

AFFILIATION AGREEMENT
(for Australian Incorporated FPMT centers)
Jan 31st 2008

This Affiliation Agreement is made on *January 2nd* 2013,

between Foundation For The Preservation Of The Mahayana Tradition, Inc., a Californian non-profit religious corporation ("FPMT Inc."),

and Tara Centre for Wisdom Culture Inc., a Victorian incorporated association with registered office at 3 Mavis Avenue, East Brighton 3187, Victoria, Australia, (the Affiliate").

RECITALS

- FPMT Inc. is the hub of an international affiliation of organizations and individuals devoted to the transmission of the Mahayana Buddhist tradition and values worldwide through teaching, meditation, and community service.
- FPMT Inc., and its the Affiliates provide integrated education through which people's minds and hearts can be transformed to express their highest potential for the benefit of others, inspired by an attitude of universal responsibility.
- FPMT Inc. and its Affiliates are committed to creating harmonious environments and helping all beings develop their full potential of infinite wisdom and compassion. FPMT Inc. and its Affiliates are based on the Buddhist tradition of Lama Tsongkhapa of Tibet, as taught by Lama Thubten Yeshe and Lama Thubten Zopa Rinpoche.
- FPMT Inc., is exempt from federal income tax under United States Law (Section 501(c)(3) of the Internal Revenue Code and corresponding provisions of state law), as an association of churches, and is not classified as a private foundation by virtue of its church status under federal tax law.
- the Affiliate acknowledges and follows the spiritual direction of Lama Thubten Zopa Rinpoche, the Spiritual Director of FPMT Inc., and his successors, as named in accordance with the bylaws of FPMT Inc., and the Affiliate adheres to educational teachings and programs approved by FPMT Inc.

The purposes of this Agreement are the following:

- For FPMT Inc. to grant a charter to Affiliate, authorizing Affiliate to be organized and operated as an affiliate of FPMT Inc., with all the benefits, powers, and duties pertaining to affiliate status.
- To describe the nature and extent of FPMT Inc.'s supervision and control over the affairs and activities of the Affiliate, and provide for the Affiliate's complete independence and autonomy in those matters not specified in this Agreement.

- To limit the liability of FPMT Inc., or its other Affiliates for obligations created or harms caused by the Affiliate's actions or operations.
- To set forth a process for the continuation, modification, suspension, or termination of the Affiliate as an Affiliate of FPMT Inc.
- To grant permission to the Affiliate to use certain trademarks and other intellectual properties belonging to FPMT Inc.; to grant special access to the Affiliate to the teachers and services of FPMT and FPMT Inc.; and to regulate the Affiliate's representations concerning its affiliation with FPMT and FPMT Inc., to the public at large.

AGREEMENT

In consideration of the mutual promises and covenants stated here, the parties agree as follows:

1. Charter.

Upon the Affiliate's execution of this Agreement and compliance by the Affiliate with the terms of this Agreement to the reasonable satisfaction of FPMT Inc., FPMT Inc. shall deliver or cause to be delivered to the Affiliate a charter, evidencing the Affiliate's status as an affiliate of FPMT Inc., which charter shall be subject to later revocation by FPMT Inc., under this agreement.

2. Governance.

The governance of the Affiliate shall be as set forth in its rules, a copy of which is attached as Appendix A, provide that any amendment to those rules must be approved by FPMT Inc.

The Affiliate's executive committee shall be free to manage the Affiliate's affairs in the best interests of the Affiliate without interference by FPMT Inc., except as expressly provided in this Agreement.

3. Approval of Centre Director.

If at the time this agreement is entered, one or more individuals are serving as the Affiliate's Centre Director, ("Centre Director"), FPMT Inc., hereby approves the Centre Director of the Affiliate who is in place as of the effective date of this Agreement. While this Agreement remains in effect, FPMT Inc. shall have the right to approve the Affiliate's selection of any successor Centre Director, or to withdraw its approval of the sitting Centre Director or any successor.

Any approval of a proposed successor Centre Director, or withdrawal of approval of a sitting or successor Centre Director by FPMT Inc. pursuant to this section shall be in writing signed on behalf of FPMT Inc. by an authorized officer and delivered to the Affiliate in accordance with the provisions of this agreement. FPMT Inc.'s decision,

in its sole discretion, not to approve of any Centre Director at any time shall constitute cause for termination under Section 15.A. of this Agreement.

4. Coordination Among the Affiliates.

The Affiliate agrees to consider collaborative projects with one or more other the Affiliates of FPMT Inc.

5. Grant of Licenses.

During the period of this Agreement, FPMT Inc. grants to the Affiliate a nonexclusive, non-transferable right to use certain trade-names, trademarks, service marks, abbreviations, symbols, logos, designs, letterheads, and/or copyrighted materials of FPMT Inc. (listed in Exhibit B and hereinafter referred to as the "licensed materials"), subject to the terms, conditions, and covenants contained in this Agreement.

