

**MINUTES OF THE AUSA SPECIAL GENERAL MEETING HELD ON  
WEDNESDAY 24 SEPTEMBER 2008 AT 1PM IN THE STUDENT UNION QUAD**

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**1. PRESENT:** PRESIDENT (CHAIR), AVP, EVP, CAO (2), CSO, EAO (R. SCOTT), MO, NAO, OSO, SO (2), SRC, WO, WRO. (204 MEMBERS)

**2. APOLOGIES:**

**3. ABSENT:** IAO, PISO.

**4. MEETING OPENED:** 1.15pm

First Count – 1.10pm - 120

Second Count – 1.15pm - 204 members present.

**5. MINUTES OF THE PREVIOUS MEETING:**

CHAIR

G 13/08 THAT the Minutes of the Autumn General Meeting held on Wednesday 19 March 2008 be received and adopted as a true and accurate record.

*Carried*

**6. DECLARATION OF ELECTION OF THE 2009 OFFICERS, PORTFOLIO HOLDERS & CRACCUM EDITOR**

CHAIR

G 14/08 THAT the results for the 2009 Officers, Portfolio holders and Craccum Editor be adopted.

President	Darcy Peacock
Administrative Vice-President	Joe McCrory
Education Vice-President	Akif Malik
Treasurer	Fiona Feng
Clubs & Societies Rep	Keri Watts
Cultural Affairs Officer	Elliott Blade
Environmental Affairs Officer	Amanda Stoltz & Hana Christenson
International Affairs Officer	Yasmin Chilmeran
Media Officer	Thomas Carver
National Affairs Officer	Ralph Hall & Rachel McMaster
Overseas Students Officer	Kenny Yu
Sports Officer	Oscar Ellison & Isabella Howie
SRC Chair	Gilaad Amir & Oliver Woods
Tamaki Representative	Stephen Bier
Welfare Officer	Alison Dunn
Womens' Rights Officer	Caroline Fergusson
Craccum Editor	Valentine Watkins & Matthew Harnett

*Carried*

**7. CONSTITUTIONAL CHANGES:**

CHAIR

G 15/08 THAT any changes to the Constitution passed at this General Meeting take effect from 1 January 2009 AND THAT power be delegated to the Secretary to correctly renumber the Constitution accordingly with these changes and make any further spelling or grammatical corrections as necessary.

*Carried*

## Part 1 of Constitutional Changes – The Constitution

### Highlights of the first part of these Constitutional changes:

- **Removal of defunct Associate Membership category (rule 7iv)**
- **Changing name of SRC to Student Forum (rule 44)**
- **Club membership requirements codified – minimum of 10 members for new clubs, 20 for reaffiliating, all clubs must have at least 70% AUSA membership (rule 51)**
- **Removing archaic ‘Badges and Blazers’ provisions – rules 61-66**
- **Many other various corrections and improvements throughout**
- **Incorporating requirements needed under the Charities Commission**

### CHAIR

G 16/08 THAT the following amendments to the Constitution be made:

#### Rule 1 – Name

**DELETE** “The”

So that the amended clause shall read:

“The name of the Association shall be “ Auckland University Students' Association (Incorporated).”

**REASONING:** This is the name AUSA is registered under the Register of Incorporated Societies (not ‘the AUSA’).

#### Rule 2 – Interpretation

**DELETE** “Ethnic and Faculty Organisations” shall mean and refer to the Auckland University Engineering Society, AUES, the Auckland University Law Students' Society (AULSS), the Carey Baptist Theological College Students' Association, the Auckland University Pacific Island Students' Association (AUPISA), the Auckland University Commerce Students' Association (AUCSA), the Auckland University Medical Students' Association, the Arts Faculty Students' Association, the Auckland University Asian Students' Council, the Auckland University Science Students' Association and the Auckland University Architecture Property and Planning Students' Association. To be included in this definition, an organisation must be a society incorporated by the Registrar of Incorporated Societies.

**REASONING:** Many of these bodies simply don't exist anymore. AUSA now funds existing Faculty Associations for educationally-focused activities through a funding line in the Budget, and clubs through clubs grants.

**DELETE** “Faculty” shall mean “Every Faculty, Department, School, or other like body which the University may from time to time constitute”.

**REASONING:** Specific reference to Faculties no longer required in the new proposed Constitution

**DELETE** “The notice-board immediately outside the Bookshop or such other notice-board immediately outside the Bookshop or such other notice-board or boards as the Executive may designate as the official notice-board(s) of the Association”.

And **ADD** “ Any noticeboard or boards as the Executive may designate as the official noticeboards of the Association.”

**REASONING:** Update definition of AUSA noticeboards

**DELETE** “A Semester of the University of Auckland”

and **ADD** “Semester 1 or 2 of the University of Auckland, the duration of which shall be defined by the University of Auckland Calendar”

**REASONING:** Updates the definition of semester

**DELETE** all references to “SRC”

and **ADD** “Student Forum(SF)”

**REASONING:** Proposed renaming of Student Representative Council to Student Forum.

**DELETE** “Student Union Management Committee” shall mean “That committee set up a deed between the Association and the University for the control and management of the Student Union Building”.

**REASONING:** This committee no longer exists.

#### Rule 3 - Objects of the Association

**AMEND** so that the amended clause shall read:

3(a). *The objects of the Association shall be:*

(i) *To foster and further the University educational life of members of the Association.*

(ii) *To promote activities beneficial to the University and members of the Association consistent with Object 3(a)(i).*

(iii) *To assist any other charity or other charitable purposes which in the opinion of the Executive or the Association it may be desirable to assist.*

(b) *The objects shall be read and construed as widely and liberally as possible, and as far as possible shall all be read and construed as principal objects.*

**REASONING:** Provides clarity by merging rules 3 and 4 together.

#### Rule 4

**AMEND** by merging rules 4 and 5(i),

so that the amended clause shall read:

4(a) *All income, assets, and property of the Association must be applied only to advance the charitable purposes of the Association.*

(b) *No members of the association, or anyone associated with a member, is allowed to take part in, or influence, any decision made by the Association or its Executive in respect of payments of any income, benefit, or advantage to, or on behalf of, the member or associated person.*

(c) *Any payments made to a member of the Association, or person associated with a member, must be for goods or services that advance the Association's charitable purposes and must be reasonable and relative to payments that would be made between unrelated parties.*

(d) Nothing in this clause prevents payment in good faith of reasonable remuneration to any servant of the Association, or the payment of reasonable expenses to any authorised representative or delegate of the Association.  
and **DELETE** 5(i)

**REASONING:** Merging 4 and 5(i) by moving the intent of 5(i) into 4 provides clarity and grafts in the special provisions required by the Charities Commission.

#### **Rule 5 – Powers of the Association**

Rule (ii) (c)

**DELETE** “edit”

**REASONING:** It was felt that the current words of “print” and “publish” suffice to describe current operations.

Rule (ii) (e)

**DELETE** “the direction of the Management Committee in matters of”

**REASONING:** This Committee no longer exists

Rule (ii) (i)

**DELETE** “playing fields or any other accommodation or”

So that the amended clause shall read:

*To acquire by purchase or otherwise any real or personal property for the purpose of establishing or maintaining any buildings or facilities for any other purpose whereby the objects of the Association or any of them may be furthered.*

**REASONING:** Simplifies the clause while still retaining original meanings, in the word “facilities”

Rule (ii) (j)

**AMEND** the first paragraph so that the amended clause shall read:

5(j) To appeal for subscriptions or donations or raise fund by any means which the Executive may approve (which may include arrange and conducting fundraising events) for any of the following purposes:

(i) etc.

and **DELETE** the second paragraph of clause (j) (iv)

**REASONING:** Change suggested by Honorary Solicitors, provides clarity and preserves original meanings.

Rule (ii) (m)

**REPLACE** the word “furthermore” with “furtherance”

**REASONING:** makes more sense

Rule (o)

**ADD** commas

and **DELETE** the word “so”

So that the amended clause reads:

*To sell, exchange, improve, lease, hire, mortgage, dispose, invest, reserve, or otherwise deal with or turn to account any real or personal property of the Association, and to raise or borrow money upon security of any such property or in such other way as the Executive may determine.*

**REASONING:** makes more sense

#### **Rule 7-8 – Membership**

**DELETE** clause 7 (iv)

*“Associate members, as approved by the Executive, on payment of the annual subscription provided in these Rules who shall have and exercise all powers of members except the power to vote in any election, general meeting or referendum and the power to stand for any office of the Association.”*

**REASONING:** Associate membership category no longer required, only three people at most in one year have ever been associate members. Almost all members are students.

Rule 8 (i) (a)

**ADD** “provided that such office is held for a full term”

so that the amended clause shall read:

*“(i) The following persons shall be members for life.*

*(a) All Presidents of the Association upon relinquishment of office as such, provided that such office is held for a full term.*

*(b) Any other persons (whether previously members or not) as the Executive may with the consent of such persons by resolution elect as life members.”*

**REASONING:** So that Presidents who hold a full term get life membership, not just anybody who is elected to the post.

#### **Rule 9 –Subscription**

Rule (iii)

**DELETE** “The Annual Levy for Associate Membership shall be thirty dollars (\$30) including GST.”

**REASONING:** in accordance with removal of Associate Membership

Rule (v)

**DELETE** “debarred”

and **ADD** “barred”

**REASONING:** makes more sense

**DELETE** clauses (vii) (c) and (d), and (viii)

*“(c) The member may approve one sixth of their Association Levy to be paid to one Ethnic or Faculty Organisation of the member’s choice;*

*(d) The member may receive a voucher to the value of one sixth of their Association Levy redeemable by the member as payment only for the membership or activities of any Affiliated Body.*

*(viii) Upon presentation to the Association of vouchers specified under Rule 9(vi)(c) which it has conceded as payment for membership or activities,*

*an Affiliated Body shall be entitled to receive from the Association a credit of one sixth of their Association Levy per voucher with the body's AUSA account."*

**REASONING:** This funding arrangement, in the absence of an actual levy, and given current Faculty Funding arrangements, is no longer applicable and hence should be removed.

