.

What complaints and grievances does RANZ not handle?

There are some situations that the RANZ procedures do not cover. Examples include:

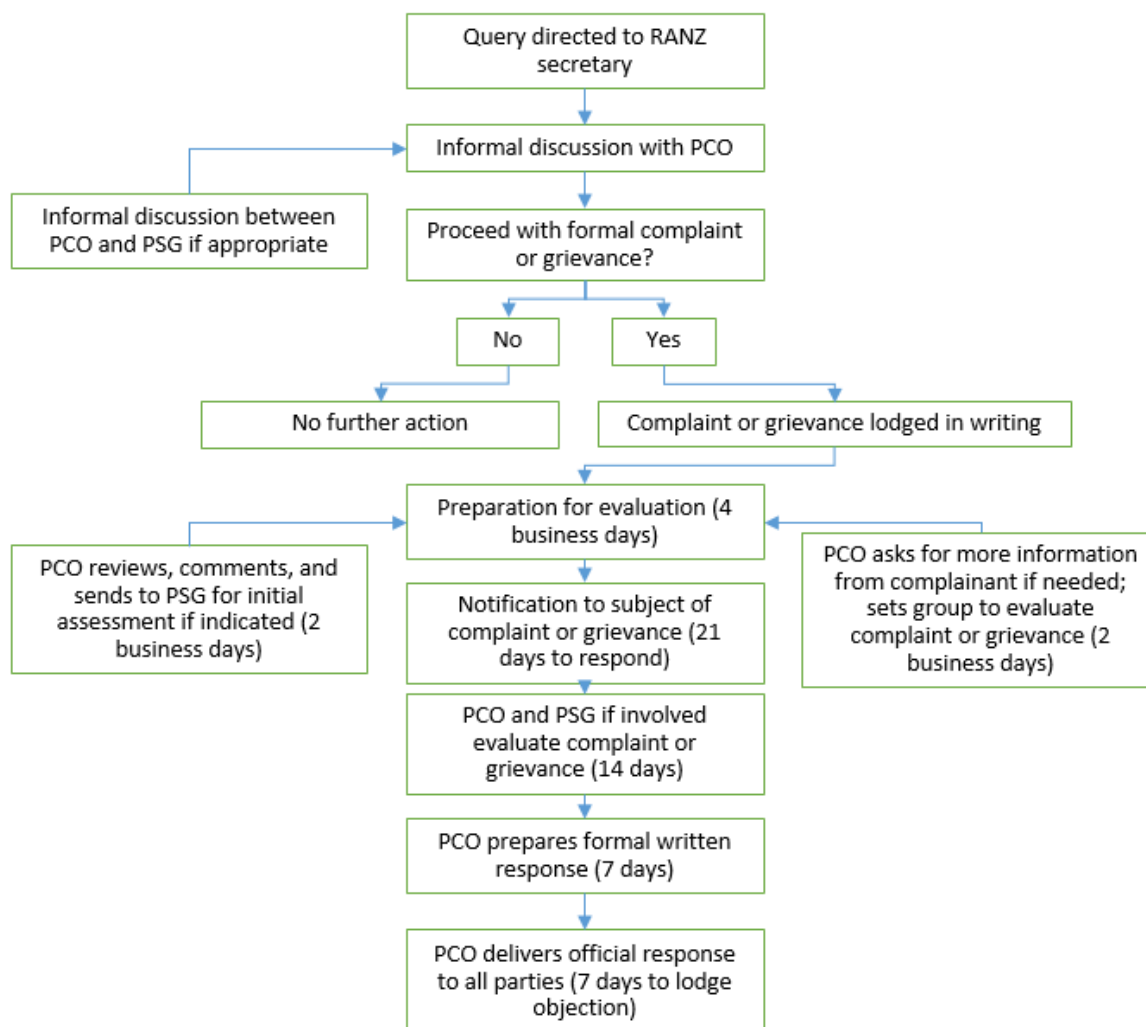
- Complaints about someone who is not a RANZ *Member* and therefore not subject to the RANZ Code or procedures. However, in exceptional circumstances, RANZ may take specific action to protect *Member*, the reputation of market research, or of RANZ. Please use the members search to see if an individual or company is a RANZ *Member*, and
- Legal issues such as contractual, payment and employment issues which are more appropriately dealt with through legal processes.

If you are unsure whether the RANZ disciplinary procedures cover any particular situation, please send your query to secretary@researchassociation.org.nz for review.

Who can make a complaint or grievance?

Any public or private organisation or individual (including other RANZ *Members*) directly concerned by a possible breach of the RANZ Constitution or Professional Code by a RANZ *Member* can lodge a *complaint*. Any RANZ *Member* can raise a *grievance* in respect of actions or inaction of RANZ.