The Affiliate shall not permit any other person or entity to use the licensed materials without prior written authorization from FPMT Inc. FPMT Inc., reserves all rights to the licensed materials except as specifically permitted to the Affiliate herein, and FPMT Inc., may exercise such reserved rights at any time. The parties further agree that:

A. Ownership of Licensed Materials.

FPMT Inc., is the rightful owner of the licensed materials, and the use of the licensed materials by the Affiliate pursuant to this Agreement shall not vest in the Affiliate any title, right, interest, or presumptive right to continue such use, other than as provided by this Agreement. The Affiliate shall do nothing inconsistent with FPMT Inc.'s ownership of the licensed materials. All use of the licensed materials by the Affiliate shall inure to the benefit of FPMT Inc., and the Affiliate shall assist FPMT Inc., if and as requested, in recording this Agreement with appropriate government authorities. The Affiliate shall not jeopardize or imperil the validity of FPMT Inc.'s ownership of the licensed materials nor impair the value of the licensed materials.

B. Quality Standards.

The nature and quality of all services rendered, materials sold or distributed, and advertising or information disseminated by the Affiliate in connection with the licensed materials shall be subject to such standards and controls as FPMT Inc., may set from time to time.

C. Quality Control.

The Affiliate shall cooperate with FPMT Inc., to facilitate the control contemplated by this Section 4, permit reasonable inspection by FPMT Inc., of the Affiliate's operations, including the Affiliate's books, records, and teaching materials, and supply FPMT Inc., with specimens of use of the licensed materials prior to the initial use and thereafter upon request. All initial uses of a licensed material shall be subject to the prior written approval of FPMT Inc. The Affiliate shall comply

with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution, and advertising of materials and services covered by this Agreement.

D. Form of Use.

The Affiliate shall use the licensed materials only in the form and manner and with appropriate legends as prescribed from time to time by FPMT Inc., and shall not use any other trademark or service mark in combination with the licensed materials without prior written approval of FPMT Inc.

E. Infringement Proceedings.

The Affiliate shall notify FPMT Inc., of any unauthorized use of the licensed materials by others promptly if and when such use shall come to the Affiliate's attention. FPMT Inc., shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the licensed materials.

F. Affiliate Materials.

The Affiliate shall own any pre-existing or new items of intellectual property created by the Affiliate, but may only use licensed materials in connection with the Affiliate materials under the terms of this Section 4.

6. Affiliate's Reporting Obligation.

For the duration of this Agreement, the Affiliate shall provide the following to FPMT Inc.:

- (i) within 60 days after the end of each fiscal year, a brief narrative description of the progress and results of the Affiliate for that year, including a detailed description of the activities of the Affiliate during that year;
- (ii) within 30 days after the end of each fiscal year, the aggregate annual budget of the Affiliate for the next year;
- (iii) within three months after the end of each fiscal year, financial statements – audited, if available, including an income statement and a balance sheet, for and as of the end of the preceding year, including a report of the revenues and receipts of the Affiliate, the sources of such revenues and receipts, and the expenses of and disbursements made by the Affiliate.

7. Fiscal Year.

The Affiliate has adopted or shall adopt its fiscal year as ending June 30 each year.

8. Affiliate Access to FPMT Inc., Teachers and Services.

The Affiliate is entitled to the following benefits by virtue of its affiliation with FPMT Inc.:

- (i) The guidance of the Spiritual Director of FPMT Inc.;
- (ii) Permission to use the licensed materials;
- (iii) Assistance from FPMT Inc.-approved teachers;
- (iv) Assistance from various departments and facilities affiliated with FPMT Inc., including participation in FPMT Inc. coordinated training programs, the Council for the Preservation of the Mahayana Tradition, and assistance from regional and national FPMT Inc. coordinators;
- (v) Listing in Mandala magazine as an “FPMT Centre”; and
- (vi) Eligibility to receive the assets of other the Affiliates of FPMT Inc., in the event that such other the Affiliates dissolve, cease to operate, or cease to be Affiliated with FPMT Inc.

9. Adherence to FPMT Inc.’s Affiliate Policies and Procedures.

The Board of Directors of FPMT Inc. may promulgate and modify from time to time such policies and procedures applicable to its Affiliates and their relationship to FPMT Inc. as the Board of Directors of FPMT Inc. deems to be in the best interests of FPMT Inc. and its Affiliated group. FPMT Inc. shall provide the Affiliate with such policies and procedures from time to time. The Affiliate shall adhere to and be bound by them as updated from time to time by FPMT Inc. to the reasonable satisfaction of FPMT Inc., as a condition of continued affiliation with FPMT Inc. Such policies and procedures may include:

- (i) all applicable provisions of the FPMT Handbook;
- (ii) all applicable provisions of the FPMT Grievance Procedures;
- (iii) all applicable provisions of the FPMT Ethical Policy;
- (iv) all applicable provisions of the FPMT Standard Programs, with regard to the Affiliate’s teaching activities.
- (v) FPMT Inc.’s “Four Criteria” for operation as an FPMT Center, namely:
 - a) Affiliate shall have a management committee (which may be its Board of Directors) that meets, on average, at least once per month;
 - b) Affiliate shall, at least four times per year, direct a written

communication to all members of the community active in Affiliate's operations, including students and/or clients;

(c) Affiliate shall maintain a clear written statement of Affiliate's aims, a plan to achieve these aims, and procedures for implementing and monitoring Affiliate's progress toward doing so; and

(d) Affiliate shall adhere to generally-accepted accounting principles applicable to non-profit entities.

10. Employees.

Except as provided in Section 3 above, the Affiliate will be solely responsible for hiring, compensating, supervising, disciplining, and discharging its own employees.

11. Fundraising.

FPMT Inc. and the Affiliate each shall be entitled to conduct fundraising, including the solicitation of pledges, contributions, grants, and bequests, in the separate name of that party only.

