

CONSTITUTION of

STAKEHOLDERS IN METHYL BROMIDE REDUCTION (STIMBR)

(Accepted by resolution at AGM on 8th July, 2008 in Wellington)

1 NAME OF THE ORGANISATION

- 1.1 The full name of the organisation will be “Stakeholders in Methyl Bromide Reduction Incorporated”.
- 1.2 The organisation will be known by the short name of “STIMBR”.

2 AIM AND OBJECTIVES

- 2.1 The aim of STIMBR is to provide a united voice in support of initiatives aimed at enhancing market access and biosecurity clearances for goods and products while reducing the release of methyl bromide into the atmosphere and seeking the long term reduction in its use.
- 2.2 The specific objectives of STIMBR are:
 - 2.2.1 To act as a forum for the discussion of stakeholder interests and activities.
 - 2.2.2 To inform government and the wider public as to the unique needs of New Zealand’s situation with regard to methyl bromide and the need for urgent action in the development of alternatives to methyl bromide, recapture technologies and other matters related to achievement of the aim of the organisation.
 - 2.2.3 To seek funding to support its objectives.
 - 2.2.4 To commission, coordinate, promote and publish research undertaken on alternatives to methyl bromide, recapture technologies and other initiatives to enhance the achievement of the aim of the organisation.
 - 2.2.5 To develop and implement agreed outcomes from research activity into commercial activities used by industry.
 - 2.2.6 To allocate and manage funds from subscriptions, levies and other contributions, to priority areas as agreed at the Annual General Meeting or Special General Meeting.
 - 2.2.7 To undertake any other activities which from time to time are seen by STIMBR to be in the interests of the organisation and achievement of its aim.

3 MEMBERSHIP

- 3.1 Membership will comprise of
 - 3.1.1 organisations with aims and objectives that are consistent with the aims and objectives of STIMBR (organisational membership as defined in clause 3.3) and
 - 3.1.2 individuals and overseas organisations that have an interest in furthering the aim of STIMBR (associate membership as defined in clause 3.4).

- 3.2 The STIMBR management committee shall have complete discretion to allow any organisation or individual to become a member. Such decision shall be final.
- 3.3 Organisational membership
- 3.3.1 Each organisation will be entitled to nominate one person (the “named person”) who will represent that organisation as a voting member of STIMBR for that financial year and will be the one contact point between STIMBR and that organisation.
- 3.3.2 Each organisational membership shall be entitled to one vote. Other members of the member organisation may attend general meetings but will not be entitled to a vote.
- 3.3.3 The Chair will determine the extent to which any non-voting member may be extended speaking rights at a general meeting.
- 3.4 Associate membership
- 3.4.1 Associate membership shall be open to individuals in New Zealand and to members of overseas organisations that are interested in supporting the aim of STIMBR.
- 3.4.2 Subject to subclause 3.4.3, associate members will not be entitled to a vote on STIMBR matters.
- 3.4.3 Associate members who are voted onto the STIMBR management committee or working party established by the management committee will be entitled to a vote on the committee or working party.
- 3.4.4 An associate member’s entitlement to vote remains only as long as they are a member of the management committee or working party.
- 3.5 At the time of paying their subscriptions, each member will indicate whether they wish to be an associate member or which organisational membership area as outlined in clause 5.3 they wish to be a part of.
- 3.6 Subscriptions for both categories of membership shall be paid directly to the Secretary/Treasurer of STIMBR or an agent of the Secretary/Treasurer designated by the STIMBR management committee.
- 3.7 Subscription rates for each category of membership may be different and will be recommended by the STIMBR management committee and approved at the Annual General Meeting.
- 3.8 Staff or Authority members of the Environmental Risk Management Authority (ERMA) shall not be entitled to membership of STIMBR.

3.9 Modes of ceasing to be a member

- 3.9.1 Organisations or individual members may resign at any time by notifying in writing the Secretary/Treasurer of STIMBR or any such person who may be designated by the STIMBR management committee.
- 3.9.2 Membership may be cancelled by the STIMBR management committee where an organisation or individual fails to pay the annual subscription within a reasonable time.
- 3.9.3 Membership may be cancelled by the STIMBR management committee where the STIMBR management committee, after appropriate investigation, believes that the member organisation or individual has brought STIMBR into disrepute or where their behaviour does not support the aim of STIMBR.
- 3.9.4 A non-exclusive list of examples of behaviour that may lead to membership being cancelled would include:
 - (a) the proven or substantiated influencing of a decision affecting personal benefit in contravention of clause 18;
 - (b) the unreported declaration of a conflict of interest in contravention of clause 8 that materially affected or will affect the objectives/outcome of a decision-making process or the financial situation of STIMBR;
 - (c) breach of any confidentiality agreement.

