

# **Constitution and Rules**

of the

**New Zealand Technology Industry Association  
Incorporated**

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## **Constitution and Rules of the New Zealand Technology Industry Association Inc**

The following shall be the Rules of the New Zealand Technology Industry Association Incorporated.

### **1. Name**

- 1.1. The name of the society is the New Zealand Technology Industry Association Incorporated (referred to hereafter as **NZTech**).

### **2. Registered Office**

- 2.1. The registered office of NZTech shall be Level 1, Building C, 14-22 Triton Drive, Albany, Auckland, or such other place within New Zealand as the Board determines from time to time.

### **3. Objects**

- 3.1. The objects of NZTech are:

- (a) To promote the use of technology products and services as a means to raise New Zealand's prosperity, including through developing, publishing and publicising relevant material about the role of the technology industry in the New Zealand economy and the potential contribution that the technology industry could make to the New Zealand economy.
- (b) To provide a forum through which different segments of the technology industry can discuss issues facing their businesses and through which key issues for the industry can be identified.
- (c) To provide a forum through which a greater cohesiveness and co-ordination of the technology industry can be developed and maintained.
- (d) To create and foster alliances with appropriate organisations whether they have a focus on the technology industry, the New Zealand business environment or New Zealand generally.
- (e) To be a representative for the technology industry in appropriate organisations, so as to provide the technology industry viewpoint in those organisations.
- (f) To maintain and enhance a positive image for the technology industry amongst business leaders, community leaders, the New Zealand government and the New Zealand public generally.
- (g) To promote a positive regulatory framework for the technology industry by creating and maintaining a close relationship with the New Zealand Government and a means for regular and open communication with the New Zealand Government.
- (h) To ensure technology industry skills development, retention and education in New Zealand, by creating and maintaining relationships with appropriate organisations involved in New Zealand's education and skills training.

(i) To do all such other acts as the Board deems appropriate.

#### 4. Definitions

4.1. Unless the context otherwise requires, the following expressions shall have the following meanings:

**Affiliate Group** means a group of those Members set out in Appendix 2 of these Rules alongside the words “Affiliate Group”.

**Annual General Meeting** means a meeting of NZTech held in accordance with Rule 6.1.

**Board** means the governing body of NZTech constituted in accordance with Rule 7.

**Board Member** means a member of the Board.

**Business Day** means any day (which is not a Saturday or Sunday) that banks are generally open for business in Auckland, Wellington, Christchurch and Dunedin.

**Business Group** means a group of those Membership Categories set out in Appendix 2 of these Rules alongside the words “Business Group”.

**Business Hours** means the hours between 8 am and 5.30 pm on a Business Day.

**CB Joining Date** means the date five (5) days from the first Board meeting after the relevant Annual General Meeting.

**Community Board Member** means each of those Board Members contemplated in Rules 7.1(b)(v) and 7.1(c)(v).

**Community Chair** means that person that has been appointed by the relevant Community in accordance with the Community Charter to be the chairperson of the Community Executive Council of that Community.

**Community Charter** means for each Community the formal document setting out that Community’s purposes, principles, rules of conduct and governance, and arrangement with NZTech.

**Community Executive Director** means the person employed by NZTech that is appointed the chief executive of the Community Executive Council of that Community.

**Community Executive Council** means the governing body of the relevant Community constituted in accordance with the Community Charter of that Community.

**Chair of the Board** means the chairperson of the Board elected in accordance with Rule 7.5(b) to fulfil the role contemplated in these Rules (including Rule 7.5(c)).

**Chief Executive** means the Chief Executive Officer of NZTech appointed in accordance with Rule 9.1.

**Community** means a group of Members who have grouped together to focus on a specific area within the Relevant Interests and who are operating in the manner contemplated for a Community in Rule 8.

**Community Group** means the group of those Members who make up the Communities.

**Corporate Major Group** means a group of those Members set out in Appendix 2 of these Rules alongside the words “Corporate Major Group”.

**End Date** means that date that the Board resolves to be the date in each year that NZTech’s financial year should end.

**Establishment Board** shall have that meaning set out in Rule 7.3(a).

**Fees** means any entrance fee or annual subscription contemplated in Rule 5.3.

**Financial Year** means:

- (a) for the first financial year, a period commencing on the date NZTech is established and ending on the End Date; and
- (b) for each subsequent financial year, each subsequent 12 month period commencing the day after the last End Date and ending on the following End Date.

**General Meeting** means an Annual General Meeting or a Special General Meeting.

**Government/Education Group** means a group of those Membership Categories set out in Appendix 2 of these Rules alongside the words “Government/Education Group”.

**Group** means one or more of the Corporate Major Group, Other Corporate Tiers Group, Business Group, Government/Education Group, Affiliate Group, Community Group, or the Individuals Group.

**Individuals Group** means a group of those Members who are within the Individual Membership Category.

**Interest Group** means a group of Members who have grouped together to focus on a specific area within the Relevant Interests and who are operating in the manner contemplated for an Interest Group in Rule 8.

**Invited Board Member** means the Board Member contemplated in Rules 7.1(a)(v), 7.1(b)(vi) and 7.1(c)(vi).

**Member** means a person or entity who becomes a member of NZTech in accordance with Rule 5 and **Membership** has the corresponding meaning.

**Membership Category** means a Membership category set out in Appendix 1 of these Rules.

**Membership Revenue** means that part of the Fees received by NZTech in a financial year which relate to membership of a Community, provided that where a member belongs to NZTech and/or more than one Community the Fees received will be allocated fairly by NZTech.

**Membership Revenue Threshold** means for the relevant Community that its Membership Revenue in the previous financial year is greater than 20% of the total aggregate Fees received by NZTech (including the total Community Group revenue received) in that same year.

**Membership Year** means, in respect of a Member, such 12 month period as the Board may determine from time to time, provided that where a Member first joins the Membership, or where the basis upon which the membership year is set changes, the period may be less or

more than 12 months to allow the Member to align with other Members if the Board determines this is appropriate.

**Non-Registered University** means an education institution which is not a Registered University, but which was established under the Education Act 1989 or which is registered with the New Zealand Qualifications Authority.

**Officer** means a director or employee of a Member or any other person nominated by a Member to represent that Member.

**Other Corporate Tiers Group** means a group of those Membership Categories set out in Appendix 2 of these Rules alongside the words "Other Corporate Tiers Group".