In the event that one of the parties receives funds intended for the other party, such funds shall be promptly transferred to the other party.

Any and each joint fundraising effort by the parties shall be the subject of and governed by a separate joint fundraising agreement.

FPMT Inc. shall have no obligation under this Agreement to conduct any fundraising efforts for any or all of its Affiliates.

12. Title to Assets.

Title to all of the Affiliate's assets shall be held by the Affiliate alone, unless otherwise approved in advance in writing by FPMT Inc.

13. Limited Liability of FPMT Inc.

Nothing in this Agreement shall constitute the naming of the Affiliate as an agent or legal representative of FPMT Inc., for any purpose whatsoever.

This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and the Affiliate shall make no such representation to anyone.

The Affiliate is not an arm, agent, or integral part of FPMT Inc., and FPMT Inc., shall not be involved in the day-to-day affairs of the Affiliate.

The Affiliate shall take all reasonable measures to ensure that all third parties with which it has dealings know that it is a separate legal entity from FPMT Inc., and that FPMT Inc. is not liable for the debts of the Affiliate by virtue of this affiliation.

14. Maintenance of Non-profit Status.

Each party agrees to conduct its affairs in a manner so as (a) not to interfere with the other party's accomplishment of its tax-exempt religious purposes, (b) not to jeopardize its own, or the other party's, compliance with federal and state laws

governing non-profit, tax-exempt, religious organizations, and (c) not to cause any inurement or any improper private benefit to occur.

15. Term and Termination.

This Agreement shall commence on the date first written above and continue until terminated as follows:

a. With Cause.

In the event that either party fails to fulfil any material term or condition of, or otherwise breaches, this Agreement, the other party shall have the right, on written notice thereof, to terminate this Agreement, effective 15 business days after such notice, if and only if the failure or breach has not been substantially remedied within such 15-business-day period. The foregoing notwithstanding, in situations where a breach of this Agreement by the Affiliate poses, in the sole judgment of FPMT Inc., a danger of immediate harm to FPMT Inc., or any of its other the Affiliates, FPMT Inc., reserves the right to terminate this Agreement without notice, with the approval of FPMT Inc.'s Spiritual Director. Cause for termination shall include the following events, any of which shall be considered a material breach of this Agreement:

- (i) substantial change in the Affiliate's corporate purposes in a direction inconsistent with that of FPMT Inc., or the teachings of FPMT Inc.'s Spiritual Director; or
- (ii) any attempt to alienate significant assets away from the mission of FPMT Inc., and its other the Affiliates and/or the guidance of FPMT Inc.'s Spiritual Director.

b. Without Cause.

Either party may terminate this Agreement without cause at any time upon 90 days' written notice to the other.

16. Effect of Termination or Expiration.

Upon termination of this Agreement:

a. Revocation of Charter.

FPMT Inc., may, in the sole discretion of its Board of Directors, revoke the charter granted to the Affiliate pursuant to Section 1 above. Such revocation nonetheless shall obligate the Affiliate to initiate dissolution proceedings immediately under applicable state law and to pursue such proceedings diligently to conclusion, including the distribution of the Affiliate's net assets in compliance with the terms of its rules and applicable law.

b. Use of Licensed Materials.

The Affiliate shall immediately discontinue all use of the licensed materials and any materials similar thereto and surrender or destroy all printed materials containing the licensed materials. Throughout the duration of this Agreement and after the termination or expiration hereof, all rights in the licensed materials and the goodwill connected therewith shall remain the property of FPMT Inc.

c. Other Rights Extinguished.

Unless otherwise determined by FPMT Inc.'s Board, in its sole discretion, all other rights of the Affiliate under this Agreement shall be immediately extinguished, including without limitation the right to use FPMT Inc.'s teachers and services; and the right to conduct relationships with other the Affiliates of FPMT Inc. In addition, upon termination of this Agreement, the Affiliate shall no longer be listed in Mandala magazine as an FPMT Centre. On or before the termination date, the Affiliate shall surrender to FPMT Inc. all property of FPMT Inc., that is then in the possession of the Affiliate or that the Affiliate has provided to others. Except as expressly provided herein, this Agreement shall not be construed so as to give FPMT Inc. any rights to any property owned by the Affiliate.

d. Further Assurances.

The Affiliate shall cooperate with FPMT Inc., or its appointed agent with respect to any actions reasonably requested by FPMT Inc. to evidence or affirm the termination of this Agreement with any third parties.

17. Indemnification and Insurance

a. Indemnification.

The Affiliate does hereby indemnify and hold harmless FPMT Inc., its directors, officers, employees, volunteers, agents, and other the Affiliates from and against any and all rights, claims, demands, causes of action, losses, liabilities, obligations, damages, and expenses (including attorneys' fees and expenses), whether the same be now known or unknown, anticipated or unanticipated, which they may incur or be obligated to pay in any action, claim, or proceeding against them or any of them, for or by reason of any acts, whether of omission or commission, that may be committed or suffered by the Affiliate or any of its officers, directors, servants, agents, volunteers, or employees, except to the extent that such rights, claims, demands, causes of action, losses, liabilities, obligations, damages, and/or expenses arise from any act or omission of FPMT Inc., its officers, directors, employees, or agents.