#### **Rule 10 – Duration and Cessation of Membership**

Rule (iv)

**ADD** the words "the member" after "If"

**REASONING:** makes more sense

#### **Rule 11 – General Meetings**

Rule (viii)

**DELETE** "standard lunch"

**REASONING:** The University no longer has a standard lunch hour.

#### **Rule 12 – Contentious Issues**

Rule 12(i)

**DELETE** "Association"

and **ADD** "Executive"

**REASONING:** Clarifies role of Executive in acting, or not, on behalf of the Association

Rule 12(i) and (ii)

**RENUMBER** clauses 12(i) and 12(ii), to become clauses 12(ii) and 12(i) respectively

**REASONING:** Swapping the two in order makes better logical flow

Rule 12(ii)

**ADD** the words "(if passed by a two thirds majority)"

So that the amended clause shall read:

The Executive, SRC(if passed by a two thirds majority), or a General Meeting may define any other issue as a "contentious issue".

**REASONING:** Concern was raised about possible risk of abuse of this provision through SRC. It was agreed that it was important to allow open avenues for students to raise issues, and that though there were other avenues to do this, SRC still provides a useful avenue for such concerns. An additional safeguard of two thirds majority was added to combat possible 'stacking' or frivolous motions being deemed contentious.

Rule 12(iii)(a)

**DELETE** "not more"

and **ADD** "nor more"

**REASONING:** Grammatical improvement

Rule (iv) (b)

**DELETE** "one foolscap page"

and **ADD** "1000 words"

**REASONING:** clearer specification of length of allowed statements

Rule (iv) (c) (i)

**DELETE** "Executive"

so that the amended clause shall read

"All publications of the Association shall remain strictly impartial"

**REASONING:** preserves impartiality of information provided to students during periods of referenda

**MOVE** Rule 12 down to immediately follow rule 19

**REASONING:** Better logical flow of document, coming after Special General Meetings.

#### **Rule 17-19 – Special General Meetings**

Rule 18

**DELETE** The words "requisitionists" and "forty-eight (48) hours"

And **ADD** in their place "petitioners", and "the first two days when lectures are scheduled for all faculties", respectively.

**REASONING:** better wording

Rule 18 (i)

**ADD** "a"

So that the clause now reads

"A Special General Meeting shall be called during a Semester by the Executive on the giving to the Secretary of a notice signed by twenty (20) members (hereinafter called "the petitioners") requiring the Secretary or the Executive to call such a meeting and setting forth the words or effect of all motions proposed to be moved thereat."

**REASONING:** better grammar

#### **Rules 20-21 – Annual Report and Balance Sheet**

Rule 21 (ii)

**DELETE** "and a copy of such Balance Sheet shall be placed on the notice-board at the time of giving notice of such General Meeting. The SRC shall where practicable consider the Annual Report and Accounts of the Association and make recommendations to the General Meeting"

so that the amended clause now reads:

"Such Balance Sheet Statement and other accounts shall then be submitted with the books of account to the auditors for audit; they shall then be placed before the Executive for its approval (together with the auditors' certificate and comments, if any), before being presented to such General Meeting for adoption."

**REASONING:** The Committee felt the deleted provision was no longer necessary, given SRC's true role as a direct channel of student concerns to the Association, and given that such provision has not been used for many years.

**ADD** new clause 21(iii) that reads:

"The Secretary shall make a copy of the Balance Sheet Statement and other accounts available for all members to view before the General Meeting."

**REASONING:** Allows all members to view the Accounts before the Meeting itself.

Rule 22

**DELETE** "The New Zealand Society of Accountants Act 1958"

and **ADD** "Institute of Chartered Accountants of New Zealand Act 1996"

So that the amended clause now reads:

"The Books of the Association shall be audited at the end of each Financial Year by the Association Auditors, who shall be duly qualified Chartered Accountants with the meaning of " Institute of Chartered Accountants of New Zealand Act 1996", and who shall be appointed annually at the Autumn General Meeting."

**REASONING:** Updates the clause to reflect current legislation

#### **Rules 44-49 – Student Representative Council**

**REPLACE** all references to "Student Representative Council" or "SRC" with "Student Forum(SF)."

**REASONING:** Renaming SRC to Student Forum would make it more obvious what the regular meeting is, and less off-putting to students. No other major changes to the functions of SRC are proposed.

Rule 47 (ii) (a)

**DELETE** the words "or usual minute books, copies of all correspondence"

and **AMEND** the clause so that the amended clause shall read:

*"The SRC Secretary shall keep all necessary minutes, and such other books, papers and records as may be required by the SRC."*

**REASONING:** Clarifies and updates the clause

Rule 49(i)

**ADD** "shall act as a channel for student issues and concerns,"

so that the amended clause shall read:

*"The SRC shall act as a channel for student issues and concerns, may consider and pass resolutions on any matter raised by any member, and make recommendations to the Executive accordingly."*

**REASONING:** Clarifies role of the SRC

Rule 49 (ii)

**DELETE** "will"

and **ADD** "may"

so that the amended clause shall read:

*"The SRC may consider matters arising from the previous Executive Meetings and have the power to recommit such matters to the Executive."*

**REASONING:** Clarifies SRC role in relation to Executive matters. Doesn't remove its ability to consider executive matters.

Rule 49 (vi)

**DELETE** "The SRC shall where practicable consider the Annual Report and Accounts of the Association and make recommendations to the AGM."

**REASONING:** In line with changes to 21(ii), this is no longer appropriate under SRC's powers.

#### **Rules 50-55 – Affiliated Bodies**

Rule 50 (i)

**DELETE** "Ethnic and Faculty Organisation"

and **ADD** "Faculty Associations", "Association", and "or Association"

so that the amended clause shall read:

"With the exception of **Faculty Associations**, which shall be recognised as catering to the needs of their student members, no body or group of students shall be deemed to have a corporate existence within the University or carry on any activities under any name purporting to be that of an **Association Club, Society** or other body and shall not use the **Association** name in connection with such activities, and shall not be capable of receiving a grant from Association funds unless and until such body or group shall have formed a body affiliated in accordance with the provisions herein contained."

**REASONING:** Reflects continued existence of Faculty Associations, and removal of other past organisations. Also reflects the fact that AUSA doesn't necessarily control who can use the University name.

Rule 50 (ii)

**DELETE** "may by notice to the Secretary apply for affiliation"

and **ADD** "apply for affiliation by giving notice to the Secretary or nominee of the Secretary"

so that the amended clause shall read:

*"Any Club, Society or other body may apply for affiliation by giving notice to the Secretary or nominee of the Secretary."*

**REASONING:** The understanding and practice is that clubs give notice for affiliation to the Clubs manager, a staff member and hence 'nominee' the Secretary/General Manager.

Rule 50 (iv)

**AMEND** by creating two subclauses (a) and (b), and **DELETE** the words

"provided that the SRC may grant without such affiliation was granted provided that the"

so that the amended clause shall read:

*(iv) (a) Any affiliation granted by the SRC shall, unless the SRC in any case otherwise determine, expire, lapse, and become void on the first day of May in the Financial Year next following the Financial Year in which such affiliation was granted.*

*(b) SRC may grant a new affiliation or a re-affiliation to any such body with or without the application of such body and such new affiliation or re-affiliation shall be subject to the same terms and conditions as the original or expired affiliation or any such other terms as the SRC may deem fit.*

**REASONING:** Clarifies this clause and makes it easier to understand.

Rule 51(i)

**DELETE** "provided that the SRC may waive this requirement in the case of any particular body where it is of the opinion that such waiver is necessary or desirable for the proper functioning of such body."

and **DELETE** "(b) Shall have its membership open only to members of the Association unless the SRC otherwise determines in any particular cases provided that the office-bearers of any such body may be persons not being members of the Association if the rules of such body so provide and unless the SRC in any particular case shall otherwise determine."

and **ADD** "and shall have at least 70% of its membership as members of the Association."

and **ADD** "(b) Shall have at least two of its three officeholders as members of the Association"

and **ADD** "(c) SRC may waive the requirements in Rules (i)(a) and (i)(b) in the case of any particular body where it is of the opinion that such waiver is necessary or desirable for the proper functioning of such body"

so that the amended clause shall read:

*"(i) Every affiliated body –*

*(a) Shall have its membership open to all members of the Association and shall have at least 70% of its membership as members of the Association.*

*(b) Shall have at least two of its three officeholders as members of the Association*

*(c) SRC may waive the requirements in Rules (i)(a) and (i)(b) in the case of any particular body where it is of the opinion that such waiver is necessary or desirable for the proper functioning of such body*

**REASONING:** Codifies certain minimum requirements for clubs, such as student membership, and is in line with recommendations from Club Presidents Forum.

**DELETE** Rule 51 (i) (c)

"Shall provide facilities for all members of the Students' Association to vote at the General Meeting of any affiliated body or General Meeting of any section of that body"

**REASONING:** Little merit in this— a clubs' AGM is for the clubs' members - not for everyone.

Rule 51 (ii)

**DELETE** "Every affiliated body shall have as members not less than ten (10) members of the Association who are students and the affiliation of any such body which does not or which ceases to comply with this Rule shall lapse and be void."

and **ADD** "new"

and **ADD** new subclause "(b) Every affiliated body applying for reaffiliation shall have as members not less than twenty(20) members(including at least fourteen members of the Association) who are students and the affiliation of any such body which does not or which ceases to comply with this Rule shall lapse and be void."

and **ADD** new subclause "(c) SRC may waive the requirements in Rules (ii)(a) and (ii)(b) in the case of any particular body where it is of the opinion that such waiver is necessary or desirable for the proper functioning of such body"

so that the amended clause shall read:

*"51(ii)(a) Every new affiliated body shall have as members not less than ten(10) members of the Association who are students and the affiliation of any such body which does not or which ceases to comply with this Rule shall lapse and be void."*

*(ii)(b) Every affiliated body applying for reaffiliation shall have as members not less than twenty(20) members(including at least fourteen members of the Association) who are students and the affiliation of any such body which does not or which ceases to comply with this Rule shall lapse and be void."*

*(ii)(c) SRC may waive the requirements in Rules (ii)(a) and (ii)(b) in the case of any particular body where it is of the opinion that such waiver is necessary or desirable for the proper functioning of such body"*

**REASONING:** In line with the Club Presidents' Forum recommendation that a new club should have at least 10 members, and reaffiliating clubs 20. Also allows flexibility where necessary, if clubs fall short of the minimum.

Rule 53 (iv) (a)

**ADD** commas so that the amended clause shall read:

"Affiliation to the Association shall not limit or affect the rights and powers of the Association, or any committee of the Executive, the SRC, or any committee of the SRC, in respect of any matter or thing mentioned or included in the objects, name, or Rules of the Body."

**REASONING:** Makes better grammatical sense.

**DELETE** Rule 53 (iv) (c)

"unless the Body elect in General Meeting an Auditor who shall be approved by the Treasurer."