**Register of Members** means the register of Members to be kept in accordance with Rule 10.3.

**Registered University** means a university that is established under the Education Act 1989.

**Relevant Interest** means an interest in benefiting from or contributing to the objects set out in Rule 3.1, and any other type of interest that the Board may subsequently determine to add to this group.

**Representative Board Member** means each of those Board Members contemplated in Rules 7.1(a)(i) – (iv), 7.1(b)(i) – (iv), and 7.1(c)(i) – (iv).

**Special General Meeting** means a meeting of NZTech held in accordance with Rule 6.2.

**Voting Member** means a Member of the Corporate Major Group, Other Corporate Tiers Group Business Group, Government/Education Group or Affiliate Group.

## 5. **Membership**

### 5.1. **Membership categories**

- (a) The categories of Membership are set out in Appendix 1 of these Rules.
- (b) The Board may from time to time add and/or remove categories from Appendix 1, provided that any change to Appendix 1 shall not take effect until the Annual General Meeting immediately following the decision by the Board to add or remove a category.
- (c) In exercising its rights under Rule 5.1(b), the Board may amend the composition and/or entitlements of a Group, provided that any such change shall not take effect for a Member of that category until the next Annual General Meeting following the amendment.
- (d) Where a Member is in a category that Rules 5.1(b) or (c) applies to and that Member, acting reasonably, considers that:
  - (i) the alternative category; or
  - (ii) the change in composition and/or entitlements means that the category they are in,

no longer meets their requirements, they may within 30 days after the relevant Annual General Meeting terminate their membership.

## 5.2. Membership

- (a) Membership is open to any business, organisation, institution, agency or individual that has a Relevant Interest.
- (b) Subject to Rule 5.2(d), an applicant will join as a member of the Membership Category that it meets the criteria for.
- (c) The Board may from time to time add, remove or modify the qualifications and criteria for Membership.
- (d) To be admitted as a Member an applicant must:
  - (i) complete an application in the form prescribed or approved by the Board and, providing such information as the Board may require, provide it to:
    - A. NZTech; or
    - B. where the Applicant is applying to be admitted as a Member through joining a Community, then to the Community Chair or Community Executive Director of that Community as directed.
  - (ii) agree that when acting in relation to their Membership they will conform with these Rules, and all regulations, code of ethics and by-laws of NZTech;
  - (iii) be accepted by NZTech in the manner set by the Board from time to time; and
  - (iv) pay any entrance fee, annual subscription and other charges properly levied on the applicant in accordance with these Rules.
- (e) Upon joining NZTech each Member shall advise NZTech which Membership Category(ies) it is joining as part of. After a Member's first Membership Year, a Member will be deemed to be in the same Membership Category(ies) as the immediately prior Membership Year unless:
  - (i) that Membership Category has been discontinued in accordance with Rule 5.1(b) in which case the Member and NZTech will agree the appropriate new Membership Category to take effect for the Member at the Annual General Meeting immediately following the discontinuance; or
  - (ii) the Member advises NZTech otherwise within 30 days after the commencement of the relevant Membership Year.

In each Membership Year each Member will be liable for the Fees applicable to the Membership Category(ies) that it has elected, agreed, or is deemed to be applicable.

- (f) Notwithstanding Rule 5.2(e) a Member being a member of more than one Membership Category which is eligible to be a Voting Member shall not entitle that Member to more than one vote at any General Meeting.



### 5.3. Subscriptions, Fees and Other Charges

- (a) Subject to Rule 5.4, each Member's Membership shall automatically renew at the commencement of the next Membership Year.
- (b) For each Financial Year the Board shall by resolution determine the entrance fees and annual subscriptions to be paid by each Membership Category.
- (c) Each member shall pay such Fees at the times and in the manner and frequency authorised by the Board.
- (d) The Board may from time to time offer discounts on fees on such terms as determined by the Board.

### 5.4. Resignations

- (a) Any Member who wishes to withdraw from Membership (**Resigning Member**) shall deliver to NZTech a written notice of resignation from the individual (where the Member is an individual) or from a duly authorised agent (where the Member is not an individual).
- (b) Resignation shall not take effect until the notice of resignation is received by NZTech. Except to the extent set out in these Rules, the Resigning Member shall remain liable for all outstanding Fees, and any other charges due. Where the notice of resignation is received by NZTech within 30 days after the commencement of the relevant Membership Year the Fees will be waived. In all other circumstances, the Fees will still be payable by the Resigning Member unless the Board determines to waive them. Where a Fee has been divided into instalments, the Member shall be required to pay all instalments of that Fee for the current year unless the Board determines otherwise.

### 5.5. Limitation of Liability

Members are not partners and are therefore not in any way jointly or severally liable for each other notwithstanding any rules or regulations.

### 5.6. Arrears of Subscriptions, Fees and Charges

- (a) Failure to pay any Fees, any instalment of a Fee, or other charges due within one month of the due date will result in all rights and benefits of the Member concerned being suspended, including (in the case of a Voting Member) the right to vote at any General Meeting. Such suspension shall not release the Member from liability for any Fees and other charges due. If payments due to NZTech are made before the Member's membership is cancelled pursuant to Rule 5.6(b), the suspension shall be lifted and the rights and benefits resumed following the date of payment.
- (b) The Board may:
  - (i) cancel a Member's membership(s); and/or
  - (ii) authorise legal action to recover any amount due to NZTech,if any amount due to NZTech remains unpaid for three (3) months from the date the payment was due.

## 5.7 Spokesperson

Except as contemplated in Rule 8.1, no person other than the Chair of the Board or the Chief Executive may act as spokesperson for NZTech unless appointed by the Board. The Board may appoint a person to act as spokesperson in whatever manner it chooses, including limiting the duration of the appointment or the scope of issues the person may comment on.