The provisions of this section and the Affiliate's obligations hereunder shall survive any expiration, termination, or rescission of this Agreement. If either party becomes aware of any suit or claim against FPMT Inc. (which term includes any director, officer, employee, volunteer, agent or the Affiliate of

FPMT Inc.) covered by this Section, such party will promptly notify the other party in writing. In the event that a judgment, levy, attachment, or other seizure is entered against FPMT Inc., arising from any claim as to this indemnification as provided hereunder, the Affiliate shall promptly post the necessary bond to prevent execution against any property of FPMT Inc.

b. Insurance.

The Affiliate shall provide FPMT Inc., with evidence reasonably satisfactory to FPMT Inc., that the Affiliate's activities are covered by appropriate liability and professional insurance for itself and its agents and employees, including a minimum of ten million Australian dollars of general liability insurance, and the Affiliate shall name or caused to be named FPMT Inc., as a third-party beneficiary under all such policies of insurance.

18. Non-Waiver.

The failure of either party to enforce at any time any term, provision, or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein; and no waiver whatsoever shall be valid unless in writing, signed by the waiving party, and only to the extent therein set forth.

19. Assignment.

The rights and duties contained in this Agreement are personal in nature, and neither party shall sell, transfer, lease, or assign this Agreement or its rights, obligations, and interests hereunder, or any part hereof, by operation of law or otherwise, without the prior written consent of the other party.

20. Notices.

All approvals and notices required or permitted to be given under this Agreement shall, unless specifically provided otherwise in this Agreement, be deemed to have been given upon personal delivery or upon delivery via facsimile, email transmission; or if sent via nationally-recognized overnight courier, one day after delivery to such courier, properly addressed; or if sent via mail, four days after delivery to the U.S. Postal Service (by registered or certified mail, return receipt requested, if such service is available), postage prepaid, addressed to the party concerned at its address as set forth at the end of this Agreement (or at such other address or addresses as either party may from time to time designate by notice in writing to the other party), or as of the date shown on the receipt upon which delivery was accepted or refused, if registered or certified mail was used; or upon actual notice if sent by any other means.

21. Dispute Resolution.

If a dispute arises out of or in connection with this Agreement or the performance or breach hereof, which cannot be settled through direct discussions between the parties or by reference to the California Non-profit Religious Corporation Law as

then in effect, the parties shall submit the matter to the Spiritual Director of FPMT Inc., for binding resolution.

22. Severability.

Each provision of this Agreement shall be separately enforceable and the invalidity of one provision shall not affect the validity or enforceability of any other provision.

23. Further Assurances.

Each party agrees to take any and all further actions and to execute any and all documents reasonably believed necessary or helpful by the other party to accomplish the purposes of this Agreement.

24. Applicable Law.

Any and all performances hereunder, or breach hereof, shall be interpreted, governed, and construed pursuant to the laws of the State of California; provided, however, that to the extent any determination of adequacy of performance or existence of breach involves application or interpretation of religious doctrine or canon law, such religious doctrine or canon law shall apply.

25. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. Headings.

The headings in this Agreement are included for convenience only, and shall not be considered in construing the meaning or intent of any of the provisions of this Agreement.

27. Entire Agreement; Amendment.

This instrument contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous agreements, written or oral, thereon except as specifically provided herein. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

Rules of Tara Centre for Wisdom Culture Inc.
Registered No. A0048139U

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Part 1 Preliminary

1. Definitions

- (1) In these rules:

Centre means the FPMT Centre that has incorporated under the Act.

Committee means the Executive Committee

Registrar means the Registrar of Incorporated Associations.

Ordinary member means a member of Centre who is not an office-bearer.

Secretary means:

- (a) the person holding office under these rules as secretary of the Centre, or
- (b) if no such person holds that office – the public officer of the company.

Special general meeting means a general meeting of the Centre other than an annual general meeting.

the Act means the *Associations Incorporation Act 1981*.

the regulations means the *Associations Incorporation Regulations 1998*

FPMT Inc. means the company named FPMT Inc. and registered in California, United States of America, under the California Non-profit Religious Law, being a not-for-profit religious corporation.

FPMTA means FPMT Australia Limited A.C.N. 005 730 594 , a company limited by guarantee under the Australian Corporations Act with registered office at Building 1 Cartwright St; Windsor, QLD.

Spiritual Director means the spiritual director of FPMT Inc.

- (2) In these rules:

- (a) a reference to a function includes a reference to a power, authority and duty, and
- (b) a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty.
- (c) A reference to FPMT Inc. includes a reference to FPMTA where FPMTA has been appointed as agent for FPMT Inc.

- (3) The provisions of the *Interpretation of Legislation Act 1984* apply to and in respect of these rules in the same manner as those provisions would so apply if these rules were an instrument made under the Act.

Part 2 Membership

2. Membership qualifications

A person is qualified to be a member of the Centre if, but only if:

- a) the person is a person referred to in section 14(1) (a), (b) or (c) of the Act and has not ceased to be a member of the Centre at any time after incorporation of the Centre under the Act, or

- b) the person is a natural person:
- (i) who has been nominated for membership of the Centre as provided by rule 3, and
 - (ii) who has been approved for membership of the Centre by the Committee of the Centre.