And **ADD** "unless the Body elect in their General Meeting an Auditor, subject to the approval of the Treasurer"

so that the amended clause shall read:

*"The Treasurer of the Association shall at all times be permitted and entitled to inspect the books, papers, and accounts of the Body and shall be deemed to be Auditor of the Body unless the Body elect in their General Meeting an Auditor, subject to the approval of the Treasurer."*

**REASONING:** Clarifies this clause.

Rule 53 (v) (c)

**DELETE**

*"(c) Every sports club at its Annual General Meeting shall elect from its Committee, a Sports Council delegate who shall have the following twofold responsibility:*

*(i) To implement Executive or SRC motions which concern the club and report back to their committee from each meeting of Sports Council; and*

*(ii) To be chief contact with the Sports Officer concerning NZU Sport."*

**REASONING:** The Sports Council is proposed to be removed from the Constitution, and reconstituted under the Clubs Presidents Forum in Admin Policy. Further, this requirement has not been followed in recent years in any case.

Rule 53 (vi) (a) (iii)

**ADD** commas

and **ADD** the words "may determine"

and **ADD** a new subclause (a)

so that the amended clause shall read:

*"(iii) Appoint a new Committee elected from the members of the Body for such time as the Executive or SRC may determine, with all the powers of such ordinary Committee of the Body and with such other powers as the Executive or SRC may determine.*

*(a) Such a committee may be appointed where there is a reasonable likelihood of proving a liability to the good repute of the Association, or*

*involving the Association in financial loss provided that the Association in General Meeting may disallow the appointment of any such Committee.”*

**REASONING:** Clarifies this clause and makes it easier to read

**DELETE** clause 55

*“(i) No affiliated body may become bound to or affiliated to or in any other way connected with any organisation except the New Zealand University Students’ Association or the New Zealand Students Arts Council or the New Zealand Universities Sports Union or the Association without the prior consent of the SRC and any affiliation or other connection effected (or affected) without such prior consent shall be null and void.*

*(ii) Such consent may be given on such terms as to any matter or for such period as the SRC may deem fit and such consent may at any time be revoked or the terms thereof or the period thereof altered or varied by the SRC.”*

**REASONING:** This clause would affect many clubs if actually applied, and somewhat illogically. Affiliations to outside bodies by clubs are not problematic, indeed sometimes important for a clubs function and role. NZUSA and USNZ have rules that currently restrict their membership already, so this clause is redundant.

## **Rules 56-71 - Rest of the Constitution**

Rule 56 (i)

**DELETE** “two Minute Books”

and **ADD** “minutes and/or equivalent records”

so that the amended clause shall read:

*(i) The Secretary shall keep minutes and/or equivalent records in which shall be recorded all the transactions and decisions of all General Meetings and of all meetings of the Executive respectively.*

**REASONING:** clarifies and updates clause.

Rule 56 (ii)

**DELETE** “Minute Book”

**ADD** “minutes or records”

so that the amended clause shall read:

*“In respect of each such meeting the Secretary shall record in the appropriate minutes or records.”*

**REASONING:** clarifies and updates clause.

Rules 59 (iii) (b) and 59 (iii) (c)

**DELETE** “public”

**REASONING:** This relates to delivering correspondence to persons with certain addresses. A public address is vague – in contrast a business address may be known for a person where a private address is not, and where a person does not have a University address.

## **Rule 60-66 – Colours, Badges, and Blazers of the Association**

**DELETE** Rules 61-66 – Badges and Blazers

**REASONING:** The Committee does not see merit in retaining these particular Rules, which require the Association to produce Badges for Executive members, Life Members, and Tourney participants, as well as Blazers for sports and debating reps, and Blues winners. Not only that, it also prescribes the design of such blazers. This clause has not been exercised for decades, and we are unsure when the last time the Association produced such badges and blazers – probably in the mid-twentieth century. On the bright side, we do retain the Rule specifying the Colours of the Association – Heraldic Blue and Silver(rule 60).

## **Rule 67 – Winding Up**

**ADD** “shall not be distributed among members of the Association”,

and **ADD** “such charitable purposes within New Zealand as the University may in its discretion decide”

so that the amended clause shall read:

*“In the event of the winding up of the Association, all the real and personal property of the Association after payment of all costs, debts and liabilities, shall not be distributed among members of the Association but shall vest in the University upon trust for such charitable purposes within New Zealand as the University may in its discretion decide.”*

**REASONING:** Recasting to provide clarity, so that any surplus is not distributed as a ‘payout’ but rather applied to a similar charitable purpose as AUSA.

Rule 68

**AMEND** “Every member shall be permitted by the Secretary upon request to peruse these Rules and purchase a copy thereof.”

so that the amended clause shall read:

*“The Secretary shall ensure that the Constitution is available to every member to view and obtain a copy thereof.”*

**REASONING:** Clarifies that the Constitution is available to all members, and that members don’t have to buy a copy.

Rule 70

**AMEND** so that the amended Rule shall read:

*(i) These Rules may be repealed, altered, added to, or amended, at any General Meeting by a resolution to that effect carried by a majority of at least two-thirds of those present and entitled to vote, provided that fourteen days prior notice shall be given of any proposed alteration, addition or amendment, and provided that the wording is approved by the Honorary Solicitor prior to registration.*

*(ii) A true copy of every such alteration, addition or amendment shall forthwith be delivered to the Registrar of Incorporated Societies in accordance with the requirements of the Act, and shall take effect as from the time of registration.*

*(iii) A true copy of every such alteration, addition or amendment shall also be delivered forthwith to the Charities Commission in accordance with the requirements of the Charities Act 2005.*

*(iv) Every alteration, addition or amendment must meet the requirements of the Charities Commission for the objects and rules of a charitable entity.*

**REASONING:** Brings this up to date with current provisions for the Charities Commission. No changes to clause (i), the changes of (iii) and (iv) reflect the Charities Commission. The current clause 70(iii) clause is obsolete as the IRD no longer approves society rule changes, that role is done by the Charities Commission.

Rule 71(ii) and (iii)

**AMEND** by merging (ii) and (iii), and deleting (iii), so that the amended clause shall read:

*“71(ii) All acts commenced pursuant to the authority conferred by the Rules hereby repealed shall be valid and may be completed pursuant to the authority conferred by those Rules as if those Rules remained in force.”*

**REASONING:** Change suggested by Honorary Solicitor for clarity.

**MOVE** Rules 68-71 to immediately follow Rule 2  
**REASONING:** For better logical flow in the document

Carried



## Part 2 of Constitutional Changes – The Executive

### Highlights of the second part of these Constitutional changes:

- **Formation of new Grafton Representative, elected by Grafton students (rule 38viii)**
- **Realigning Tamaki Representative to being appointed by Tamaki students (rule 38vii)**
- **Renaming of some Executive positions (23ii)**
- **Improved and clearer Executive roles and responsibilities(rules 41, 43)**
- **Many other various improvements and clarifications**

### CHAIR

G 17/08 THAT the following amendments be made to the Constitution:

#### Rule 23(ii)

**DELETE** "The Executive shall consist of a President, an Administrative Vice President, an Education Vice President, a Secretary, a Treasurer, a Societies' Representative, a Sports Officer, a Media Officer, an International Affairs Officer, a Cultural Affairs Officer, a National Affairs Officer, a Welfare Officer, the Chairperson of the Students' Representative Council, an Environmental Affairs Officer, a Women's Rights Officer (who shall be a woman or a group of women), an Overseas Students Officer who shall be either: (a) a student born outside New Zealand and who immediately prior to enrolling at a University in New Zealand was a resident of a country other than New Zealand, or (b) a student who is of neither the Maori race nor the Pakeha race; a Maori Students' Officer (who shall be a Maori student), and a Tamaki Students' Officer (who shall be a student studying at the Tamaki Campus), an Epsom Representative who shall be elected by members of the Epsom Tai Tokerau Student Association, and the President Elect who shall be a non-voting member from the date of his/her election until he/she assumes office as President."

And **ADD** the following so that the amended clause shall read:

#### (ii) The Executive shall comprise:

- (a) the Officers set out in rule 23(iii);
- (b) the holders of the Portfolios set out in rule 23(iv);
- (c) the Secretary

#### (iii) The Officers of the Association are:

- (a) President,
- (b) Administrative Vice President,
- (c) Education Vice President,
- (d) Treasurer,
- (e) Maori Students' Officer

#### (iv) The Portfolios are:

- (a.) Clubs and Societies Officer,
- (b.) Cultural Affairs Officer,
- (c.) Environmental Affairs Officer,
- (d.) International Affairs Officer,
- (e.) International Students Officer (who shall be either: (a) a student born outside New Zealand and who immediately prior to enrolling at a University in New Zealand was a resident of a country other than New Zealand, or (b) a student who is of neither the Maori race nor the Pakeha/European race),
- (f.) Media Officer,
- (g.) National Affairs Officer,
- (h.) Sports Officer,
- (i.) Student Forum chairperson,
- (j.) Welfare Officer,
- (k.) Women's Rights Officer (who shall be a woman or a group of women),
- (l.) Pacific Island Students' Officer,
- (m.) Tamaki Representative (who shall be a student studying at the Tamaki Campus)
- (n.) Epsom Representative (who shall be a student studying at Epsom campus)
- (o.) Grafton Representative (who shall be a student studying at the Grafton campus)
- (p.) President Elect (who shall be a non-voting member from the date of his/her election until he/she assumes office as President)."

(v) Every position of Officer (except the appointed Maori Students Officers) set out in rule 23(iii) must be held by an individual who is a member of the Association.

(vi) Every Portfolio set out in rule 23(iv) may be held either by an individual, or by a collective, who must be a member or members of the Association.

(vii) Subject to any other provisions in these rules, all positions on the Executive(except the Secretary) shall be held during the whole of one Association Year.

**REASONING:** Much better formatting of this section, also incorporates Executive renamings, adds proposed position of Grafton Representative, also added Pacific Island Students Officer which had been left off previously. The senior Officer positions on the Executive should be held by one person rather than two, for pragmatic and operational reasons.

#### Rule 24

**AMEND** so as to read:

"The Executive shall if possible meet weekly during semester when lectures are held, and at least fortnightly when lectures are not held."