## 6. General Meetings

### 6.1. Annual General Meeting

- (a) The Annual General Meeting shall be held within six (6) months after the end of each Financial Year.
- (b) Subject to the time requirement set out in Rule 6.1(a), the Annual General Meeting shall be held at such time and place as shall be determined by the Board.
- (c) The business of the Annual General Meeting shall be:
  - (i) to receive reports on the previous Financial Year's activity, including a report from the Chair of the Board, a financial report and an auditor's report;
  - (ii) to appoint an auditor for the ensuing Financial Year;
  - (iii) to appoint the Representative Board Members;
  - (iv) to consider any notices, motions or remits that have been received by NZTech not less than 15 Business Days in advance of the Annual General Meeting or otherwise specified by the Board in the notice calling the Annual General Meeting; and
  - (v) to transact any other business that may properly be conducted at an Annual General Meeting.

### 6.2. Special General Meeting

- (a) All General Meetings other than the Annual General Meeting shall be known as Special General Meetings. At a Special General Meeting only the business mentioned in the notice convening the Special General Meeting may be transacted.
- (b) The Chief Executive and the Chair of the Board shall each have the power to convene a Special General Meeting in the following situation:
  - (i) where the Board thinks it necessary to discuss any matter of interest to NZTech; or
  - (ii) at the written requisition of not less than 20% of Voting Members (**Requisitioned Meeting**).
- (c) If the Chief Executive or the Chair of the Board fails to convene a Requisitioned Meeting within a 20 Business Day period after receiving notice of requisition, the Voting Members making the requisition may convene such meeting and all costs of such meeting shall be paid for from the funds of NZTech.

### 6.3. Notices

- (a) At least 10 Business Days' written notice of every General Meeting shall be given to all Members, specifying the time, place and business of the meeting.
- (b) Every notice required to be given to Members shall be deemed to be duly delivered:
  - (i) three (3) Business Days after posting if it is posted in a prepaid letter or is contained or printed within NZTech's official magazine sent to such Members at their postal address on the Register of Members;
  - (ii) the day that it is sent if sent in Business Hours (or if sent outside Business Hours the next Business Day) by:
    - A. email (and the sender does not receive an undeliverable email message generated by the sender or recipients system) to such Members at their email address on the Register of Members; or
    - B. fax (and the sender receives confirmation from their machine that the fax has been successfully delivered) to such Members at their fax number on the Register of Members.

#### 6.4. Quorum

- (a) Thirty percent of Voting Members participating, or represented by proxy, at any General Meeting shall constitute a quorum.
- (b) If within half an hour from the time appointed for a General Meeting a quorum is not present, the meeting will stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as notified to the Members. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Voting Members present will constitute a quorum.

#### 6.5. Voting Rights

- (a) Each Voting Member shall be entitled to one vote at all General Meetings.
- (b) Members who are not Voting Members shall be entitled to attend General Meetings but shall not be entitled to vote at any General Meeting.
- (c) At all General Meetings voting shall be:
  - (i) by a show of hands; or
  - (ii) by ballot, where the issue is the winding up of NZTech or where a ballot is demanded by the majority of the Voting Members present on a show of hands or by the chairperson of the meeting.
- (d) At all General Meetings each resolution shall be determined by a majority of votes cast, except where otherwise required by these Rules.

#### 6.6. Voting by Proxy

- (a) Any Voting Member may exercise the right to vote either by being present in person or by proxy. A proxy is entitled to attend and be heard at a General Meeting as if the proxy were the Voting Member.

- (b) The appointment of a proxy must be made by the relevant Voting Member in such form as the Board may approve from time to time, provided that at a minimum the proxy will provide such evidence as the Board may require of the authority of the person granting the proxy and contain the following information: (a) the name of the Voting Member; (b) the name of the individual being appointed as proxy; (c) the General Meeting at which the proxy will vote on behalf of the Voting Member; and (d) express wording appointing the proxy.
- (c) The appointed proxy may be a Member or a duly authorised representative of that Member. The proxy shall have the same right as the appointer to speak at the General Meeting.
- (d) The appointed proxy may be the chairperson of the General Meeting.
- (e) The form of the proxy shall be notified by NZTech (by post or by electronic means) to every Voting Member not less than five (5) Business Days before the date of the General Meeting.
- (f) A Voting Member shall not be entitled to appoint more than one proxy to attend on the same occasion, but, subject to the foregoing provisions of this paragraph, a Voting Member may appoint two or more alternative proxies.
- (g) The notice of proxy in the format prescribed by the Board must be received by NZTech (in the manner specified by NZTech), not less than 24 hours before the time for holding the General Meeting. However, the chairperson of the General Meeting shall have discretion to accept any proxy form in any format he/she considers appropriate, provided it contains, as a minimum, the information prescribed in Rule 6.6(b) paragraphs (a)-(d) above, prior to the commencement of the meeting.

#### 6.7. **Direct Voting**

Should the Board so authorise by resolution, any voting by Voting Members that is required in these Rules may be done so by direct vote of Voting Members voting either by post or by electronic means in whatever format the Board authorises.

#### 6.8. **Resolution in place of General Meeting**

- (a) Notwithstanding anything in these Rules, where the Board determines appropriate, in place of a General Meeting voting may be by email or fax response to a circulated resolution, which resolution shall be sent to Voting Members at their email address or fax number (as applicable) on the Register of Members.
- (b) Where no response is received from a Voting Member to a circulated resolution given under Rule 6.8(a) within five (5) Business Days of receipt of such resolution, a reminder shall be sent to that Voting Member and that Voting Member shall have a further period of three (3) Business Days in which to respond.
- (c) If the Voting Member has not responded with that further period, the Voting Member shall be deemed to have abstained from casting a vote, and such abstention shall not be regarded as a vote either for or against the matter being voted on.
- (d) The circulated resolution will be passed if more than 30% of Voting Members have voted on the resolution within the required timeframe (including any further period granted under Rule 6.8(b)) and a three-fourths majority of those voting have voted in favour of the resolution.