4 MANAGEMENT OF STIMBR

- 4.1 STIMBR shall be managed by the STIMBR management committee consisting of the officers and representatives of member organisations and/or associate members as outlined in clause 5.
- 4.2 The STIMBR management committee may approve the establishment of additional working parties to assist in achievement of the aim of STIMBR.

5 STIMBR MANAGEMENT COMMITTEE MEMBERSHIP

- 5.1 At the Annual General Meeting of STIMBR, the following officers of the STIMBR management committee (the committee) shall be elected:
 - 5.1.1 a Chair;
 - 5.1.2 a Secretary/Treasurer.
- 5.2 Where any vacancy amongst the officers is filled by a current serving committee member, the position held by that person may, with approval of the committee, be deemed to be vacant, and such vacancy then filled in line with clause 5.10.

- 5.3 At the Annual General Meeting of STIMBR, one committee member shall be appointed from each of the following representative areas in line with clause 5.4, 5.5 or 5.6:
- 5.3.1 Fumigant applicators and methyl bromide importers
 - 5.3.2 Wood processors
 - 5.3.3 Log exporters
 - 5.3.4 Sawn timber exporters
 - 5.3.5 Importers and non-forestry exporters
 - 5.3.6 Forest owners
 - 5.3.7 Government
 - 5.3.8 Researchers
 - 5.3.9 Ports
- 5.4 Each of the respective areas above will determine one representative for their area prior to the Annual General Meeting and forward this name to the Secretary/Treasurer or other nominated person at least one week prior to the Annual General Meeting.
- 5.5 Where any of the representative areas above do not advise the Secretary/Treasurer or other nominated person of their representative in advance of the Annual General Meeting, the members present at the Annual General Meeting shall elect a representative for that area from amongst the members present.
- 5.6 Where there is disagreement at the Annual General Meeting as to who is the named member from any particular representative area, members present from that representative area will be offered the opportunity to withdraw and select a named member to represent their area. If this process does not result in an agreed representative then the members present at the Annual General Meeting shall elect a representative for that area from amongst the members present.
- 5.7 Representatives of these areas will be responsible for ensuring good communication of the activities of STIMBR with their related organisations including appropriate consultation on matters advised in advance for agreement at an Annual General Meeting or Special General Meeting.
- 5.8 The committee shall appoint a vice-Chair from within that committee. If this appointee is a named person under an organisational membership this shall not entitle that organisation to another representative or vote.
- 5.9 The committee shall have the right to co-opt up to two members of STIMBR who, subject to clauses 3.4.2 and 3.4.3, shall have the same rights and privileges as elected members. Such co-option will normally be utilised only to obtain specialist expertise that is not currently within the committee and will expire at the next Annual General Meeting.
- 5.10 Any casual vacancy occurring among the officers or members of the committee may be filled by the committee.

5.11 The committee may delegate business to an Executive group comprising the Chair, Vice-Chair, Secretary/Treasurer and one other committee member. Such business will be restricted to the efficient and effective implementation of a matter that has previously been agreed by the committee.

5.12 The non-officer members of the Executive shall be elected annually by the committee.

6 MEETINGS OF THE STIMBR MANAGEMENT COMMITTEE AND EXECUTIVE

6.1 A quorum of the committee shall be one half of those entitled to vote plus one rounded up to the nearest whole number.

6.2 A quorum of the Executive shall consist of 3 members of the Executive.

6.3 Decisions shall, in the first instance, be taken by a simple majority of those present and voting.

6.4 At all meetings the Chair shall have both a casting and deliberative vote.

7 POWERS AND RESPONSIBILITIES OF THE STIMBR MANAGEMENT COMMITTEE

7.1 The committee shall be responsible for the efficient and effective management of the affairs of the organisation in line with the aim of STIMBR and such other specific responsibilities as are indicated below.

7.2 The role of the Chair of the committee shall be to:

7.2.1 chair each meeting of the committee and the Annual General Meeting or any Special General Meeting;

7.2.2 provide an annual report to the Annual General Meeting on the activities of STIMBR for the previous financial year;

7.2.3 act as spokesperson for STIMBR unless otherwise determined by the committee.