**REASONING:** Clarifies meeting frequency of Executive meetings through the year

#### **DELETE** rule 32

"**THAT notwithstanding the Executive's power to contract, engage and dismiss servants, as set out in Rule 33(i) and subject to Rule 33(iv) the AULSS reserves the exclusive right to contract, engage and dismiss servants on behalf of its members in accordance with Rule 50(i) hereof.**"

**REASONING:** This Rule appears to have little merit, and holds even less merit in retaining it.

#### Rule 33 (i)

**ADD** new clause 33 (i) (a)

"The Executive shall have the power to delegate some or all of these powers in paragraph 33(i) to the Secretary of the Association."

**REASONING:** Reflects the existence of the General Manager, a servant of the Association but also almost always the Secretary as well. The

General Manager usually has these powers to handle staffing issues (“engage or hire servants”) and so forth via delegation from the Executive through employment contract.

Rule 33 (ii)

**ADD** commas so as to read:

“The Executive shall have power to, and may by agent or otherwise: demand, sue for, enforce payment of, receive, and give discharge for all monies, securities for monies, debts, stocks, shares and all other real or personal estate now belonging or hereafter to belong to the Association or claimed so to belong; to commence and carry on all actions and other proceedings touching the real or personal property of the Association or in which the Association is in any way concerned; and settle, compromise, or submit to arbitration all accounts, claims, and disputes between the Association and any other person or persons.”

**REASONING:** Makes better grammatical sense

Rule 33 (iii)

**ADD** commas so as to read:

“The Executive shall have power to and may borrow for the purposes of the Association from any person or persons, bank or corporation any sum or sums of money on the security of all or any of the property of the Association by mortgage, charge, bond, overdraft, or other manner upon such terms as the Executive shall deem fit.”

**REASONING:** Makes better grammatical sense

Rule 33 (v)

**DELETE** “the Building Fund”

and **ADD** “any Trusts or Funds formed for the benefit of the Association”

so that the amended clause shall read:

“The Executive shall have power to appoint such Trustees for such periods as it deems fit for the control of any Trusts or Funds formed for the benefit of the Association, and shall have power to make provision for their removal, retirement or rotation as it deems fit.”

**REASONING:** Reflects the existence of Trusts and Funds formed for the benefit of the Association, and that the Building Fund no longer exists.

### Rule 36 – Executive powers related to finances

Rule 36 (i) (b)

**DELETE** “By placing same on fixed deposit in any bank in New Zealand”

and **ADD** words so that the amended clause shall read:

“By placing same on fixed or term deposit, and/or accounts, in any bank in New Zealand.”

**REASONING:** Makes more sense to allow greater flexibility with regards to usage of banks

Rule 36 (i) (c)

**DELETE** “By banking same in accounts with the Auckland Savings Bank or Post Office Savings Bank.”

**REASONING:** No reason in restricting to two particular banks, ASB and PostBank – and Post Bank no longer exists.

Rule 36 (i) (g)

**DELETE** “University”, “NZUSA Trusts”, “New Zealand Student Arts Council”, and “New Zealand University Sports Union”

and **AMEND** so that the amended clause shall read:

“By investing same by providing loans to the New Zealand Union of Students' Associations, University Sport New Zealand, the Auckland University Bookshop Limited, or any company in which the Auckland University Students' Association holds at least fifty percent (50%) of the share capital.”

**REASONING:** Removes outdated references, while also retaining this power for flexibility in the future.

Rule 38(i)

**ADD** “Tamaki Representative”, “Grafton Representative”, and “all”

so that the amended clause shall read:

*(i) The members of the Executive other than the Secretary, Māori Students' Officer, Women's Rights Officer, Pacific Island Students' Officer, Tamaki Representative, Grafton Representative, and Epsom Representative, shall be elected annually by means of a general and secret ballot of all members conducted according to the Rules contained in the Second Schedule hereto, which shall be deemed to be part of these Rules.*

**REASONING:** This would realign the Tamaki representative to an appointed member of Executive by Tamaki students.

Rule 38 (iii)

**DELETE** “The Maori Student’s Association and Maori Club”

and **ADD** “Ngā Tauira Māori (NTM)”

**REASONING:** Updates this clause to reflect reality.

Rule 38 (iv)

**AMEND** so that the amended clause shall read:

*(iv) The Pacific Island Students' Officer shall not be elected but shall be appointed and removed by the Auckland University Pacific Island Students' Association (AUPISA) according to any rules that they make for that purpose; and nothing in Rule 39 parts (i) and (ii) or in Rule 40 part (i)(c) or (d) shall apply to appointment of the Pacific Island Students' Officer.*

**REASONING:** To align PISO paragraph with others to ensure consistency

Rule 38 (vii)

**ADD** new clause

*(vii) The Tamaki Representative shall not be elected but shall be appointed and removed by the Tamaki Students Association according to any rules that they may make for the purpose; and nothing in Rule 39 parts (i) and (ii) or in Rule 40 part (i)(c) or (d) shall apply to the position of Tamaki Representative.*

**REASONING:** In line with realigning Tamaki Representative appointment status

**ADD** new clause 38 (viii)

*(viii) The Grafton Representative shall be elected annually by means of a general and secret ballot of students studying at Grafton campus, conducted according to the Rules contained in the Second Schedule hereto, which shall be and shall be deemed to be part of these Rules; and nothing in Rule 40 part (i)(c) or (d) shall apply to the position of Grafton Representative.*

**REASONING:** The new Grafton Representative will be elected by all Grafton students. Unlike the other appointed campus reps though, this position can still be filled by byelection or SRC if necessary, due to the elected (rather than appointed) nature of this position. This position is not appointed like Tamaki or Epsom because there is no ‘campus-wide’ student association at Grafton campus (notwithstanding AUMSA).

Rule 39 (i)

**AMEND** by creating subclauses, so that the amended clause shall read:

*39. (i) When a vacancy occurs during the Academic Year in respect of any position on the Executive then the Executive shall determine whether this*

*vacancy shall be filled by means of a by-election or by the Students' Representative Council.*

*(a) If the Executive determine that this vacancy shall be filled by means of a by-election this election shall be conducted according to the rules contained in Part I of the Second Schedule hereto.*

*(b) If the Executive determine that the SRC shall fill the vacancy then the SRC may summarily appoint any member who would be eligible to stand for the position at an election to fill the vacancy.*

*(c) The member elected or appointed according to this rule shall, subject to any provision to the contrary contained elsewhere in these Rules, hold office for the remainder of the Association Year.*

**REASONING:** Easier to read and understand. No changes to wording in this amendment.

Rules 39(ii) and 40(iii)

**MOVE** clause 40(iii) to immediately follow 39(ii)

and **ADD** 40(iii) as new subclause 39 (ii)(a)

and **ADD** the words "as an "interim" Executive member,"

so that the amended clause shall read:

*(ii) When a vacancy occurs outside the Academic Year in respect to a position on the Executive then the Executive shall have power to and may summarily appoint any member of the Association to fill such vacancy as an interim Executive member, either temporarily until such time as the vacancy can be filled according to the provisions of Rule 39(i) or until the end of the Association Year whichever shall be the sooner.*

*(a) Any member so appointed shall have all the normal powers and duties of that Executive position or such other powers and duties as the Executive may prescribe but shall not become a member of the Executive by virtue of this appointment and shall not be entitled to move motions or to vote at meetings of the Executive.*

**REASONING:** clarifies the responsibilities of an interim Executive member appointed for this purpose, brings together two relevant clauses previously physically apart.

## **Rule 41-43 – Executive Rights and Duties**

### **Rule 41 – Officers' Rights and Duties**

#### **DELETE**

*"(i) The President shall be President of the Association, Chairperson of any General Meeting and Chairman of the Executive and a Trustee for the Building Fund and shall be responsible for the general supervision of the affairs of the Association.*

*(ii) The Administrative Vice President shall assist the President in his/her duties, shall be responsible for intra Executive liaison and Executive/SRC liaison and shall conduct the correspondence between the Association and all other University Students' Associations.*

*(iii) The Education Vice President shall be responsible to the Executive for all matters concerned with Education as provided in the Fourth Schedule of these Rules which shall be and shall be deemed to be part of these Rules."*

And **ADD** so that the amended clause shall read:

*"(i) The President shall be President of the Association, Chairperson of any General Meeting and Chairperson of the Executive, and shall be responsible for the general supervision of the affairs of the Association.*

*(ii) The Administrative Vice President shall assist the President in his/her duties, shall be responsible for Executive-Staff liaison, and between the Executive and other bodies such as Student Forum and other student associations.*

*(iii) The Education Vice President shall be responsible to the Executive for all matters concerned with education.*

*(iv) The Treasurer shall supervise the financial affairs of the Association and the financial work of the Accountant and shall be Chairperson of the Finance Committee appointed by the Executive as provided in the Fourth Schedule hereto which shall be and shall be deemed to be part of these Rules.*

*(v) The Maori Students' Officer shall be responsible for all matters that concern the Maori students of this University."*

**REASONING:** Updates and clarifies the rights and duties of Officers, moves Treasurer and Maori Students Officer up to Officers' paragraph

### **Rule 42 – The Secretary**

**ADD** the following clauses to the start of the Rule:

*(a) The Executive shall from time to time appoint (and may remove) a person to the Secretary of the Association, on such terms as to remuneration and service and duration of employment and otherwise, as the Executive shall think fit.*

*(b) The position of Secretary may be a separate appointment, or may in the Executive's discretion be combined with the position of General Manager. Where the positions are thus combined, all references in these Rules to Secretary shall be taken to be references to the person employed as the General Manager of the Association.*

And **RENUMBER** existing clauses in the remainder of 42 from the letter (c)

**REASONING:** This reflects the existence of the General Manager of the Association, and their role is usually as the Secretary too.