## 6.9. **Electronic Voting on Representative Board Members**

Where the Board authorises by resolution, pursuant to Rule 6.7, that voting on Representative Board Members is to be done by electronic means, the following provisions will apply:

- (a) The electronic means of voting will be made available to Voting Members prior to the Annual General Meeting, and the Voting Members will be notified of the period within which they must submit their electronic vote (**Voting Period**).
- (b) For a vote on the Representative Board Members to be valid, at least 30% of Voting Members must participate in that vote (**Required Quorum**) and must place their votes within the Voting Period. Where a valid vote occurs, then those candidates with the highest number of votes at the end of the Voting Period for the relevant category (with the number of such candidates to equal the number of Representative Board Members to be appointed) will be elected as Representative Board Members. For the purposes of Rules 7.3(h)–(j), each Representative Board Member that is elected by electronic means in accordance with this Rule shall be treated as being elected at the next Annual General Meeting following the electronic vote.
- (c) Where there is a tie, the Board will determine (at its option) either that a second vote by electronic means be held in respect of the tied candidates (in which case paragraphs (a) and (b) above will apply) or that a second ballot of the tied candidates be held at the next Annual General Meeting. Where it is decided to have that second ballot at the next Annual General Meeting, then the Voting Members shall (notwithstanding Rules 6.3(a) or 7.3(f)) be advised of this and the candidates to vote on not less than three (3) Business Days before the Annual General Meeting. Where it is decided to have that second ballot by electronic means, Rule 7.3(f) will apply but the advance notice may be reduced to three (3) Business Days.
- (d) Where the Required Quorum is not met, the Board will determine (at its option) either that the electronic means of voting be utilised a second time in accordance with paragraph (b) above, or that the vote be deferred to the next General Meeting. Where the vote is conducted by electronic means a second time, those Voting Members voting within the Voting Period will constitute the quorum.

## 6.10. **Irregularity**

An irregularity in a notice of a General Meeting is waived if a majority of the Voting Members attend the meeting without protest as to the irregularity, or if they agree to the waiver. The accidental omission to give a notice of a General Meeting to, or the non-receipt of a notice of a General Meeting by, a Member will not invalidate the proceedings at the General Meeting, provided that the chairperson of the meeting is first satisfied that no Member has been unfairly prejudiced.

## 6.11. **Chair of the Board to act**

The Chair of the Board, if present at a General Meeting, must chair the meeting.

## 6.12. **Other chairperson**

If the Chair of the Board is not present for the commencement of a General Meeting, the Board Members present may elect one of the parties present to be chairperson of the meeting.

### 6.13. **Adjourned meetings**

The chairperson may, and if directed by a majority vote at a General Meeting must, adjourn the meeting (**Adjourned Meeting**) to a new time and place. The procedure for reconvening that meeting shall be the same as that for the Adjourned Meeting, provided that if the Adjourned Meeting was the Annual General Meeting the chairperson may elect to adopt the process for a Special General Meeting to address any unfinished business of that Adjourned Meeting.

### 6.14. **Regulation of procedure**

Except as otherwise provided in these Rules, the chairperson of a General Meeting may regulate the proceedings at the meeting as he or she sees appropriate.

## 7. **Board**

### 7.1. **Membership of the Board**

- (a) Subject to Rule 7.2(a), the Board for the period from the 2018 Annual General Meeting to the 2019 Annual General Meeting shall be comprised of:
- (i) four representatives from the Corporate Major Group;
  - (ii) three representatives from the Other Corporate Tiers Group;
  - (iii) two representatives from the Business Group;
  - (iv) two representatives from the Government/Education Group;
  - (v) up to 1 representative invited by the Board Members referred to in (i) to (iv) above, provided that such representative will not be invited unless a majority of the Board Members referred to in (i) to (iv) above agree.
- (b) Subject to Rule 7.2(c), the Board for the period from the 2019 Annual General Meeting to the 2020 Annual General Meeting shall be comprised of:
- (i) four representatives from the Corporate Major Group;
  - (ii) two representatives from the Other Corporate Tiers Group;
  - (iii) one representative from the Business Group;
  - (iv) two representatives from the Government/Education Group;
  - (v) two representatives from the Community Group;
  - (vi) up to 1 representative invited by the Board Members referred to in (i) to (v) above, provided that such representative will not be invited unless a majority of the Board Members referred to in (i) to (v) above agree.
- (c) The Board following the 2020 Annual General Meeting shall be comprised of:
- (i) three representatives from the Corporate Major Group;
  - (ii) two representatives from the Other Corporate Tiers Group;

- (iii) one representative from the Business Group;
  - (iv) one representative from the Government/Education Group;
  - (v) four representatives from the Community Group;
  - (vi) up to 1 representative invited by the Board Members referred to in (i) to (v) above, provided that such representative will not be invited unless a majority of the Board Members referred to in (i) to (v) above agree.
- (d) For the first Board meeting following the 2019 and 2020 Annual General Meetings the Community Board Members contemplated in Rules 7.1(b) and (c) will, unless appointed earlier pursuant to Rules 7.2(a) or (c), not have been appointed and where this occurs until their appointment the quorum for Board meetings will be reduced accordingly.
- (e) Members of the Affiliate Group shall not be entitled to appoint representatives to the Board.
- (f) The Invited Board Member and the Community Board Members need not meet the criteria set out in Rule 7.3(j). The Invited Board Member shall not have a vote at Board meetings unless the Board specifies prior to him or her being appointed that the individual Board Member should have a vote.
- (g) Unless appointed by the Board for a shorter term, the Invited Board Member shall be deemed to retire at the next Annual General Meeting after the Board meeting at which he or she was appointed.
- (h) No person may be a representative of more than one position on the Board, unless elected as the Chair of the Board or appointed as a proxy for another Board Member.
- (i) The Chief Executive shall be entitled to attend meetings of the Board but shall not be entitled to vote at those meetings.

## 7.2. Transition

- (a) During the period from the 2018 Annual General Meeting to a date prior to the 2019 Annual General Meeting (such date to be determined by the Board), if any Representative Board Member resigns or that Board position becomes otherwise vacant, and at the 2019 Annual General Meeting the Board position is intended to become a Community Board Member position, then, if a Community's Membership Revenue meets the Membership Revenue Threshold, Rule 7.4(a) will apply, otherwise the Board shall, together with the Community Executive Directors, appoint a Community Board Member, and that Community Board Member will be a member of the Board for the remainder of the unexpired term of that Board position.
- (b) The Board shall, on a date prior to the 2019 Annual General Meeting (such date to be determined by the Board), open any remaining unallocated Community Board Member positions to the selection process set out in Rules 7.4(a)–(d) below.
- (c) During the period from the 2019 Annual General Meeting to a date prior to the 2020 Annual General Meeting (such date to be determined by the Board), if any Representative Board Member resigns or that Board position becomes otherwise vacant, and at the 2020 Annual General Meeting the Board position is intended to become a Community Board Member position, then, if a Community's Membership

Revenue meets the Membership Revenue Threshold, Rule 7.4(a) will apply, otherwise the Board shall, together with the Community Executive Directors, appoint a Community Board Member, and that Community Board Member will be a member of the Board for the remainder of the unexpired term of that Board position.