Overview of the complaints and grievances procedures



Please note that:

- *Complaints* against *Members* will be assessed against RANZ Constitution and Professional Code and must be supported by evidence, and
- RANZ Members may raise *grievances* (as defined in the Constitution) relating to RANZ.

Before making a *complaint* or *grievance*, please refer to the RANZ Code of Practice and any related notes and guidelines that may be relevant.

Download a copy of the *complaint* or *grievance* form from www.researchassociation.org.nz.

If we can't help you

We may not be able to address your *complaint* or *grievance*, usually because it falls outside the scope of RANZ's authority. If we decide we cannot deal with your *complaint* or *grievance*, we will explain our reasons. Where possible, we will try to suggest other options.

Professional Standards in RANZ: Description

Basis for Research Association New Zealand complaints and grievance procedures

1. RANZ has based its Complaints procedure on the ESOMAR Complaints & Compliance regulations and Disciplinary Procedures, while both the Complaints and the Grievances procedures reflect the provisions in the Exposure Draft Incorporated Societies Bill, 2015.

PSG Composition and appointment

2. RANZ has a Professional Standards Group (PSG) comprising a Professional Conduct Officer (PCO) supported by members of the Executive Committee, *Board* (as required) and the Secretary.
3. The PCO is appointed by the RANZ *Board* for a renewable term of 2 years. The role is unpaid. The PCO may or may not sit on the *Board* but must qualify to do so with regards to tenure and standing in the industry.
4. Any PSG member or the PCO may, by resolution of the *Board*, be replaced for good cause (for example, failure to perform the duties expected of that person or failure to avoid conflicts of interest).

Scope of the PSG

5. The PSG responds to requests for clarifications of the RANZ Code of Practice as well as to allegations that RANZ *Members* may be in breach of that Code including *complaints* against *Members*, and *Member grievances* against RANZ.
6. The PSG shall not examine *complaints* or *grievances* with respect to contractual, payment or employment issues which the PSG, at its sole discretion, deems should be dealt with through legal means unless the alleged violation or violations appear to bring the profession into disrepute and constitute a breach of the Code.
7. Any PSG action regarding a Code infringement that may be in legal dispute shall be placed on hold until any legal proceeding is resolved unless the PSG at its discretion deems otherwise. However, the outcome of any legal proceeding does not prohibit the PSG from addressing the Code infringement *complaint* or *grievance* afterwards.
8. The PSG may upon request give opinions to courts of law, public authorities, or other associations or bodies with respect to the interpretation of the RANZ Code.

Processing of Complaints or Grievances

1. Any person, company or other organisation directly concerned by an alleged infringement of the abovementioned Code or this Constitution by a *Member* may file a *complaint* concerning the misconduct or discipline of *Members* with the PSG, and any *Member* may lodge a *grievance* relating to the *Member's* rights and interests as a *Member* with the PSG.
2. Should the PSG be made aware of a potential breach of the Code that could bring the profession into disrepute or breach of this Constitution, the PSG can at its own discretion start an investigation, which may lead to disciplinary action.
3. Any *complaint* or *grievance* shall be lodged in writing and shall be supported with a statement of the case and any relevant constitutional provisions or Code articles(s) which have allegedly been breached as well as by all relevant documents and other evidence. It shall be addressed to the Professional Standards Group of RANZ.

4. The PSG shall be able to make an independent decision regarding which constitutional provisions or Code article(s) may have been allegedly breached.

Procedure

5. On receipt of a *complaint* concerning a Member's conduct or on his/her own initiative, the PCO shall cause inquiries to be made to establish the facts and circumstances of the matter by whatever means the PSG considers appropriate, including raising questions directly with the Member concerned. The Member shall be informed upon the raising of any question that such questions are being asked in connection with possible disciplinary proceedings.
6. Any member of the PSG, including the PCO, having a personal interest in the subject matter of a *complaint* or *grievance* or a relationship with one of the parties of a nature that might affect the PSG member's ability to proceed in an objective manner, shall withdraw from any consideration of the *complaint*.
7. Having made such inquiries, the PSG may conclude that there is no prima facie case against the Member concerned or no prima facie case in respect of a *grievance*. In that event the PSG shall so inform the Member in writing as well as any complainant involved. If the complainant is not satisfied with that response the processes in the following paragraphs shall be followed.
8. To avoid unnecessary damage to the Member's reputation or the reputation of others, the PCO or his/her delegate, as the case may be, may act on behalf of the PSG.
 - a. Such action shall be limited to deciding whether the *complaint* or the *grievance* raised and related inquiries have been sufficient to establish the existence of a prima facie violation of the above-mentioned Code or the provisions of this Constitution.
 - b. If the PCO or his/her delegate concludes that a prima facie case has not been established and that an early decision on the particular *complaint* or *grievance* is needed, s/he may terminate the proceedings and so inform the parties. In the event of such action, the PCO or his/her delegate shall notify the other members of the PSG promptly of the action s/he has taken.
 - c. If the person raising the *complaint* or the *Member* raising the *grievance* is not satisfied with the PCO's termination decision the person raising the *complaint* or the *Member* raising the *grievance* may take the matter further in accordance with the procedures set out in the following paragraphs.
 - d. In no event shall the PCO or his/her delegate undertake on his/her own to impose a warning on any *Member* or non-member of RANZ.
9. In the case of *complaints* or *grievances*, if, having undertaken appropriate inquiries, the PCO or his/her delegate in consultation with the PSG, decides that there is a prima facie case on a *complaint* or *grievance* that should be pursued in respect of a possible breach of any provision of the above-mentioned Code or this Constitution, the PSG shall write to the *Member* who is the subject of a *complaint* or the *Board* in respect of any *grievance* raised, setting out the conduct or actions complained of and provide the *Member* or the *Board* with the documentation supporting the claim submitted by the complainant and the Code or constitutional provisions allegedly breached.