Rule 42 (ii) (a)

**DELETE** "Books of Account"

and **ADD** "(or equivalent records),"

**REASONING:** clarifies and updates what sort of records the Secretary should keep

### **Rule 43 – Portfolio Rights and Duties**

#### **DELETE**

*"(i) The Treasurer shall supervise the financial affairs of the Association and the financial work of the Accountant and shall be Chairperson of the Finance Committee appointed by the Executive as provided in the Twelfth Schedule hereto which shall be and shall be deemed to be part of these Rules and a Trustee for the Building Fund.*

*(ii) The Societies' Representative shall supervise the affairs and safeguard the interests of all affiliated bodies formed for purposes other than sport and shall be Chairperson of the Societies' Council as provided in the Sixth Schedule hereto which shall be and shall be deemed to be part of these Rules and shall also deal with all matters concerned with NZSAC Arts Festivals.*

*(iii) The Sports Officer shall supervise the affairs and safeguard the interests of all affiliated bodies formed for the purposes of sport and shall be Chairperson of the Sports Council as provided in the Seventh Schedule hereto and the Tournament Committee as provided in the Ninth Schedule hereto and a member of the Blues Committee as provided in the Eighth Schedule hereto, which shall be and shall be deemed to be part of these Rules.*

- (iv) The Media Officer shall be responsible to the Executive for the due management and control of all matters relating to Association publications and broadcasting controlled by the Association and shall be Chairperson of the Publications Committee, Craccum Administration Board and the Media Complaints Tribunal as provided respectively in the Tenth, Eleventh and Sixteenth Schedules hereto which shall be and shall be deemed to be part of these Rules
- (v) The International Affairs Officer shall be responsible to the Executive for such matters as concern the Association that are connected with international affairs, and shall be Chairperson of the International Affairs Committee as provided in the Thirteenth Schedule of these Rules which shall be and shall be deemed to be part of these Rules.
- (vi) The Cultural Affairs Officer shall be responsible to the Executive for the co-ordination of the creative activities of all cultural clubs and shall keep a complete list of cultural clubs and their officers and members and shall maintain files containing constitutions and minutes of annual general meetings of these clubs and shall ensure that each such club has adequate facilities for the fulfilment of its objects and shall make recommendations to the Executive on any matter concerning these clubs and shall be Chairperson of the Cultural Council as provided in the Fourteenth Schedule hereto which shall be and shall be deemed to be part of these Rules.
- (vii) The Welfare Officer shall be the liaison officer between the Executive and the students as a whole and shall be concerned with the welfare of students and shall be Chairperson of the committee appointed by the Executive for the purposes as provided in the Fifth Schedule of these Rules which shall be and shall be deemed to be part of these Rules.
- (viii) The National Affairs Officer shall be responsible to the Executive for all matters that concern the Association that are connected with the internal affairs of New Zealand.
- (ix) The SRC Chairperson shall be responsible for actioning of the policy of the Association and for the upkeep of the policy book and shall be Chairperson of the Students' Representative Council.
- (x) The Environmental Affairs Officer shall be responsible to the Executive for all matters that concern the Association that are connected with the environmental affairs of New Zealand.
- (xi) The Women's Rights Officer shall be responsible to the Executive for all matters that concern the Association that are connected with women's rights.
- (xii) The Overseas Students Officer shall be responsible to the Executive for all matters that concern the Association that are connected with overseas student affairs.
- (xiii) The Maori Students' Officer shall be responsible for all matters that concern the Maori students of this University.
- (xiv) The Tamaki Representative shall be responsible to the Executive for all matters that concern students studying at Tamaki Campus and shall act as the Chairperson for the Tamaki Students' Association Executive.
- (xv) The Pacific Island Students' Officer shall be responsible for all matters that concern the Pacific Island students of this University.
- (xvi) The Epsom Representative shall be responsible to the Executive for all matters that concern students studying at Epsom or Tai Tokerau campuses"

and **ADD** so that the amended Rule shall read:

- (i) The Clubs and Societies Officer shall be responsible to the Executive to supervise the affairs, safeguard the interests, and be responsible for all matters that concern all affiliated bodies and clubs at the University.
- (ii) The Cultural Affairs Officer shall be responsible to the Executive to supervise the affairs, safeguard the interests, be responsible for all matters that concern, and coordinate the creative activities of all cultural clubs at the University.
- (iii) The Environmental Affairs Officer shall be responsible to the Executive for such matters that concern the Association that are connected with the environmental affairs of New Zealand and the Earth.
- (iv) The International Affairs Officer shall be responsible to the Executive for such matters as concern the Association that are connected with international and global affairs.
- (v) The International Students Officer shall be responsible to the Executive for such matters that concern the Association that are connected with international students.
- (vi) The Media Officer shall be responsible to the Executive for the due management and control of all matters relating to Association publications and broadcasting controlled by the Association and shall be Chairperson of the Craccum Administration Board and the Media Complaints Tribunal as provided respectively in the Seventh and Eighth Schedules hereto which shall be and shall be deemed to be part of these Rules
- (vii) The National Affairs Officer shall be responsible to the Executive for all matters that concern the Association that are connected with the internal affairs of New Zealand.
- (viii) The Sports Officer shall be responsible to the Executive to supervise the affairs, safeguard the interests, be responsible for all matters that concern, and coordinate the activities of all affiliated bodies formed for the purposes of sport at the University.
- (ix) The Student Forum Chair shall be the Chairperson of the Student Forum, and shall be responsible to the Executive for the operation and upkeep of the Student Forum.
- (x) The Welfare Officer shall be responsible to the Executive for such matters that concern the welfare of students.
- (xi) The Women's Rights Officer shall be responsible to the Executive for all matters that concern the Association that are connected with women's rights.
- (xii) The Pacific Island Students' Officer shall be responsible for all matters that concern the Pacific Island students of this University.
- (xiii) The Tamaki Representative shall be responsible to the Executive for all matters that concern students studying at Tamaki Campus and shall act as the Chairperson for the Tamaki Students' Association Executive.
- (xiv) The Epsom Representative shall be responsible to the Executive for all matters that concern students studying at Epsom and Tai Tokerau campuses.
- (xv) The Grafton Representative shall be responsible to the Executive for all matters that concern students studying at the Grafton campus.

**REASONING:** This alphabetises, clarifies, and updates the basic rights and duties of Executive members. The whole section reads better, don't you think?

## **Restructuring of the Executive section**

### **RENAME**

- The section 'The Executive'(rule 23) to 'Executive Membership'
- The section 'Powers of Executive'(rules 29-37) to 'Executive Powers'
- The section 'Election and Tenure of Office of Executive Members' (rules 38-39) to 'Executive Election and Appointment'
- The section 'Creation of Vacancies on Executive' (rule 40) to 'Executive Vacancies'
- The section 'Rights and Duties of members of Executive' (rules 41-43) to 'Executive Members' Rights and Duties'

### **And MOVE**

- Rule 34 up to immediately follow Rule 23
- Rule 39 down to immediately follow Rule 40
- Rule 40(iii) to immediately follow Rule 39(ii)

- Rules 41 to 43 to immediately follow Rule 37

So that the amended renamed sections of rules 23-43 relating to the Executive shall be as follows:

- Executive Membership
- Executive Meetings
- Executive Powers
- Executive Members' Rights and Duties
- Executive Election and Appointment
- Executive Vacancies

**REASONING:** Better logical flow and titling of sections

Carried

## Part 3 of Constitutional Changes –The Schedules

### **Highlights of the third and final part of these Constitutional changes:**

- **Aligning all nominations to end in semester 2 (Rule 2i, Second schedule)**
- **New Clubs and Sports Grants schedule (new Fifth Schedule)**
- **Updated and improved Blues and Craccum schedule (new 6th, and 7th Schedule)**
- **New improved MOU with Ngā Taura Māori (new Tenth Schedule)**
- **Reducing clutter and defunct Schedules**
- **Total number of schedules reduced from 19 to 12**

CHAIR

G 18/08 THAT the following amendments be made to the Constitution:

### **Second Schedule – Election Rules**

Rule 2 (i)

**DELETE** the words “Maori Students Officer” and “two”  
so that the amended clause shall read:

“The Secretary shall post on the notice-board at least one week before the conclusion of Semester One lectures, a notice calling for nominations for the positions of Officers of the Executive, that is to say, President, Administrative Vice President, Education Vice President, and Treasurer.”

**REASONING:** slight change to the date of notice for Officer nominations, links in with changes to rule 14 in Schedule 2 moving the close of nominations later. Also removes Maori Student Officer because that position is appointed not elected.

Rule 11

**DELETE**

“publicised on large posters in at least 12 public places in the precincts of the University including the Cafeteria, the School of Medicine, the School of Engineering, the School of Fine Arts, the School of Law and the School of Architecture”  
and **ADD**

“as widely as possible in the form of posters, publications, and other means”

so that the amended clause shall read:

“The Executive shall ensure that the date and time of closing of nominations and the date or dates of the polling day or days and the date the time and place of election meetings are publicised as widely as possible in the form of posters, publications, and other means; such notices to be displayed at least seven days before each of these dates.”

**REASONING:** Clarifies this clause and broadens means of publicity.

Rule 12

**DELETE** “8pm in the evening”, and “an election meeting”

and **ADD** “at least one public candidates’ forum”

so that the amended clause shall read:

“The Executive shall arrange for at least one public candidates’ forum to be held in a suitable place at 1pm in the afternoon of a suitable day shortly before any election, and all election candidates shall be invited to address this meeting and to answer questions from the members.”

**REASONING:** Allows more than one public candidates forum for students to hear from and question all candidates. Increases transparency and information to students during elections. Committee did not believe there was merit in having an election forum at 8pm.

Rule 13

**DELETE** “Maori Students Officer”

so that the amended clause shall read:

“In the election for the positions of President, Vice Presidents, and Treasurer no member may be nominated for more than one position.”

**REASONING:** Updates to reflect reality that the Maori Student Officer is appointed not elected.

Rule 14

**DELETE** “Of Semester One”

and **ADD** “In the first week of Semester Two”

so that the amended clause shall read:

“Nominations for the positions of President, Administrative Vice President, Education Vice President, and Treasurer shall close on the last day of lectures **in the first week of Semester Two.**”

**REASONING:** The Committee wants to keep election activity within the first half of Second Semester, and the main change is moving the nomination period for the Officer positions. Currently the closing date for these is very early, at the end of semester 1. We believe moving it to the first week of semester 2 is better for a number of reasons, and does not materially change the current timing of the elections.

Rule 17

**DELETE** “two”

and **ADD** “three”

so that the amended clause shall read:

“Nominations for the Portfolio positions and Craccum Editor shall close three weeks after the commencement of Semester Two.”

**REASONING:** Reflects reality of current closing dates.

### **Third Schedule - Committees**

Rule 1

**DELETE** “SUMC”

**REASONING:** This committee doesn’t exist anymore.

Rule 3 (iv)

**DELETE** “ten”

and **ADD** “seven”

so that the amended clause shall read:

“The committee shall consist of at least **seven (7)** persons apart from members *virtute officio.*”

**REASONING:** The Committee felt this number was too high, and that lowering it slightly will make Committees more workable.

Rule 3 (v)

**DELETE** "seven"  
and **ADD** "five"

so that the amended clause shall read:

"The committee shall consist of at least **five (5)** members who are not also members of the Executive."