- (d) The Board shall, on a date prior to the 2020 Annual General Meeting (such date to be determined by the Board), open any remaining unallocated Community Board Member positions to the selection process set out in Rules 7.4(a)–(d) below.

### 7.3. Representative Member Election

- (a) Subject to Rule 7.3(b) below, for the period from establishment of NZTech to the first Annual General Meeting, the Board (**Establishment Board**) shall be those people that have been involved in managing the establishment of NZTech and who have been notified to the parties attending the General Meeting at which NZTech is established. The Establishment Board need not meet the criteria set out in Rules 7.1(a) or 7.3(j).
- (b) The Board Members appointed pursuant to Rule 7.3(a) may seek expressions of interest for other appointees to the Board and where they see fit may appoint additional Board Members who on appointment will become part of the Establishment Board. The Establishment Board may select one of their group to be Chair of the Board or may choose a person independent of them to be Chair of the Board.
- (c) For each subsequent appointment of a Representative Board Member to the Board by the Members, NZTech shall, on a date prior to an Annual General Meeting, forward to every Member of a Group that is to have a representative elected on the Board, a notice calling for nomination in such format as the Board may prescribe for the election of that Group's Board representatives. Such date will be determined by the Board in each instance.
- (d) Every candidate for election or re-election as a Representative Board Member shall be an Officer of a Member and shall meet the criteria for all Representative Board Members set out in Rule 7.3(j). If the candidate is to represent: (i) a Group that he or she, or the Member that he or she is an Officer of, is part of, then the candidate must confirm their candidacy; or (ii) a Group that he or she, or the Member that he or she is an Officer of, is not part of, then the candidate must be nominated by at least one Member of the Group which that candidate is to represent on the Board and the candidate must confirm their candidacy. The Board shall determine the deadline by which such confirmation and/or nomination must be received by the Chief Executive. No Officer of a Member shall stand for election unless that Member has paid all Fees and other charges due to NZTech. Where a candidate is nominated for election or re-election to be a Representative Board Member of more than one Group then that candidate must choose which Group he or she will stand to represent at the election and must advise the Chief Executive of this prior to the NZTech forwarding a list of candidates pursuant to Rule 7.3(f).
- (e) In confirming a candidacy or making a nomination for a Representative Board Member, the person doing so shall provide such information in the format prescribed by the Board, which information shall as a minimum include the full name of the candidate, the Member the nominee is a representative of, and the designation of the nominee within the organisation or business (if applicable).



- (f) NZTech shall forward a list of candidates for Representative Board Members to all Members on a date (not less than 10 Business Days) prior to: (a) where voting is to be by electronic means, the date that the voting is to close; or (b) where the vote is to take place at the Annual General Meeting, the Annual General Meeting.
- (g) If Representative Board Members are to be elected at an Annual General Meeting, their election will take place at an Annual General Meeting by ballot and where there is a tie a second ballot of the tied candidates shall be held.
- (h) Each Representative Board Member shall hold office for a term of two (2) years commencing from the end of the Annual General Meeting at which they were elected or are treated as having been elected. Notwithstanding the foregoing, at the first Board meeting following the 2012 Annual General Meeting, the Representative Board Members shall select five (5) of their number to retire at the end of the next Annual General Meeting and those selected Representative Board Members shall be deemed to retire at such time.
- (i) Each Representative Board Member shall be deemed to retire at the end of their term. Any retiring Representative Board Member shall be eligible for re-election and if re-elected will begin a new term of office, provided that no Representative Board Member may be elected for more than three (3) consecutive terms (the calculation of which shall commence from the 2012 Annual General Meeting onwards) unless an exception for the Representative Board Member is specifically supported at the Annual General Meeting at which that Representative Board Member is elected or is treated as being elected. Where a Representative Board Member is also Chair of the Board that person shall continue as Chair of the Board until another is appointed in accordance with Rule 7.5(b), even if that person has retired as a Representative Board Member and has not been reappointed.
- (j) Each Representative Board Member must be:
  - (i) where the Member they represent is an individual, that individual;
  - (ii) where the Member they represent is an agency, institution or an organisation other than a company, the chief executive or someone able to bind that organisation;
  - (iii) where the Member they represent is a company, the chief executive or a director of the company or a person able to bind that company.

#### **7.4. Community Board Member Selection**

- (a) If a Community's Membership Revenue meets the Membership Revenue Threshold, that Community will receive an automatic Community Board Member position subject to a position becoming available. For each appointment to the Board pursuant to this Rule 7.4(a), NZTech shall, on a date prior to an Annual General Meeting (such date to be determined by the Board), notify the Community that is to have a representative on the Board that a position is available. The Members of that Community shall, having regard to the NZTech Diversity Policy and taking into account the current NZTech strategies, select a Community Executive Council member or if more suitable a Member to join the Board as its representative. That representative shall join the Board at the CB Joining Date.
- (b) If a Community Board Member position is not available at the first CB Joining Date after a Community's Membership Revenue meets the Membership Revenue

Threshold, and the Community's Membership Revenue remains above the Membership Revenue Threshold, that Community will receive its automatic Community Board Member position either at the next CB Joining Date where a Community Board Member position becomes available or pursuant to Rule 7.6(c), whichever is the earliest.