7.3 The role of the Secretary/Treasurer of the committee shall be to:

7.3.1 keep the record of members;

7.3.2 record and distribute the minutes of meetings;

7.3.3 maintain a Register of Conflicts of Interest;

7.3.4 hold STIMBR's documents and records;

7.3.5 receive and reply to correspondence as required by the committee;

7.3.6 maintain and hold an agreed schedule of levies, fees and subscriptions as may be agreed at an Annual or Special General Meeting;

7.3.7 prepare and issue invoices for levies, fees and subscriptions;

7.3.8 receive levies, fees and subscriptions and other forms of income related to the activities of STIMBR;

7.3.9 maintain accurate financial records of all STIMBR transactions;

- 7.3.10 provide an audited set of financial statements to members at the Annual General Meeting.
- 7.4 The committee shall consider and agree on termination of any member's membership. Any agreement to terminate such a membership must be unanimous.
- 7.5 The committee shall distribute an audited set of financial statements in advance of the Annual General Meeting.
- 7.6 The committee may employ staff to expedite the business of STIMBR.
- 7.7 The committee shall have such other powers as may be necessary for the efficient and effective administration of STIMBR.
- 7.8 The committee shall meet at least twice each year. Meetings may be by teleconference or videoconference.
- 7.9 Members of the committee, subject to the provisions of clause 7.10, shall be responsible for their own costs associated with attendance at any meeting of the committee.
- 7.10 Where the Chair or Secretary/Treasurer are associate members living within New Zealand, STIMBR shall, at its discretion and by mutual agreement, meet the costs of the Chair and/or Secretary/Treasurer undertaking their roles.

8 CONFLICTS OF INTEREST

- 8.1 Members elected or appointed to the management committee or to any working party established by the management committee shall declare to the management committee relevant interests known to them that are or may become conflicts of interest and those interests shall be recorded in the Register of Conflicts of Interest.
- 8.2 A committee member who has a conflict of interest or potential conflict of interest in respect of a transaction entered into, or to be entered into must, prior to the relevant discussion(s),
- 8.2.1 remind the management committee or working party of the interest or if not already recorded, declare that interest to the management committee or working party and have it recorded in the Register of Conflicts of Interest and in the minutes of the particular meeting;
- 8.2.2 with the exception of votes on subscriptions or levies, refrain from voting on the matter.
- 8.3 The management committee or working party shall have the ability to decide by a simple majority on a case-by-case basis whether it is appropriate that the conflicted or potentially conflicted member takes part in any discussion and/or elaboration of a particular related motion.

9 FINANCES

- 9.1 The funds of STIMBR shall consist of subscriptions for the organisational and associate membership together with any levy or other charges as may be agreed at the Annual General Meeting.
- 9.2 Notwithstanding clause 9.1 the STIMBR management committee shall be able to levy members with any such subscription, fee or levy as may have been approved by the STIMBR management committee prior to the formal adoption of a subscription, fee or levy rate at the Annual General Meeting or Special General Meeting. Should the Annual General Meeting or Special General Meeting subsequently approve any decrease in subscription or levy then the difference shall be remitted to those who have paid the higher rate. Where the subsequently approved subscription or levy is higher than that initially approved by the STIMBR management committee, members having already paid the lower rate may be charged the difference, as determined by the STIMBR management committee.
- 9.3 Subscriptions, fees and levies will be paid to STIMBR together with such grants, contributions, bequests and other forms of income as STIMBR may receive from time to time.
- 9.4 It shall be the responsibility of the Secretary/Treasurer to provide annually an audited financial statement for the previous financial year together with a budget for the following year. These documents shall be presented to the Annual General Meeting after their circulation to all members.
- 9.5 Subscriptions shall be paid directly to the Secretary/Treasurer of STIMBR or an agent of the Secretary/Treasurer designated by the STIMBR management committee.
- 9.6 The financial year shall close on 30 June.
- 9.7 An Auditor shall be appointed by STIMBR at the Annual General Meeting. The STIMBR management committee may fill any casual vacancy in the office of Auditor.
- 9.8 It shall be the duty of the Auditor to report annually to the members of STIMBR whether the financial statements present a true and fair view of the state of STIMBR's financial affairs.
- 9.9 All moneys received by STIMBR shall be paid into such banking accounts as are approved by the STIMBR management committee.
- 9.10 Payments on behalf of STIMBR shall be made by way of cheques that shall be signed by the Secretary/Treasurer and at least one other person as may from time to time be appointed for the purpose by the STIMBR management committee.
- 9.11 Written agreements with other parties shall be signed by at least two members of the Executive committee.