3. Nomination for membership

- (1) A nomination of a person for membership of the Centre:
 - (a) must be made by a member of the Centre in writing in the form set out in Appendix 1 to these rules, and
 - (b) must be lodged with the secretary of the Centre.
- (2) As soon as practicable after receiving a nomination for membership, the secretary must refer the nomination to the Committee which is to determine whether to approve or to reject the nomination.
- (3) In determining whether to approve or reject the nomination, the Committee may require the nominee to enter an undertaking, written or unwritten, that demonstrates the nominee's commitment to uphold the statement of objects of the Centre.
- (4) As soon as practicable after the Committee makes that determination, the secretary must:
 - (a) notify the nominee, in writing, that the Committee approved or rejected the nomination (whichever is applicable), and
 - (b) if the Committee approved the nomination, request the nominee to pay (within the period of 28 days after receipt by the nominee of the notification) the sum payable under these rules by a member as entrance fee and annual subscription.
- (5) the secretary must, on payment by the nominee of the amounts referred to in clause (3) (b) within the period referred to in that provision, enter the nominee's name in the register of members and, on the name being so entered, the nominee becomes a member of the Centre.

4. Life membership

Life membership may be conferred by the Committee on any person, including any current member, on such conditions and with such entitlements as the Committee determines.

5. Friends of the Centre

The Committee may designate a person as a Friend of the Centre where a person does not fulfil the requirements for membership, but who, in the opinion of the Committee, are supportive of the statement of objects of the Centre.

A Friend of the Centre shall not have voting rights and not be eligible to be an office bearer or Committee member, but may be conferred such other entitlements as the Committee determines.

6. Cessation of membership

A person ceases to be a member of the Centre if the person:

- (a) dies, or
- (b) resigns membership, or
- (c) is expelled from the Centre.

7. Membership entitlements not transferable

A right, privilege or obligation which a person has by reason of being a member of the Centre:

- (a) is not capable of being transferred or transmitted to another person, and
- (b) terminates on cessation of the person's membership.

8. Resignation of membership

- a) A member of the Centre is not entitled to resign that membership except in accordance with this rule.
- b) A member of the Centre who has paid all amounts payable by the member to the Centre in respect of the member's membership may resign from membership of the Centre by first giving to the secretary written notice of at least one month (or such other period as the Committee may determine) of the member's intention to resign and, on the expiration of the period of notice, the member ceases to be a member.
- c) If a member of the Centre ceases to be a member under clause (2), and in every other case where a member ceases to hold membership, the secretary must make an appropriate entry in the register of members recording the date on which the member ceased to be a member.

9. Register of members

- a) The public officer of the Centre must establish and maintain a register of members of the Centre specifying the name and address of each person who is a member of the Centre together with the date on which the person became a member.
- b) The register of members must be kept at the principal place of administration of the Centre and must be open for inspection, free of charge, by any member of the Centre at any reasonable hour.
- c) A member of the Centre may obtain a copy of any part of the register on payment of a fee of \$1 for each page copied or, if some other amount is determined by the Committee, that other amount.

10. Fees and subscriptions

- (1) A member of the Centre, other than a life member, must, on admission to membership, pay to the Centre a fee of \$1 or, if some other amount is determined by the Committee, that other amount.
- (2) In addition to any amount payable by the member under clause (1), a member of the Centre, other than a life member, must pay to the Centre an annual membership fee as determined by the Committee:
 - (a) except as provided by paragraph (b), before 1 July in each calendar year, or
 - (b) if the member becomes a member on or after 1 July in any calendar year – on becoming a member and before 1 July in each succeeding calendar year.

11. Members' liabilities

The liability of a member of the Centre to contribute towards the payment of the debts and liabilities of the Centre or the costs, charges and expenses of the winding up of the Centre is limited to the amount, if any, unpaid by the member in respect of membership of the Centre as required by these rules.

12. Members' obligations

Members are required to observe and maintain any undertaking given by the member to the Committee when applying for membership, including a commitment to the statement of objects of the Centre.

13. Resolution of internal disputes

Disputes between members (in their capacity as members) of the Centre, and disputes between members and the Centre, are to resolved following the grievance procedures laid down by FPMT Inc from time to time and contained in FPMT manuals, handbooks and other guidelines, but if no such procedures are available or are incomplete, the procedures in the following rule shall be followed.

14. Disciplining of members

- (1) A complaint may be made to the Committee by any member that a member of the Centre:
 - a) has persistently refused or neglected to comply with a provision or provisions of these rules, or
 - b) has persistently and wilfully acted in a manner prejudicial to the interests of the Centre.
- (2) On receiving such a complaint, the Committee:
 - (a) must cause notice of the complaint to be served on the member concerned; and

- (b) must give the member at least 14 days from the time the notice is served within which to make submissions to the Committee in connection with the complaint, and
 - (c) must take into consideration any submissions made by the member in connection with the complaint.
- (3) The Committee may, by resolution, expel the member from the Centre or suspend the member from membership of the Centre if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved.
- (4) If the Committee expels or suspends a member, the secretary must, within 7 days after the action is taken, cause written notice to be given to the member of the action taken, of the reasons given by the Committee for having taken that action and of the member's right of appeal.
- (5) The expulsion or suspension does not take effect:
- (a) until the expiration of the period within which the member is entitled to appeal against the resolution concerned, or
 - (b) if within that period the member exercises the right of appeal, unless and until the Centre confirms the resolution under rule 12(5),
- whichever is the later.