- (c) Where at a CB Joining Date there are more Communities that meet the Membership Revenue Threshold than there are available positions on the Board then the Board will work with those Communities to choose which representative selected by those Communities should join the Board having regard to the NZTech Diversity Policy and taking into account the current NZTech strategies.
- (d) Subject to Rules 7.4(a)–(c), for each appointment by the Board Members of a Community Board Member, all Communities that do not meet the Membership Revenue Threshold shall nominate a Member to be presented to the Board Members who will, in line with the NZTech Diversity Policy and taking into account the current NZTech strategies, together with the Community Executive Directors, appoint any remaining Community Board Members at the CB Joining Date.
- (e) If a Community does not nominate any Member to be presented to the Board Members as a candidate, the Community Executive Director will be held to be the default nomination. Should a Community rely on this default nomination, the Community Executive Director may present an alternative to the Board Members as its nomination.
- (f) The Board shall determine the deadline by which nomination of a Community Board Member candidate must be received by NZTech. Where a candidate is nominated for appointment to be a Community Board Member of more than one Community or for election or re-election as a Representative Board Member, then that candidate must choose whether it will stand as a Community Board Member or a Representative Board Member, and if the former, which Community he or she will represent and must advise NZTech of this prior to the relevant Annual General Meeting.
- (g) In confirming a candidacy or making a nomination for a Community Board Member, the person doing so shall provide such information in the format prescribed by the Board, which information shall as a minimum include the full name of the candidate and which Community the nominee is representing.
- (h) Each Community Board Member must be:
  - (i) an individual; and
  - (ii) a member of the Community from which they were appointed,and in being appointed will represent all Communities, not just the Community they are part of.
- (i) Each Community Board Member shall hold office for a term of two (2) years commencing from:
  - (i) the CB Joining Date at which they were appointed; or
  - (ii) where the Community Board Member has been appointed to fill a vacancy, the CB Joining Date closest to the date that the first person initially filling that position was appointed.

- (j) Each Community Board Member shall be deemed to retire at the end of their term. Any retiring Community Board Member shall be eligible for re-nomination and if re-appointed will begin a new term of office, provided that no Community Board Member may be elected for more than three (3) consecutive terms unless an exception for the Community Board Member is specifically supported by the Board Members when that Community Board Member is re-appointed. Where a Community Board Member is also Chair of the Board that person shall continue as Chair of the Board until another is appointed in accordance with Rule 7.5(b), even if that person has retired as a Community Board Member and has not been reappointed.

#### 7.5. **Chair of the Board**

- (a) The Chair of the Board is to be appointed annually but shall be eligible for re-election. The Chair of the Board may be a Representative Board Member, a Community Board Member, or an independent person.
- (b) At the first Board meeting after each Annual General Meeting, the Board Members entitled to attend and the current Chair of the Board shall meet to elect the new Chair of the Board. The then current Chair of the Board shall chair that meeting but shall be deemed to retire at the end of that Board meeting.
- (c) The Chair of the Board shall:
  - (i) preside at all General Meetings, Board meetings, and other NZTech meetings when present;
  - (ii) approve minutes of the meetings;
  - (iii) generally conduct the meetings; and
  - (iv) in the case of an equality of votes, shall not have a casting vote.
- (d) Where the Chair of the Board is an independent person, then the person need not meet the criteria set out in Rule 7.3(j).
- (e) Where the Chair of the Board is not present at a Board meeting, the Board Members present at the meeting shall elect one of their number present to chair the relevant meeting and exercise all the powers of the Chair of the Board.

#### 7.6. **Vacancy**

- (a) Where a Board Member resigns or a Board position becomes otherwise vacant during that Board Member's term, a casual vacancy shall be deemed to have arisen.
- (b) Any Board Member who:
  - (i) ceases to be an Officer of the Member he or she represents; or
  - (ii) is an Officer of a Member who has resigned, or has been suspended or expelled, from NZTech; or
  - (iii) fails to attend three consecutive Board meetings without having leave of absence or reason considered adequate by the Board; or

- (iv) in respect of a Community Board Member ceases to be a Member of a Community by choice or by dissolution of the Community pursuant to Rule 8.1(c); or
- (v) is expelled under Rule 11.7(e);

shall be deemed to have resigned from the Board without further notice. The attendance of a Board Member's Alternate (as that term is defined in Rule 7.9(a)) shall not meet the requirement set out in Rule 7.6(b)(iii) unless such attendance is specifically accepted as part of any arrangement between that Board Member and the Board relating to the Board Member's absence.

- (c) Subject to Rules 7.2 and 11.7(f), the Board may, having regard to the nature of the Members that the resigning Board Member is to represent:
  - (i) where the resigning Board Member is a Representative Board Member, appoint a Member or Officer of a Member to fill the vacancy for the remainder of the unexpired term of that resigning Board Member, unless a Community's Membership Revenue meets the Membership Revenue Threshold and they do not currently hold a Community Board Member position, in which case the resigning Board Member's position will be filled pursuant to Rule 7.4(a);
  - (ii) where the resigning Board Member is a Community Board Member appointed pursuant to Rule 7.4(d), appoint a Member or Officer of a Member to fill the vacancy from the Community Group for the remainder of the unexpired term of that resigning Board Member, unless a Community's Membership Revenue meets the Membership Revenue Threshold, and they do not currently hold a Community Board Member position, in which case the resigning Board Member's position will be filled pursuant to Rule 7.4(a); or
  - (iii) where the resigning Board Member is a Community Board Member appointed pursuant to Rule 7.4(a), and that Community's Membership Revenue still meets the Membership Revenue Threshold, then that Community may select a Member to fill the resigned Board Member's position pursuant to Rule 7.4(a) for the remainder of the unexpired term of that resigning Board Member, unless there is another Community whose Membership Revenue meets the Membership Revenue Threshold and it does not have a Board representative in which case the Board will work with those Communities to select which representative should fill the vacancy having regard to the NZTech Diversity Policy and taking into account the current NZTech strategies.

#### **7.7. Quorum and Board Meetings**

- (a) The quorum for Board meetings may be fixed by the Board, but unless so fixed will be a majority of voting Board Members.
- (b) At all Board meetings each resolution shall be determined by a majority of votes cast.
- (c) A meeting of the Board may be held:
  - (iv) by a number of Board Members who constitute a quorum, being assembled at the same time and place; or

- (v) by means of audio or audio-visual communication by which all Board Members participating and constituting a quorum can hear each other throughout the meeting.
- (d) Should any matter require a determination of the Board, that matter may be determined by vote of the Board Members voting either by post or by electronic means in such format as has been previously approved by the Board.