**REASONING:** The Committee felt this number was too high, and that lowering it slightly will make Committees more workable.

Rule 3 (vi)

**DELETE** "six"  
and **ADD** "five"

so that the amended clause shall read:

"The quorum at all meetings of the Committee shall be **five (5)** members hereof except that when the committee is considering grants to any body the quorum must include at least two Executive members, one of whom shall be the Treasurer or the Administrative Vice President."

**REASONING:** The Committee felt this number was too high, and that lowering it slightly will make Committees more workable.

**DELETE** the Fourth Schedule – Education Committee

**REASONING:** The intention here behind this committee was presumably to encourage more networking amongst student reps. We have re-established such a Committee with revised Terms of Reference under Admin Policy.

**DELETE** Fifth Schedule – Welfare Committee

**REASONING:** This Schedule is horribly outdated and is superseded by the current Welfare committee which considers financial assistance grants and is currently in Admin policy.

**DELETE** the Sixth and Seventh Schedules – Societies, Sports

**REASONING:** Part 1s of both Schedules have been re-established as the Clubs Presidents Forum, incorporating the Cultural and Sports Forum, with revised Terms of Reference under Admin Policy. The Committee does not believe these committees need to be embedded in the Constitution. Part 2s of both regarding grants to clubs and sports clubs are retained in the Constitution with the creation of a new Schedule about Grants.

**ADD** new Fifth Schedule – Clubs and Sports Grants

With the following wording (or attached as appendix):

#### **CLUBS AND SPORTS GRANTS**

*1(i) The Cultural Clubs Grants Committee is hereby given the power and duty to consider grant applications and then to make recommendations to the Executive as to the allotment of grants to affiliated clubs and societies.*

*(ii) The Sports Clubs Grants Committee is hereby given the power and duty to consider grant applications and then to make recommendations to the Executive as to the allotment of grants to affiliated clubs and societies formed for the purposes of sport.*

*2(i) The Cultural Clubs Grants Committee shall consist of:*

- *the Clubs and Societies Officer,*
- *the Cultural Affairs Officer,*
- *the Treasurer,*
- *the President(or his/her nominee),*
- *one nominee of the Clubs' Presidents Forum,*
- *two nominees of the Secretary of the Association, and*
- *two other persons with relevant experience appointed as the Committee shall see fit*

*(ii) The Sports Clubs Grants Committee shall consist of:*

- *the Clubs and Societies Officer,*
- *the Sports Officer,*
- *the Treasurer,*
- *the President(or his/her nominee),*
- *one nominee of the Clubs' Presidents Forum,*
- *two nominees of the Secretary of the Association, and*
- *two other persons with relevant experience appointed as the Committee shall see fit*

*(iii) Members of the committee(including collectives) shall be entitled to one vote each.*

*3. The Committees, from among their own members, shall elect a Chairperson and a Secretary each year.*

*4. The allocation of grants to affiliated societies shall be conducted in the following manner, applicable to both Committees:*

*(i) The Secretary of each Committee shall give notice of the dates of each meeting at which grants shall be considered at least three (3) weeks before such meeting to the affiliated bodies concerned.*

*(ii) (a) Any affiliated body requiring a grant shall deliver an application therefore to the Secretary of the Committee not later than seven (7) days before the meeting.*

*(b) Such application shall be in writing and in such a manner as the Committee may from time to time decide and shall include a detailed estimate of income and expenditure for the then current year and such other data and information as the Committee may require.*

*(c) Every affiliated body shall be entitled to send two representatives to the meeting referred to in Rule 4(i) above and shall be entitled to be heard in support of its application for a grant.*

*(d) Any affiliated body failing to comply with clause 4(ii)(c) or failing to submit to the Secretary of the Association a copy of its previous year's report and audited statement of accounts as provided in Rule 53(v) of the Constitution shall not in any event have its application for a grant considered by the Committee.*

*(iii) (a) The Committee shall as early as possible make its recommendations and reports concerning grants to the Executive.*

*(b) Upon receiving and considering such recommendations and reports if any, the Executive shall authorise payment to such bodies such sums and upon such conditions and such terms as it shall deem fit.*

(iv) (a) Notwithstanding anything hereinbefore contained to the contrary the Executive may at any time in its absolute discretion, without any recommendation from the Committee, authorise payment to any affiliated body of such sum and upon such terms and conditions as the Executive may deem fit.

(b) Such grants shall be known as "Special Grants".

**AMEND** the Eighth Schedule – Blues and **RENUMBER** to become the Sixth Schedule

**REASONING:** The Schedule is important to retain but also needs to be updated to reflect reality. The proposed changes do this.

**AMEND** so that the Schedule shall read:

## **BLUES**

### **Part I Sports Blues**

1. (i) The Sports Blues Selection Panel (hereinafter called "the Panel") shall make annual recommendations to the Executive of the Auckland University Students' Association (hereinafter called "the Association") as to persons to whom a University of Auckland Blue (hereinafter called "a Blue") should be awarded.  
(ii) From the annual recommendations the Panel shall prepare a list of up to five nominations for each of the four prestigious awards, the Sportsman of the Year Award, the Sportswoman of the Year Award, the BNZ Award for the Most Meritorious Performance (or equivalent) and the Maori Sportsperson of the Year Award.  
(iii) The Panel shall make a recommendation to the Executive of the Association from each list as to who shall be Sportsman of the Year, the Sportswoman of the Year, the Maori Sportsperson of the Year and the recipient of the Meritorious Performance Award.  
(iv) The Panel may make recommendations to the Executive of the Association from time to time relating to the bestowing of any other awards having regard to Rule 8 of this Schedule.
2. (i) The Panel shall consist of the following:
  - (a) The AUSA President.
  - (b) The AUSA Sports Officer.
  - (c) The AUSA Secretary, or nominee of the AUSA Secretary.
  - (d) The Recreation Officer of the University of Auckland.
  - (e) Up to seven persons appointed by the Executive of the Association on the basis of a nomination or nominations from the Sports Officer or an affiliated Sports Club (hereinafter called "the Club") formed to play, administer and foster a sport for which a Blue may be awarded, the successful nominee or nominees to hold office for a period of five years, with a right to renewal of term of office. One of the seven persons to have affiliations with Maori sport.
  - (ii) The Panel, from among its members, shall elect a Chairperson each year.
  - (iii) The Panel, from among its members, shall elect a Secretary each year.
  - (iv) The quorum at any meeting of the Panel shall be give (5) members of whom at least the AUSA Sports Officer or the AUSA President or the University of Auckland Recreation Officer shall be in attendance.
3. (i) The Panel shall meet once a year and at any other time as notified by the Secretary.  
(ii) The Chairperson shall call an additional meeting of the Panel on receipt of a written request so to do from a member of the Panel.  
(iii) The Secretary of the Panel shall give at least seven days notice in writing of the date time and place of each meeting, the notice in writing to comply with the provisions of Rule 52 of this Constitution.  
(iv) The Panel year shall run contemporaneously with the Academic Year.  
(v) If a Panel member other than a member virtute officio shall fail to attend three consecutive meetings of the Panel to which he or she received notice as specified in Rule 3(iii) above and unless he or she:
  - (a) shall have obtained leave of absence from the Panel, or
  - (b) shall have given the Secretary notice accepted by the Panel tendering his or her resignation then the position held by that member on the Panel shall be deemed vacated.
5. Any member of the Association may forward his or her personal Blue nomination to the Secretary of the Panel subject to eligibility criteria for a Blue..
6. The Secretary of the Panel shall prepare a list of all nominations together with the associated details and shall forward a copy of this list to each member of the Panel at least three days prior to the meeting of the Panel at which the nominations are to be considered.
7. The Panel may also recommend for a Blue any student at the University who has met the criteria of 8 (i) (ii) and (iii) and has satisfied the panel why exemption from 8 (iv) and (v) should be considered.
8. Any member of the Association shall be eligible for a Blue nomination who:
  - (i) Is a "bona fide" student as defined in Rule 2 of this Constitution.
  - (ii) Shows a positive and acceptable sporting attitude.
  - (iii) Has produced a meritorious performance in his or her sport at a level equivalent to Auckland Provincial A ( and in some sports Provincial B) in the period from August the preceeding year to 31 July of the current year, which the Panel considers has brought credit to his or her sport and to the University of Auckland.
  - (iv) Is a financial member of his or her Club for the relevant year and competes regularly for the Club, except when the student has participated in an Auckland sporting competition as a member of an Auckland sporting club not being the Club - on the ground that the Club is unable to provide the member with an equal or superior playing level of participation in his or her sport.
  - (v) Has represented the University of Auckland at the University Games in his or her sport in the relevant year with non representation preventing a nomination unless the Panel is satisfied that exceptional circumstances prevent representation. The exceptional circumstances shall include:
    - (a) That University Games in the relevant year has not included the member's sport, or
    - (b) That the member is able to justify his or her non representation in his or her sport at University Games to the satisfaction of the Panel, such as National of Provincial commitments or injury. The Panel shall have particular regard to the support or otherwise given to the relevant member by his or her Club.
  - (vi) Being eligible in terms of clauses (a) and (b) above, has produced a meritorious performance in a sport related field with the nomination to be considered a special award.
- 8(i) To be eligible for consideration for the Sportsman or Sportswoman of the Year Awards the student shall have received a Blue for his or her sport in the current year and have met at least 2 of the 4 criteria of:
  - (a.) Demonstrated excellence in sport
  - (b.) Demonstrated outstanding sportsmanship
  - (c.) Shown commitment to the sporting administration of the Club
  - (d.) Shown loyalty and demonstrated sacrifice for University sport.
- 8(ii) To be eligible for consideration for the Maori Sportsperson of the Year Award the student shall have received a Blue for his or her



sport in the current year and have been judged to have represented Maoridom from the University of Auckland through his or her performance at top level sport.

8(iii) To be eligible for consideration for the Meritorious Performance award, the student shall have met criteria of 8 (i), (ii), and (iii), and have been deemed by the Panel to have produced the most meritorious performance in the current year.

Students whose sport is not considered for a Blue are also eligible to be considered for this Award

8(iv) Where no students are considered by the Panel to be of a standard to be considered for any of the prestigious awards then the Panel has the right not to make an Award in a given year.

## **Part II Cultural Blues**

9. The Cultural Blues Selection Panel (hereinafter called "the Panel") shall make recommendations to the Executive as to persons to whom in each year there should in the opinion of the Panel be awarded Auckland University Cultural Blues.