10 THE ANNUAL GENERAL MEETING OF STIMBR

- 10.1 The Annual General Meeting of STIMBR shall be held no later than 30 September in every year. Notice of the meeting and papers related to the business of the meeting shall be sent to all members at least 3 weeks prior to the date set.
- 10.2 All financial members of STIMBR shall be eligible to attend the Annual General Meeting.
- 10.3 Only organisational members shall be entitled to vote at the Annual General Meeting unless the Chair and/or Secretary/Treasurer of the management committee is an associate member in which case they shall be entitled to vote.

11 CONDUCT OF THE ANNUAL GENERAL MEETING OF STIMBR

- 11.1 The Chair, or a person designated by the Chair, shall chair the Annual General Meeting.
- 11.2 There will be a quorum of 25% of financial members in the previous year for an Annual General Meeting of STIMBR.
- 11.3 Proposals relating to changes in policy, subscription, fee or levy rates or the constitution may be given effect by a simple majority of the Annual General Meeting provided all such proposals are circulated with the notice of meeting.
- 11.4 Every motion properly put to the meeting shall be decided in the first instance by the person holding the chair on the voices. If, after any motion has been put, the chair considers it desirable or any person present entitled to vote demands that the motion be decided by a show of hands, a show of hands shall be taken on the motion and the chair shall declare the result accordingly.
- 11.5 Business to be conducted at the Annual General Meeting shall include:
 - 11.5.1 Acceptance of the Chair's report on the activities of STIMBR in the previous financial year;
 - 11.5.2 Acceptance of the audited financial statements of STIMBR for the previous financial year;
 - 11.5.3 Election of the officers and members as outlined under this Constitution (such appointments to be for a period of one year);
 - 11.5.4 Appointment of an auditor;
 - 11.5.5 Agreement on subscriptions, fees or levies and other such matters as have previously been circulated to all members of STIMBR as required by this Constitution;
 - 11.5.6 Such other business as may normally be expected to be conducted at an Annual General Meeting.

12 PROXY VOTING

- 12.1 Where a named person is unable to attend any Annual General Meeting or Special General Meeting they shall be entitled to a proxy. Such proxy is to be notified to the Secretary/Treasurer in advance of the Annual General Meeting.
- 12.2 Where an associate member becomes a member of the STIMBR management committee or working party established by the management committee and the associate member is unable to attend any Annual General Meeting or Special General Meeting they shall be entitled to a proxy. Such proxy is to be notified to the Secretary/Treasurer in advance of the Annual General Meeting.
- 12.3 Where a named person or associate member is a member of the STIMBR management committee or working party established by this Constitution and is unable to attend any meeting of that committee or working party, they shall not be entitled to a proxy.

13 SPECIAL GENERAL MEETING

- 13.1 Special General Meetings of STIMBR may be convened by the STIMBR management committee and held at such time and place as the STIMBR management committee determines for the purpose of considering, and if necessary, taking action with reference to any motion or business of which due notice has been given. A Special General Meeting shall be so convened and held if not less than 25% of financial members in the previous year by signed requisition delivered to the Secretary/Treasurer and stating the grounds therefore in writing so require.
- 13.2 At least three weeks notice in writing of the time and place so fixed for any Special General meeting of STIMBR and of the motions or business to be considered at such meeting shall be given by the Secretary/Treasurer to the members.
- 13.3 All financial members of STIMBR shall be eligible to attend any Special General Meetings of STIMBR.
- 13.4 There will be a quorum of three Executive members and four other STIMBR management committee members for Special General Meetings.
- 13.5 Only organisational members shall be entitled to vote at any Special General Meeting unless the Chair and/or Secretary/Treasurer of the management committee is an associate member in which case they shall be entitled to vote.

14 CONFERENCE, SEMINARS AND WORKSHOPS

- 14.1 STIMBR may organise conferences, seminars, workshops and lecture series or any such other activity as it considers appropriate and may publish or otherwise distribute the outcomes of these activities as agreed by the STIMBR management committee.
- 14.2 As far as practicable such activities shall be financially self-supporting.