#### 7.8. Powers of the Board

- (a) The business and affairs of NZTech will be managed by, or under the direction or supervision of, the Board.
- (b) The Board may exercise all the powers of an incorporated society that are not required, either by the Incorporated Societies Act or these Rules, to be exercised by the Members.
- (c) The Board may, except as provided in these Rules, delegate to a committee of Board Members, a Board Member, an employee of NZTech or to any other person, any one or more of its powers.
- (d) The Board may appoint such employees as it considers necessary to carry out its powers and duties including, in particular, a Chief Executive Officer, and may determine such employees' remuneration and terms of appointment.
- (e) Except as set out in these Rules, the Board may regulate its own procedure.
- (f) Without limiting Rule 7.8(b), the Board shall have the following powers:
  - (i) determine the policies of NZTech;
  - (ii) establish and disestablish branches of NZTech;
  - (iii) control the funds of NZTech for the furtherance of its objects set out in Rule 3.1;
  - (iv) invest money in real or personal property, invest or borrow money by way of mortgages, debentures or otherwise on the security of any property of NZTech;
  - (v) receive, consider, accept or decline applications for Membership;
  - (vi) discipline Members, Board Members and Officers of Members under Rule 11;
  - (vii) set up or dissolve a Community or Interest Group or delegate or withdraw delegation of any of its functions to a Community or Interest Group, in accordance with Rule 8.

#### 7.9. Alternates

- (a) Each Board Member may from time to time appoint any person who is not already a Board Member to be the Board Member's alternate (an **Alternate**). No Board Member may appoint a deputy or agent otherwise than by way of appointment of an Alternate. Any Alternate shall be a representative of a Member and shall meet the criteria for Board Members that they are an Alternate for (including in the case of Representative Board Members the requirement set out at Rule 7.3(j)).

- (b) Any appointment or removal of an Alternate must be by notice in writing to the Chair of the Board (or, in the case of an Alternate to the Chair of the Board, the Chief Executive or a Board Member) from the relevant Board Member.
- (c) Each Alternate will be entitled to:
  - (i) receive notices of all meetings of the Board if the Board Member who appointed the Alternate is known to be either outside of New Zealand or otherwise unavailable to attend meetings;
  - (ii) attend and vote at any Board meeting at which the Board Member who appointed the Alternate is not personally present; and
  - (iii) in the absence of the Board Member who appointed the Alternate, perform all the functions, and exercise all the powers, of that Board Member.
- (d) An Alternate will cease to be an Alternate:
  - (i) if the Board Member who appointed the Alternate ceases to be a Board Member or revokes the appointment; or
  - (ii) on the occurrence of any event relating to the Alternate which, if the Alternate were a Board Member, would disqualify the Alternate from being a Board Member.

## 8. Community & Interest Groups

### 8.1. Communities

- (a) The Board may approve the establishment of Communities which must operate in accordance with a Community Charter approved by the Board.
- (b) A Community Chair or Community Executive Director may speak on behalf of NZTech in relation to matters that are the primary focus of that Community.
- (c) Communities may be dissolved by the Board at any time.

### 8.2. Interest Groups

- (a) The Board may approve the establishment of Interest Groups for the purpose of networking and discussing matters of interest to the group which relate to the business of NZTech.
- (b) Interest Groups may not incur expenditure or speak on behalf of NZTech without prior approval of the Chief Executive.
- (c) Interest Groups may be dissolved by the Board at any time.

## 9. Chief Executive Officer

### 9.1. Appointment

- (a) The Board may appoint a Chief Executive Officer with such designation and on such salary and conditions of service as may be determined from time to time.
- (b) The Chief Executive shall be responsible to the Board in all respects.

- (c) The Chief Executive shall appoint such other staff as may be required for the efficient conduct of the affairs of NZTech.

## 9.2. **No Appointment**

If at any time the Board has not appointed a Chief Executive, then any notice required to be given to the Chief Executive may be given to the Chair of the Board and the role allocated to the Chief Executive in these Rules shall be carried out by the Chair of the Board.

## 10. **Management**

### 10.1. **Finances**

- (a) All Fees or other charges paid by Members shall be received by the Chief Executive who shall place the sum forthwith in such bank accounts as may be from time to time nominated by the Board. Account titles shall include the words the "New Zealand Technology Industry Association Inc". Such funds are to be absolutely at the disposal of the Board to further the objects of NZTech or meet the contractual obligations for which the funds were provided.
- (b) The Board shall empower the Chief Executive or such other person as may be authorised by the Board to draw and execute cheques on the said accounts or sums payable by NZTech and authorised to be paid, but such cheques shall be signed by two signatories authorised by the Board to sign cheques.
- (c) The financial and related records of NZTech shall be kept by the Chief Executive under the supervision of the Board.

### 10.2. **Seal**

- (a) There shall be a seal of NZTech which shall contain the words "The Common Seal of the New Zealand Technology Industry Association Incorporated".
- (b) The Chief Executive shall have custody of the seal and shall affix the seal by prior approval of the Board to any documents required by law or these Rules to be under seal and every instrument to which the seal is affixed shall be signed by the Chief Executive and shall be countersigned by the Chair of the Board or in his/her absence by some other person authorised by the Board for the purpose.
- (c) The seal may be altered or renewed at any General Meeting of NZTech by a vote of not less than three-fourths of the Voting Members present.

### 10.3. **Register of Members**

The NZTech shall keep a Register of Members showing their names, last known addresses, fax numbers, phone numbers and email addresses and shall keep such Register up to date.

## 11. **Disciplinary Powers**

### 11.1. **Power of the Board**

The Board shall have the power to discipline Members, Officers of Members and Board Members.

### 11.2. **Disciplinary Conduct**

The disciplinary powers shall be exercisable where a Member, Officer or Board Member:

- (a) has contravened any rule, regulation, code of ethics or by-law of NZTech;
- (b) has brought discredit or disrepute to NZTech;
- (c) is guilty of conduct unbecoming of any Member or Board Member;
- (d) is in arrears of payment of any Fees or other charges pursuant to Rule 5.6; or
- (e) is engaged in an activity which may lead to a conflict of interest with the objects of NZTech set out at Rule 3.1.

### 11.3. **Disciplinary Penalties**

The penalties or orders which may be imposed pursuant to this Rule 11 are:

- (a) reprimand;
- (b) interim suspension order pending the hearing of any charges;
- (c) suspension;
- (d) expulsion.