- a. The PSG shall allow the *Member* who is the subject of a *complaint* or the *Board* in respect of a *grievance* a maximum of 21 *clear days* to provide a written response. *Members* and the *Board* are expected to cooperate in the investigation of a *complaint* or *grievance*, and failure to cooperate may lead to a sanction.
 - b. Upon receipt of the written response of the *Member* who is the subject of a *complaint* or the *Board* in respect of a *grievance*, or after a maximum of 21 *clear days*, whichever occurs earlier, the PSG shall undertake such further inquiries as it considers necessary.
 - c. Upon completing its inquiries, the PSG shall give its opinion on the case and send its findings and reasons in writing promptly to the *Member* in respect of a *complaint* or the *Board* in respect of a *grievance*.
 - d. In any case that appears to the PSG, having completed its inquiries into a *complaint*, to be so serious that a suspension or expulsion may be an appropriate measure, this shall be brought to the attention of the RANZ *Board* Chair. The PSG shall set out the background to the *complaint* and recommendations fully in writing, together with any relevant documents and other evidence.
- 10.** In the case of *grievances*, if, having undertaken appropriate inquiries, the PCO or his/her delegate in consultation with the PSG, decides that there is a prima facie case on a *grievance*, the PSG shall to bring this to the attention of the RANZ Board Chair. The PSG shall set out the background to the *grievance* and recommendations fully in writing, together with any relevant documents and other evidence.
- 11.** Where a *complaint* or *grievance* has been the subject of a report to the RANZ *Board* Chair the following processes shall be followed:
- a. **Complaints:** The *Board* or a subcommittee established under Rule 5.11 (“the decision-maker”) shall deal with a *complaint* in accordance with the following provisions:
 - (i) The complainant and the *Member* complained against must be advised of all details of the *complaint*,
 - (ii) The *Member* or the *Association* which is the subject of the *complaint* must be given an adequate time to prepare a response,
 - (iii) The complainant and the *Member* who is the subject of the *complaint* must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required, and
 - (iv) Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.
 - b. **Grievances:** The *Board* or a subcommittee established under Rule 5.11 (“the decision-maker”) shall deal with a *grievance* in accordance with the following provisions:
 - (i) The complainant and those in respect of whom the *grievance* has been raised must be advised of all allegations concerning the *grievance*,
 - (ii) Those in respect of whom the *grievance* has been raised must be given an adequate time to prepare a response,

- (iii) The complainant and in respect of whom the *grievance* has been raised must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required, and
 - (iv) Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.
- c. A *Member* may not make a decision on or participate as a decision-maker regarding a *complaint* or *grievance* if two or more *Board Members* or the decision-maker consider that there are reasonable grounds to infer that the person may not approach the *complaint* or *grievance* impartially or without a predetermined view (and such a decision must be made taking into account the context of the *Association* and the particular case, and may include consideration of facts known by the other *Members* about the decision-maker so long as the decision is reasonably based on evidence that proves or disproves an inference that the decision-maker might not act impartially).
- d. The decision-maker may:
 - (i) Dismiss a *grievance* or *complaint*, or
 - (ii) Uphold a *grievance* and make such directions as the decision-maker thinks appropriate (with which the *Association* and *Members* shall comply),
 - (iii) Uphold a *complaint* and:
 - Reprimand or admonish the *Member*, and/or
 - Suspend the *Member* from membership for a specified period, or
 - Terminate the *Member's* membership, and
- e. Order the complainant (if a *Member*) or the *Member* complained against to meet any of the *Association's* reasonable costs in dealing with a *complaint*.
- f. If the *Member* complained against resigns after a *complaint* is received the *Association* shall have power to continue to follow the procedures set out for investigating and making decisions on the *complaint* and, if the *complaint* is upheld, of imposing penalties and making orders for payment of costs.