15. Right of appeal of disciplined member

- (1) A member may appeal to the Centre in general meeting against a resolution of the Committee, within 7 days after notice of the resolution is served on the member, by lodging with the secretary a notice to that effect.
- (2) The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.
- (3) On receipt of a notice from a member under clause (1), the secretary must notify the Committee which is to convene a general meeting of the Centre to be held within 28 days after the date on which the secretary received the notice.
- (4) At a general meeting of the Centre convened under clause (3):
 - (a) no business other than the question of the appeal is to be transacted, and
 - (b) the Committee and the member must be given the opportunity to state their respective cases orally or in writing, or both, and
 - (c) the members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.

- (5) If at the general meeting the Centre passes a special resolution in favour of the confirmation of the resolution, the resolution is confirmed.

Part 3 The Executive Committee

16. Constitution and membership of Committee

- (1) Subject in the case of the first members of the Committee to section 23 of the Act, the Committee is to consist of:
- (a) the office-bearers of the Centre, and
 - (b) three (or as required) elected members, each of whom is to be elected at the annual general meeting of the Centre under these rules.
- (2) The office-bearers of the Centre are to be:
- (a) the director
 - (b) the spiritual program coordinator (SPC) (if required to be on the Committee),
 - (c) the treasurer,
 - (d) the secretary.
- (3) any Committee member, other than the SPC, must be a member of the Centre, and have a commitment to the statement of objects of the Centre.
- (4) the office bearers of Spiritual Program Coordinator may only be appointed by FPMT Inc following procedures laid down by FPMT Inc. The spiritual program coordinator may only be removed from office by FPMT Inc.
- (5) If the SPC is not a Committee member, FPMT Inc. may appoint one additional Committee member, who may or may not be an office bearer, and who may only be removed by FPMT Inc.
- (6) Further, if there are more than 7 Committee members, FPMT Inc. may appoint a further additional Committee member, who may or may not be an office bearer, and who may only be removed by FPMT Inc.
- (7) All office bearers and non office bearers of the Committee who are not appointed by FPMT Inc. are to be elected at the annual general meeting;
- (8) Elected Committee members are, subject to these rules, to hold office until the conclusion of the annual general meeting following the date of the member's election, but are eligible for re-election.
- (9) In the event of a casual vacancy occurring in the membership of the Committee, other than the positions of Spiritual Program Coordinator or other member appointed by FPMT Inc; the Committee may appoint a member of the Centre to fill the vacancy and the member so appointed is to hold office, subject to these

rules, until the conclusion of the annual general meeting next following the date of the appointment.

- (10) In the event of a casual vacancy occurring in the membership of the Committee of the Spiritual Program coordinator or other FPMT Inc appointee, the vacancy shall be filled by member of the Centre appointed by FPMT Inc.

17. Powers of Executive Committee

The controlling body of the Centre is to be called the executive Committee of the Centre and, subject to the Act, the Regulations and these rules:

- a) shall control and manage the affairs of the Centre in accordance with the objects of the Centre, and in particular, in accordance with the spiritual teachings and guidance of the Mahayana Buddhist tradition, as enumerated by Lama Tsong Khapa of Tibet and as taught by the Spiritual Director.
- b) may exercise all such functions as may be exercised by the Centre, other than those functions that are required in the following rules to be exercised by a general meeting of members of the Centre, or by FPMT Inc; and
- c) subject to (1) and (2) above, has power to perform all such acts and do all such things as appear to the Committee to be necessary or desirable for the proper management of the affairs of the Centre.

18. Notification of donations or Bequests

- (1) The Centre shall promptly notify FPMT Inc. of any large donations or bequests to the Centre.

19. Election of members and office bearers of Committee

- (1) Nominations of candidates for election as members or office bearers of the Committee (other than FPMT Inc. appointees):
 - (a) must be made in writing, signed by 2 members of the Centre and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination), and
 - (b) must be delivered to the secretary of the Centre at least 7 days before the date fixed for the holding of the annual general meeting at which the election is to take place.
- (2) If insufficient nominations are received to fill all vacancies on the Committee, the candidates nominated are taken to be elected and further nominations are to be received at the annual general meeting.
- (3) If insufficient further nominations are received, any vacant positions remaining on the Committee are taken to be casual vacancies.

- (4) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.
- (5) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.
- (6) The ballot for the election of office-bearers and ordinary members of the Committee is to be conducted at the annual general meeting in such usual and proper manner as the Committee may direct.

20. Centre Director

- (a) The Centre Director shall coordinate and supervise the activities of the Centre and provide leadership and guidance to the office bearers and members in accordance with the objects of the Centre.
- (b) The Centre Director is appointed by the Committee with advice from FPMT Inc.
- (c) The Centre Director must be a member of the Centre.
- (d) To qualify as a member or office bearer of the Committee, an individual must profess to be a follower of the teachings of the Spiritual Director of FPMT Inc.

21. Spiritual Program Coordinator

- a) It is the duty of the Spiritual Program Coordinator (SPC) to coordinate the spiritual program of the Centre and ensure that they are consistent with the spiritual teachings and guidance of the Spiritual Director of FPMT Inc and shall have such other powers and duties as may be prescribed by the Committee, these Rules or the FPMT handbook.
- b) The SPC may only be appointed and may only be removed by FPMT Inc.
- c) The SPC may or may not be a member of the Centre.
- d) In appointing the SPC for the Centre, FPMT Inc. may in its discretion, appoint the SPC as an office bearer of the executive Committee.