### 11.4. **Disciplinary Procedure**

- (a) The Board shall give the relevant Member, Officer or Board Member not less than twenty (20) Business Days' notice of the hearing of any complaint or complaints made under Rule 11.2.
- (b) The relevant Member, Officer or Board Member may answer the complaint or complaints either in writing or in appearance before the Board. If the person wishes to appear before the Board, not less than three (3) Business Days written notice of intention to do so shall be given, together with brief details of what that person proposes to present to the Board.
- (c) The Board shall conduct the hearing informally, but so as to give each party fair opportunity to be heard.
- (d) The Board shall not be bound by any rules of evidence.
- (e) The decision of the Board shall be carried by a vote of a majority of the Board Members present and the vote thereon shall be by ballot and shall be final in all respects.

### 11.5. **Interim Suspension**

The Board may, before or during any hearing of a complaint, make an order for interim suspension when the Board is of the opinion that the complaint is sufficiently serious for that order to be made or is otherwise in the interests of NZTech or the Members.

### 11.6. **Suspension**



- (a) Upon the imposition of a penalty of suspension under Rule 11.3(b) or (c), a Member (while remaining on the Register of Members) shall not be entitled to exercise any of the rights and privileges of Membership during the period of suspension except those contained in Rule 15. Upon the expiry of the period of suspension the Member shall revert to and be entitled to exercise any rights and privileges of Membership.
- (b) Upon the imposition of a penalty of suspension under Rule 11.3(b) and (c), a Board Member (while remaining a Board Member) shall not be entitled to attend Board meetings or vote on any matter to be determined by the Board. Upon the expiry of the period of suspension the Board Member shall revert to and be entitled to exercise any rights and privileges of Board membership.

#### 11.7. **Expulsion**

- (a) Upon expulsion a Member shall pay any monies, Fees and other charges due to NZTech.
- (b) Where it has been agreed a Fee may be paid in instalments, unless the Board determines otherwise, all instalments of the Fee shall be treated as due immediately on expulsion.
- (c) Upon expulsion a Member shall be removed from the Register of Members and shall not be entitled to exercise any rights or privileges of Membership.
- (d) Any Member expelled may re-apply for Membership after the expiry of twelve (12) months from the date on which the expulsion became effective. The Board may grant or refuse the application as it thinks fit and upon such terms and conditions as the Board shall think fit.
- (e) Upon expulsion an Officer of a Member will cease to be that Member's representative and may not be nominated by any Member. Any person so expelled may apply after the expiry of twelve (12) months from the date on which the expulsion became effective to be permitted to be nominated as representative of a Member. The Board may grant or refuse the application as it thinks fit and upon such terms and conditions as the Board shall think fit.
- (f) Upon expulsion a Board Member will cease to be a Board Member under Rule 7.6(b)(v). Any person so expelled may apply after the expiry of twelve (12) months from the date on which the expulsion became effective to be permitted to be nominated for election as a Board Member.

#### 12. **Rules of NZTech**

- 12.1. Every Member shall be entitled to a copy of these Rules.

#### 13. **Amendment of Rules**

- 13.1. These Rules may be revised, repealed or amended at any General Meeting if supported by a three-fourths majority vote of the Voting Members represented.

#### 14. **Interpretation of Rules**

- 14.1. If any doubt shall arise as to the correct interpretation of these Rules, the decision of the Board shall be final and conclusive provided such decision is recorded in the minute book of NZTech.

14.2. Nothing in these Rules shall be interpreted as preventing NZTech from utilising the provisions of the Electronic Transactions Act 2002 and the Board shall be authorised to approve the use of electronic transactions as it sees fit.

14.3. A reference to “writing” shall include information recorded in electronic form if the information is readily accessible so as to be usable for subsequent reference.

## 15. **Winding Up**

15.1. NZTech may be wound up by a resolution passed if supported by a three-fourths majority vote of the Voting Members represented at a Special General Meeting called for the purpose of winding up.

15.2. Such vote shall be by ballot.

15.3. If at any time NZTech shall go into liquidation or be wound up or dissolved, the person or persons appointed as liquidator or to manage such winding up or dissolution shall hold the net proceeds arising from the sale and realisation of the property of NZTech, after payment of the debts, liabilities and engagements of NZTech and of the Board and all costs, charges and expenses connected with such realisation, liquidation, winding up and dissolution, (**Actual Net Proceeds**) upon trust to dispose of the same to that not for profit entity or those not for profit entities as the person or persons appointed may select provided that the entity or those entities have as a principal purpose activity consistent with the objects of NZTech set out at Rule 3.1.

## Appendix 1 - Membership Categories

<b>Membership Category</b>	<b>Membership Category Criteria</b>
Corporate - Major	A business with more than \$75 million of New Zealand-generated revenue.
Corporate - Large	A business with greater than \$50 million and up to (and including) \$75 million of New Zealand-generated revenue.
Corporate - Medium	A business with greater than \$20 million and up to (and including) \$50 million of New Zealand-generated revenue.
Corporate - Small	A business with greater than \$5 million and up to (and including) \$20 million of New Zealand-generated revenue.
Business - Small	A business with greater than \$1 million and up to (and including) \$5 million of New Zealand-generated revenue.
Business - Micro	A business with \$1 million or less of New Zealand-generated revenue.
Start-up	A business that has: <ul style="list-style-type: none"> <li>• been incorporated for less than 3 years;</li> <li>• has less than \$1 million of New Zealand-generated revenue; and</li> <li>• is a New Zealand owned business.</li> </ul>
Government Agency - Large	Large Government agency.
Government Agency - Small	Small to medium Government agency.
Education - University	A Registered University.
Education - Polytechnic & other	A Registered Polytechnic or an education institute which is a Non-Registered University or other education provider.
Communities of Interest (COIs) and Incubators	Industry organisation
Individual	A person not representing a business entity.
Community	A Member that has joined a Community established in accordance with Rule 8 as it relates to Communities.

## Appendix 2 – Groups

Name of Group	Members that are part of the Group
Corporate Major Group	Corporate - Major
Other Corporate Tiers Group	Corporate - Large Corporate - Medium Corporate - Small
Business Group	Business - Small Business - Micro Start-up
Government/Education Group	Government Agency - Large Government Agency - Small Education - University Education - Polytechnic & other
Individuals Group	Individual
Affiliate Group	Communities of Interest (COIs) and Incubators
Communities Group	Members of Communities