10. (i) The Panel shall consist of the following:
- (a) The President.
  - (b) The Clubs and Societies Officer
  - (c) The Cultural Affairs Officer.
  - (d) Not more than five (5) nor less than three (3) other persons with relevant experience appointed by the Panel as the Panel shall see fit.

(ii) The Panel shall elect a Chairperson and a Secretary each year from among its members.

(iii) The quorum at all meetings of the Panel shall be four (4) members thereof of who at least either the President or the Clubs and Societies Officer shall be in attendance.

11. (i) The Panel shall meet at least once in the year.
- (ii) The Secretary of the Panel shall give notice of the dates of each meeting at least one month before such meeting to the affiliated bodies concerned.
- (iii) The Panel year shall be the same as the Financial Year.
- (iv) When a vacancy occurs during the course of the year in respect of any appointment the Executive shall appoint a suitable person from the appropriate category to fill such a vacancy if required, but the proceedings of the Panel shall not be invalidated by reason only of the continuance of such vacancy **provided that** a quorum still remains.

13. (i) Any member of the Association may apply to the Panel to consider his/her name for recommendation for a Cultural Blue and shall similarly supply with his/her application full details of his/her performance and qualifications.
- (ii) Such applications shall be forwarded to the Panel Secretary at least fourteen (14) days before the meeting of the Panel at which such nomination is to be considered.

14. The Panel Secretary shall prepare a list of all nominations received by him/her together with all performances and qualifications and shall forward to each member of the Panel a copy of such list at least seven (7) days before the meeting of the Panel at which such nominations are to be considered.

15. Notwithstanding anything hereinbefore contained to the contrary the Panel may also recommend Cultural Blues for members who have not had their names so put forward for consideration.

16. (i) Any member of the Association shall be eligible for a Cultural Blue who:
- (a) has shown diligence and commitment to their cultural field.
  - (b) demonstrated excellence or exceptional talent and ability at a provincial, national, or international level, as evidenced by exhibition, performance, presentation, publication and other artistic statements.
  - (c) shown a contribution to student life through management, production, and direction of cultural or artistic events.

17. Any other person shall prima facie be entitled to be nominated for a Cultural Blue, where they have met a high standard of achievement as the Panel sees fit and consistent with the terms set by the Panel.

**DELETE** the Ninth Schedule – Tournament

**REASONING:** Our Sports Manager organises AUSA teams to University Games. The Committee hasn't met for many years, as far as we know.

**DELETE** the Tenth Schedule – Publications

**REASONING:** As far as we know this committee last met in 1994. The functions overseen by this Committee are now undertaken by other staff and executive members. The Committee does not see merit in retaining this Committee.

**AMEND** the Eleventh Schedule – Craccum, and **RENUMBER** to become Seventh Schedule

**REASONING:** Important to retain, revisions and clarifications improve it.

**AMEND** so that the Schedule shall read:

### **Craccum Publication**

1. The Association shall publish a magazine "Craccum" which shall be administered by the "Craccum Administration Board" herein known as the Board.

### **Membership to the Board**

2. The Administration of Craccum shall be the responsibility of the Craccum Administration Board.

Members of the Board shall be:

- (i) AUSA Media Officer, who shall be Chairperson.
- (ii) AUSA President, or his/her permanent nominee (who shall be an Executive Member).
- (iii) Current "Craccum" Editor.
- (iv) Two members to be appointed by the current working staff of the magazine.
- (v) Three members to be appointed by the SRC
- (vi) AUSA Treasurer.
- (vii) AUSA Advertising Manager.
- (viii) "Craccum" Technical Editor.
- (ix) The Editor-elect.

**Note:** The Advertising Manager and Technical Editor shall have voting rights as well as speaking rights if members of the Auckland University Students' Association.

### **Terms of Office**

3. (i) The term of office for all members shall be until the end of the calendar year.  
(ii) The term of office of the Editor-elect shall be from the date of his/her election until he/she assumes office as Editor.  
(iii) The Editor of Craccum shall have speaking rights at all meetings of the Executive.

### **Functions**

4. (i) The Board shall be responsible to the Association in General Meeting for directing all business and other transactions of Craccum and for its distribution and shall comply with any decision of the Media Complaints Tribunal.  
(ii) The Board shall not be responsible to the Executive Committee of the Association.  
(iii) The Chairperson shall be responsible for co-ordinating the activities of the Board and shall arrange to have the minutes of each meeting of the Board published within two weeks of that meeting.  
(iv) The Advertising Manager (who shall be the Advertising Manager of the Association) shall handle all aspects of Craccum advertising.  
(v) The Advertising Manager may be paid a commission, the incidence and sum of which with respect to Craccum, shall be fixed from time to time by the Board.  
(vi) The Editor shall receive an honoraria to be fixed by the Craccum Administration Board, and shall comply with all conditions of the Craccum Administrative Board.  
(vii) The Editor shall be responsible to the Craccum Administration Board for the due efficient management and control of the staff and running of Craccum.  
(viii) The Technical Editor shall be responsible for the layout and technical handling related to the production of each issue.  
(x) The Editor and Technical Editor shall make every effort to keep printing costs and production costs to a minimum.  
(xii) The Editor shall be responsible for organising staff meetings which shall be advertised in each edition of Craccum as being open to all students.  
(xiii) The Editor shall be responsible for ensuring that Craccum is published weekly during the University semesters and that it is produced in accordance with the written policy defined by the Editor at the time of application.  
(xiv) The Editor without in any way limiting his/her normal obligation of fairness, shall give all candidates for the position of Editor reasonable and equal opportunities to present their policy statements, and shall ensure that such statements receive fair and equal treatment in Craccum.

### **Appointments and Vacancies**

5. (i) The Editor shall be annually elected pursuant to the Rules contained in the Second Schedule hereto, subject to his/her signing a contract with the Association which is satisfactory to the Board before taking office.  
(ii). The Board may delegate the authority of filling vacancies in the positions of the Technical Editor, Advertising Manager, and Distribution Manager to the AUSA Secretary.  
(iii) The Editor shall cease to hold office as such if at any Special General Meeting duly called for the purpose a resolution is passed to the effect that the incumbent does not possess the confidence of the Association as Editor.  
(iv) In the event of a casual vacancy in the position of Editor the Board shall fill the vacancy in accordance with the rules of the AUSA Constitution through either a by-election or a Student Representative Council Meeting  
(v) In the event of a casual vacancy in the position of Editor, the Board shall have the power to appoint an acting Editor until such time as an Editor is elected pursuant to clause  
(vi) In the event of a casual vacancy in the position of Editor the opening of nominations shall be advertised in two issues of Craccum before the closing of nominations, and the Board shall stipulate the form and nature of the advertisements specified.  
(vii) Up to two members may submit a joint nomination for the position of Editor and may hold office as joint Editors. If joint Editors are elected the Board may also appoint some of these people jointly or individually to some or all of the other positions mentioned in this clause. If joint Editors are elected each of them may speak at any meeting where the Editor has speaking rights but only one of them (to be determined from time to time by the joint Editors) shall be entitled to vote as Editor at any meeting where the Editor is entitled to vote.

### **Meetings**

6. (i) The Board shall meet at least once a month during the Academic Year.  
(ii) Notice of meetings shall require at least 48 hours notice to members of the Board.  
(iii) Minutes of the meetings shall be circulated to all members of the Board and to the Executive of the Association no later than 14 days after the meeting.  
(iv) A quorum for a meeting shall be six persons.  
(v) The Chairperson shall have a casting vote but not a deliberative vote.  
(vi) Any member holding more than one position on the Board may only exercise one vote at meetings of the Board.

**RENUMBER** the Twelfth Schedule - Finance to become the Fourth Schedule

**REASONING:** Better logical flow, and reflects the importance of the Finance Committee.

**DELETE** the Thirteenth Schedule – International Affairs Committee

**REASONING:** The intention here behind this committee was presumably to encourage more networking amongst those students interested in international issues. This has now been re-established with revised Terms of Reference under Admin Policy.

**DELETE** the Fourteenth Schedule – Cultural Council

**REASONING:** The intention here behind this committee was presumably to encourage more coordination amongst cultural clubs. This has now been re-established under the Clubs Presidents Forum.

**RENUMBER** the Fifteenth Schedule – Education Action Group to Ninth Schedule

**REASONING:** The Committee felt it was important to retain this Schedule, to reflect the importance placed on education in the Association's business and to allow the Group to be activated when necessary. Renumbering reflects better logical flow.

**RENUMBER** the Sixteenth Schedule – Media Complaints Tribunal to Eighth Schedule

**REASONING:** Important to retain, better logical flow to immediately follow Craccum schedule.

### **Seventeenth Schedule – Tamaki**

**RENUMBER** to Eleventh Schedule

**REASONING:** Important to retain, given Tamaki Campus has a distinct student population with distinct needs. Renumeration reflects reduced number of extra schedules.

**AMEND** Rule 7 (i)

so that the amended clause shall read:

"The Tamaki Representative to the AUSA Executive is elected by the Tamaki Students Association"

**REASONING:** This change is in accordance with realigning the status of the Tamaki rep.

**AMEND** the Eighteenth Schedule – NTM and **RENUMBER** to Tenth Schedule

**REASONING:** Important to retain. New MOU better reflects relationship between AUSA and Nga Tauria Maori. Renumeration reflects reduced number of extra schedules.