22. The Secretary

- (1) The Secretary of the Centre must, as soon as practicable after being appointed as secretary, lodge notice with the Centre of his or her address.
- (2) It is the duty of the secretary to keep minutes of:
 - (a) all appointments of office-bearers and members of the Committee,
 - (b) the names of members of the Committee present at a Committee meeting or a general meeting, and
 - (c) all proceedings at Committee meetings and general meetings.
- (3) Minutes of proceedings at a meeting must be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting.

23. Treasurer

It is the duty of the treasurer of the Centre to ensure:

- (a) that all money due to the Centre is collected and received and that all payments authorised by the Centre are made, and
- (b) that correct books and accounts are kept showing the financial affairs of the Centre, including full details of all receipts and expenditure connected with the activities of the Centre.

24. Casual vacancies

For the purposes of these rules, a casual vacancy in the office of a member of the Committee occurs if the member:

- (a) dies, or
- (b) ceases to be a member of the Centre, or
- (c) becomes an insolvent under administration within the meaning of the *Corporations Act*, or
- (d) resigns office by notice in writing given to the secretary, or
- (e) is removed from office under rule 25, or
- (f) becomes a mentally incapacitated person, or
- (g) is absent without the consent of the Committee from all meetings of the Committee held during a period of 6 months.

25. Removal of member

- (1) Except for FPMT Inc. appointed Committee members, the general meeting may by resolution remove any ordinary member of the Committee from the office of member before the expiration of the member's term of office and may by resolution appoint another person to hold office until the expiration of the term of office of the member so removed.
- (2) If an ordinary member of the Committee to whom a proposed resolution referred to in clause (1) relates makes representations in writing to the secretary or director (not exceeding a reasonable length) and requests that the representation be notified to the members of the Centre, the secretary or the director may send a copy of the representations to each member of the Centre or, if the representations are not so sent, the member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

26. Meetings and quorum

- (1) The Committee must meet at least 4 times in each period of 12 months at such place and time as the Committee may determine.
- (2) Additional meetings of the Committee may be convened by the director or by any member of the Committee.
- (3) Oral or written notice of a meeting of the Committee must be given by the secretary to each member of the Committee at least 48 hours (or such other period as may be unanimously agreed on by the members of the Committee) before the time appointed for the holding of the meeting.
- (4) Notice of a meeting given under clause (3) must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the Committee members present at the meeting unanimously agree to treat as urgent business.
- (5) Any 3 members of the Committee constitute a quorum for the transaction of the business of a meeting of the Committee.
- (6) No business is to be transacted by the Committee unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.
- (7) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.
- (8) At a meeting of the Committee:
 - (a) the director or, in the director's absence, the assistant director is to preside, or
 - (b) if the director or assistant director are absent or unwilling to act, such one of the remaining members of the Committee as may be chosen by the members present at the meeting is to preside.

27. Delegation by Committee to sub-committee

- (1) The Executive Committee may, by instrument in writing, delegate to one or more sub-committees (consisting of such members or non-members of the Centre as the Committee thinks fit) the exercise of such of the functions of the Committee as are specified in the instrument, other than:
 - (a) this power of delegation, and
 - (b) a function which is a duty imposed on the Committee by the Act or by any other law.
- (2) A function the exercise of which has been delegated to a sub-Committee under this rule may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.

- (3) A delegation under this section may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation.
- (4) Despite any delegation under this rule, the Committee may continue to exercise any function delegated.
- (5) Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this rule has the same force and effect as it would have if it had been done or suffered by the Committee.
- (6) The Committee may, by instrument in writing, revoke wholly or in part any delegation under this rule.
- (7) A sub-committee may meet and adjourn, as it thinks proper.

28. Voting and decisions of Executive Committee

- (1) Other than those matters listed in rule 18 as requiring FPMT Inc. approval, any question arising at a meeting of the Executive Committee shall be determined on a show of hands or, if demanded by a member, by a poll taken in such manner as the person presiding at the meeting may determine.
- (2) Each member present at a meeting of the Committee (including the Chair) is entitled to one vote and, in the event of an equality of votes on any question, the Chair may exercise a second or casting vote.
- (3) A resolution shall only be considered to have been passed concerning any question arising at a meeting of the Committee if an ordinary majority of votes cast at the meeting in respect of that resolution are cast in favour of it.
- (4) Subject to these rules, the Committee may act despite any vacancy on the Committee.
- (5) Other than those matters listed in these rules requiring FPMT Inc approval, any act or thing done or suffered, or purporting to have been done or suffered, by the Committee or by a sub-committee appointed by the Committee, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the Committee or sub-committee.

Part 4 General meeting

29. Annual general meetings – holding of

- (1) With the exception of the first annual general meeting of the Centre, the Centre must, at least once in each calendar year and within the period of 6 months after the expiration of each financial year of the Centre, convene an annual general meeting of its members.
- (2) The Centre must hold its first annual general meeting:

- (a) within the period of 18 months after its incorporation under the Act, and
 - (b) within the period of 6 months after the expiration of the first financial year of the Centre.
- (3) Clauses (1) and (2) have effect subject to any extension or permission granted by the Registrar under section 30(5) of the Act.

30. Annual general meetings – calling of and business at

- (1) The annual general meeting of the Centre is, subject to the Act and to these rules, to be convened on such date and at such place and time as the Committee thinks fit.
- (2) In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:
 - (a) to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting,
 - (b) to receive from the Committee reports on the activities of the Centre during the last preceding financial year,
 - (c) to elect ordinary members and office bearers of the Committee, other than those appointed by FPMT Inc.
 - (d) to receive and consider the statement which is required to be submitted to members under section 30(3) of the Act.
- (3) An annual general meeting must be specified as such in the notice convening it.