15 CONFIDENTIALITY

- 15.1 All members shall be bound by such confidentiality agreements as may be approved by the STIMBR management committee in relation to any research or other publications as may evolve from these or other STIMBR activities.
- 15.2 Should a person cease to be a member of STIMBR whether by resignation or cancellation of their membership, all rights and obligations prior to such resignation or cancellation will not be affected. In particular, all confidentiality obligations of the member shall survive their resignation or cancellation of membership.

16 DISPUTE RESOLUTION

- 16.1 If a dispute arises out of or in relation to this Constitution (other than a dispute which is to be resolved in accordance with express provisions set out elsewhere in this Constitution) ("the Dispute") no Party may commence any court or arbitration proceedings relating to the Dispute unless it has complied with the following paragraphs of this clause, except where the Party seeks urgent interlocutory relief.
- 16.2 A party claiming the Dispute has arisen under or in relation to this Constitution must give written notice to the Chair and Secretary/Treasurer of the STIMBR Management Committee and other Parties specifying the nature of the Dispute.
- 16.3 On receipt of that notice, the Chair and the Parties involved in the Dispute will use all reasonable endeavours to resolve the Dispute by discussion, consultation, negotiation or other informal means.
- 16.4 If the Chair and the relevant Parties are unable to resolve the Dispute by negotiation within ten Working Days of the notice being given pursuant to clause 16.2 (or within such further period agreed in writing by the Parties) then the relevant Parties shall refer the Dispute to mediation. The mediator shall be appointed by the parties involved in the Dispute but where the parties cannot agree within a period of five Working Days of first attempting to do so, then the chairperson of the New Zealand chapter of LEADR (Leading Edge Alternative Dispute Resolvers) shall appoint a mediator.
- 16.5 If the Dispute is not resolved within ten Working Days of being referred to mediation in accordance with clause 16.4 (or within such further period agreed in writing by the Parties involved in the Dispute) any Party involved in the Dispute may, by giving written notice to the other Parties involved, require the Dispute to be determined by the arbitration of a single arbitrator. The arbitrator will be appointed by the relevant Parties or, failing agreement within five Working Days of the notice requiring arbitration, by the President of the New Zealand Law Society on application of any Party involved in the Dispute. The arbitration will be conducted as soon as possible and in accordance with the provisions of the Arbitration Act 1996.

17 GOVERNING LAW

This Constitution shall be governed by the law of New Zealand and all members will submit to the non-exclusive jurisdiction of the courts of New Zealand.

18 PERSONAL BENEFIT

- 18.1 No member of STIMBR or any person associated with a member shall participate in or materially influence any decision made by STIMBR in respect of the payment to or on behalf of the member or associated person of any income, benefit or advantage whatsoever.
- 18.2 Any such income paid shall be reasonable and relative to that which would be paid in an arms length transaction (being the open market value). The provisions of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

19 WINDING UP

If upon the winding up or dissolution of STIMBR there remains after the satisfaction of its debt and liabilities any property or funds whatsoever, the same shall not be paid to or distributed among the members of STIMBR but shall be transferred forthwith to the Environmental Risk Management Authority (ERMA) or to such other organisation with aims similar to that of STIMBR as may be approved by STIMBR. Once distributed, such property or funds are to be used towards the advancement of knowledge or other activities in such a way as the governing body of ERMA or the other organisation may decide.

20 INTERPRETATION OF RULES

If any doubt shall arise as to the correct interpretation of any clause or section of a clause of this Constitution, the decision of the STIMBR management committee thereon shall be final and conclusive provided such decision be reduced to writing and recorded in the Minute Book of the STIMBR management committee.

21 ALTERATIONS TO RULES

This Constitution may be altered and amended from time to time with the exception of clause 18 (Personal Benefit) and 19 (Winding Up) unless with prior approval of the Inland Revenue Department. Such alterations or amendments shall be made only at the Annual General Meeting or Special General Meeting of STIMBR after the giving of due notice as required by this Constitution subject to the following conditions:

- (a) Notice stating the general tenor of any proposed alterations or additions to this Constitution shall be given to each member;
- (b) The meeting may amend any such proposals provided such amendments do not materially change the intent of the proposal. Decisions on whether the proposal has been materially changed or not will rest with the chair of STIMBR;
- (c) Proposals relating to changes in this Constitution may be given effect by a simple majority of the members present at the Annual General Meeting or Special General Meeting and entitled to vote.