**AMEND** the Schedule so that the Schedule shall read:

**Memorandum of Understanding between  
Auckland University Students' Association (AUSA)  
and Ngā Tauria Māori (NTM)**

**1. Purpose and Guiding Principles**

- 1.1 *The Memorandum of Understanding (MOU) acts to formalise the relationship between the Parties, and seeks to allow the Parties to act in good faith towards each other for their mutual benefit and advancement.*
- 1.2 *Auckland University Students' Association (AUSA) and Ngā Tauria Māori (NTM) recognise Te Tiriti o Waitangi (The Treaty of Waitangi) as a founding document of Aotearoa/New Zealand. This necessitates a commitment to bicultural partnership and cooperation. AUSA and Ngā Tauria Māori share a mutual desire to serve, represent and advocate for their members.*
- 1.3 *The Memorandum seeks to advance the interests, and enhance the experiences of all students at the University of Auckland.*
- 1.4 *The Memorandum seeks to ensure the interests of Māori students are represented and advanced within the University and wider community.*

**2. Recognition**

- 2.1 *Ngā Tauria Māori recognises AUSA as the representative body for all students at the University, responsible for acting in the best interests of all students.*
- 2.2 *AUSA recognises Ngā Tauria Māori as a representative body for Māori students at the University responsible for acting in the best interests of Māori students.*
- 2.3 *AUSA recognises Ngā Tauria Māori as an independent and equivalent body, exercising tino Rangatiratanga over Māori student interests within its respective domain, and operating according to tikanga Māori.*
- 2.4 *Ngā Tauria Māori acknowledges that AUSA is a charitable incorporated society, and its first and foremost duty is to act in a manner that is consistent with its Rules and its charitable Object.*
- 2.5 *Both Parties recognise their responsibility not to interfere in the operations of the other Party without undue cause. Both Parties still reserve the right to respectfully comment on or criticise the actions of the other Party.*

**3. Co-operative Activities**

- 3.1 *Both parties will endeavour to give due consideration to all reasonable opportunities for co-operation and collaboration on mutually advantageous ventures, through the provision of support as deemed reasonable by the Parties.*
- 3.2 *AUSA undertakes to work collaboratively with Ngā Tauria Māori to provide a culturally appropriate and supportive environment for Māori students.*
- 3.3 *Ngā Tauria Māori undertakes to act in a consultant role with regard to the recognition and implementation of tikanga Māori in the policy, events and services provided by AUSA.*
- 3.4 *Ngā Tauria Māori also undertakes to be available to consult on matters of tikanga on an ad hoc basis where AUSA wishes to utilise these services. Where Ngā Tauria Māori does not possess the resources to assist AUSA directly, Ngā Tauria Māori undertakes to assist AUSA in identifying an appropriate knowledge holder(s).*
- 3.5 *Each Party may request assistance from the other on all matters, and where possible the other Party should endeavour to give advice and/or assistance if it believes it is qualified to do so.*
- 3.6 *Both Parties recognise that opportunities exist for the representation of the other Party's interest in national and specific fora. Both parties agree to commit to using their best endeavours to ensure that the interests of the other party are represented as appropriate in the circumstances. This may include, but is not limited to: requesting the other party provide a representative, requesting submissions on the matters of the forum, verbal discussions, or other means as appropriate in the circumstances.*
- 3.7 *AUSA will endeavour that where possible Ngā Tauria Māori interests are represented at a national level, and endeavour that whenever appropriate, Ngā Tauria Māori is invited to have one or more representatives at the following national fora: New Zealand Union of Students' Association (NZUSA), University Sport New Zealand (USNZ).*
- 3.8 *AUSA will endeavour to support Ngā Tauria Māori in securing representation on the University Council through a third student representative position.*
- 3.9 *AUSA and Ngā Tauria Māori shall work jointly on campaigns for barrier free, publicly funded tertiary education.*
- 3.10 *AUSA shall lobby the Craccum Administration Board for ongoing Māori content in Craccum.*

**4. Consultation**

- 4.1 *In the spirit of partnership and good faith, the parties commit to formal and informal notification and consultation processes.*

4.2 AUSA will, to the best of its ability, notify and consult Ngā Taura Māori on all matters that affect Māori student interests, the interests of Ngā Taura Māori as an organisation, matters specifically agreed upon by the parties, and all other reasonable matters that affect Ngā Taura Māori.

4.3 Ngā Taura Māori will, to the best of its ability, notify and consult AUSA on matters that affect wider student interests, the interests of AUSA as an organisation, matters specifically agreed upon by the parties, and all other reasonable matters which affect AUSA.

4.4 Ngā Taura Māori acknowledges an obligation, in the spirit of partnership, to keep AUSA fully informed of its ongoing affairs, and ensure that AUSA has the full opportunity to represent its interests in respect of Ngā Taura Māori services and initiatives.

#### **4.5 Quarterly Hui**

4.5.1 Formal consultation will be effected by quarterly hui between the Presidents and/or nominated representatives of both Parties.

4.5.2 The purpose of the hui are to:

- openly discuss and review the relationship between the parties,
- activities conducted and proposed which affect the interests of either party,
- opportunities for collaboration on campaigns and ventures (joint or independent),
- issues arising within the University or wider community which affect the interests of either party, and
- matters agreed upon by the parties.

4.5.3 The Parties will give due consideration and weight to the concerns, submissions and representations of the other Party, and act at all times respectfully toward the other, in good faith.

4.5.4 An annual hui of the members of both Executives, and other invited persons, may also be held, as soon as reasonably possible after the installation of both Executives. This hui would aim to provide AUSA with an understanding of Ngā Taura Māori's activities, the relationship between AUSA and Ngā Taura Māori, and where appropriate identify particular policies, events, and services provided by AUSA which raise issues regarding tikanga.

#### **4.6 Māori Student Officer(s)**

4.6.1 The position of Māori Students Officer(s) will be the elected tumuaki/president and nominated representative of Ngā Taura Māori.

4.6.2 The Māori Students Officers will be responsible for representing the interests of Ngā Taura Māori in the conduct, operation and affairs of the AUSA. The Māori Student Officers will be empowered to act as the agent for Ngā Taura Māori, and their verbal and written communications will represent the formal position of Ngā Taura Māori on particular matters.

4.6.3 The Māori Students Officers will also act as a conduit of information, by submitting information on Ngā Taura Māori to AUSA, and conveying AUSA information back to Ngā Taura Māori.

4.6.4 The Māori Students Officers have full speaking and voting rights on the AUSA Executive, consistent with the AUSA Constitution.

4.6.5 Ngā Taura Māori reciprocates the openness and good faith of AUSA in granting Ngā Taura Māori speaking and voting rights at AUSA Executive meetings, by allowing the same at Ngā Taura Māori Executive meetings.

#### **5. Facilities**

5.1 Both Parties agree to make available to the other party such facilities as are reasonably necessary for the agreement between the parties to be effective, or as reasonably requested for independent and joint ventures, where it is possible to do so.

5.2 AUSA agrees to grant Ngā Taura Māori the area of level 4 of the Student Union Buildings designated 'Hineahuone' as an appropriate space in order to provide agreed services and advance the interests of Māori students. 'Hineahuone' will be governed by Ngā Taura Māori and its usage will be for, though not exclusively limited to, Māori students.

5.3 Administrative support shall be provided, which includes but is not limited to: access to the University computer networks, phones or when reasonably requested the provision of photocopying facilities; and administrative and operational assistance as negotiated by the Parties. Ngā Taura Māori will be responsible for paying the costs of usage of these services.

5.4 Ngā Taura Māori and affiliated bodies to Ngā Taura Māori shall be granted the same privileges to book AUSA rooms and facilities as AUSA affiliated clubs and societies.

5.5 All intellectual and tangible property of Ngā Taura Māori, and held in the space provided by the AUSA, remains the property of Ngā Taura Māori.

5.6 In the event that membership of AUSA returns to being universal/compulsory, AUSA commits to funding at least one full time staff member of Ngā Taura Māori.

#### **6. Dispute Resolution**

6.1 In the event of a dispute arising between AUSA and Ngā Taura Māori as to the terms of the Memorandum, or any other dispute within the spirit of the Memorandum, both parties shall act in good faith and seek to resolve the dispute expeditiously. If unable to reach a resolution, it is recommended that the dispute will be referred to an independent mediator, as negotiated between the parties.

6.2 At all times during a dispute resolution process, both parties agree to respect the interests of the other party, maintain appropriate confidentiality, and undertake not to act in a manner which would unduly prejudice the interests of the other party.

#### **7. Termination, Alteration and Review of Memorandum**

7.1 The Memorandum and the obligations and responsibilities contained within it will commence on the date of signing by both AUSA and Ngā Taura Māori.

7.2 The Memorandum shall remain in force for an indefinite period. Since the purpose of this MOU is to maintain a long-term relationship between AUSA and Ngā Taura Māori, annual ratification is not required.

- 7.3 The Memorandum may be altered, amended or substituted by the written agreement of both parties, at any time whilst the Memorandum is in force.
- 7.4 The Memorandum may be terminated by the appropriate authorities of either Party giving six months notice to the other party in writing, unless an earlier termination date is mutually agreed on.
- 7.5 The Memorandum of Understanding will not terminate upon breach of its terms by either AUSA or Ngā Taura Māori.
- 7.6 The parties shall review the Memorandum annually through the quarterly hui or special hui convened between the Presidents and/or nominated representatives of both Parties. Matters under review shall include, but are not limited to:
- a review of the activities and relationship of the preceding year,
  - independent and joint interests of preceding and future years,
  - strategies to advance the best interests of, and partnership between, the parties,
  - opportunities for co-operation and collaboration,
  - representation of the other party's interests in appropriate forums,
  - the content of the Memorandum, and
  - other matters as agreed by the parties.
- 7.7 In the event of either party being wound up under the provisions of their Constitutions, or becoming insolvent, the Memorandum is deemed to be terminated.

Signed:  
AUSA President 2008  
David Do

Ngā Taura Māori Tumuaki/co-Presidents 2008  
Reina Harris and Richard Kaio

**RENUMBER the Nineteenth Schedule – Epsom to Twelfth Schedule**

**REASONING:** Important to retain, renumeration reflects proposed reduction in extra schedules

Carried

**8. GENERAL BUSINESS:**

*The Chair was handed to the AVP.*

G 19/08 DAVID DO/DARCY PEACOCK  
 THAT, in the interests of getting back true student control of student affairs, AUSA supports a return to Auckland University students automatically becoming members of their students association (but with 'opt-out' provisions of conscientious objection and financial hardship), just like at every other New Zealand university.  
 Note: This does not bind AUSA to undertaking a campaign at this point, but it does set out what position AUSA would now have on this issue.

There was some general discussion regarding the amendment.  
 David Do in favour.  
 Darcy Peacock in favour.  
 Joe McCrory in favour.  
 Sophia Blair in favour.  
 Graham Watson spoke against.  
 John Deverall of the Tramping Club spoke in favour.

Note: At 1.27pm the Secretary received a written document from Graham Watson regarding the legitimacy of the SGM. He (GW) then spoke against the above motion and then voted against it. He requested his vote against be recorded.

Carried

*Against: 1 (Graham Watson)*

**9. MEETING CLOSED:**

1.45pm

Some prizes were drawn, including 2 Shadows bar tabs (Natalie Jones and Braydon Wilson), and the scooter donated by AsylumX (Vishal Shingadia).

**Signed as a true and correct record**

.....  
**David Do, President, CHAIR**

.....  
**Desley Horton, AVP, CHAIR**