31. Special general meetings – calling of

- (1) The Committee may, whenever it thinks fit, convene a special general meeting of the Centre.
- (2) The Committee must, on the requisition in writing of at least 10 per cent of the total number of members, convene a special general meeting of the Centre.
- (3) A requisition of members for a special general meeting:
 - (a) must state the purpose or purposes of the meeting, and
 - (b) must be signed by the members making the requisition, and
 - (c) must be lodged with the secretary, and
 - (d) may consist of several documents in a similar form, each signed by one or more of the members making the requisition.
- (4) If the Committee fails to convene a special general meeting to be held within 1 month after that date on which a requisition of members for the meeting is lodged with the secretary, any one or more of the members who made the requisition may convene a special general meeting to be held not later than 3 months after that date.

- (5) A special general meeting convened by a member or members as referred to in clause (4) must be convened as nearly as is practicable in the same manner as general meetings are convened by the Committee and any member who consequently incurs expenses is entitled to be reimbursed by the Centre for any expense so incurred.

32. Notice

- (1) Except if the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the Centre, the secretary must, at least 14 days before the date fixed for the holding of the general meeting, give a notice to each member specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
- (2) If the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the Centre, the secretary must, at least 21 days before the date fixed for the holding of the general meeting, cause notice to be given to each member specifying, in addition to the matter required under clause (1), the intention to propose the resolution as a special resolution.
- (3) No business other than that specified in the notice convening a general meeting is to be transacted at the meeting except, in the case of an annual general meeting, business which may be transacted under rule 25.
- (4) A member desiring to bring any business before a general meeting may give notice in writing of that business to the secretary who must include that business in the next notice calling a general meeting given after receipt of the notice from the member.

33. Procedure

- (1) No item of business is to be transacted at a general meeting unless a quorum of members entitled under these rules to vote is present during the time the meeting is considering that item.
- (2) Five members present in person (being members entitled under these rules to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting.
- (3) If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:
 - (a) if convened on the requisition of members, is to be dissolved, and
 - (b) in any other case, is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.

- (4) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present (being at least 3) is to constitute a quorum.

34. Presiding member - chairperson

- (1) The director or, in the director's absence, the assistant director, is to preside as chairperson at each general meeting of the Centre.
- (2) If the director and the assistant director are absent or unwilling to act, the members present must elect one of their number to preside as chairperson at the meeting.

35. Adjournment

- (1) The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- (2) If a general meeting is adjourned for 14 days or more, the secretary must give written or oral notice of the adjourned meeting to each member stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- (3) Except as provided in clauses (1) and (2), notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

36. Making of decisions

- (1) A question arising at a general meeting of the Centre is to be determined on a show of hands and, unless before or on the declaration of the show of hands a poll is demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the Centre, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- (2) At a general meeting of the Centre, a poll may be demanded by the chairperson or by at least 3 members present in person or by proxy at the meeting.
- (3) If a poll is demanded at a general meeting, the poll must be taken;
- (a) immediately in the case of a poll which relates to the election of the chairperson of the meeting or to the question of an adjournment, or
- (b) in any other case, in such manner and at such time before the close of the meeting as the chairperson directs,
- and the resolution of the poll on the matter is taken to be the resolution of the meeting on that matter.

37. Special resolution

A resolution of the Centre is a special resolution:

- (a) if it is passed by a majority which comprises at least three-quarters of such members of the Centre as, being entitled under these rules so to do, vote in person or by proxy at a general meeting of which at least 21 days' written notice specifying the intention to propose the resolution as a special resolution was given in accordance with these rules, or
- (b) where it is made to appear to the Director-General that it is not practicable for the resolution to be passed in the manner specified in paragraph (a) if the resolution is passed in a manner specified by the Registrar.

38. Voting

- (1) On any question arising at a general meeting of the Centre a member has one vote only.
- (2) All votes must be given personally or by proxy but no member may hold more than 5 proxies.
- (3) In the case of an equality of votes on a question at a general meeting, the chairperson of the meeting is entitled to exercise a second or casting vote.
- (4) A member or proxy is not entitled to vote at any general meeting of the Centre unless all money due and payable by the member or proxy to the Centre has been paid, other than the amount of the annual subscription payable in respect of the then current year.

39. Appointment of proxies

- (1) Each member is to be entitled to appoint another member as proxy by notice given to the secretary no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.
- (2) The notice appointing the proxy is to be in the form set out in Appendix 2 to these rules.

Part 5 Miscellaneous

40. Insurance

- (1) The Centre must effect and maintain any insurance required under the Act, or if there is no legal requirement for the Centre to maintain insurance, shall effect and maintain such insurance as is required from time to time by FPMT Inc.
- (2) In addition to the insurance required under clause (1), the Centre may effect and maintain other insurance.

41. Funds – source

- (1) The funds of the Centre are to be derived from course fees, annual subscriptions of members, donations, fundraising activities and such other sources as the Committee determines.
- (2) All money received by the Centre must be deposited as soon as practicable and without deduction to the credit of the Centre's bank account.
- (3) The Centre must, as soon as practicable after receiving any money, issue an appropriate receipt.

42. Property and Funds – not for personal profit and management

- (1) The funds and all property of the Centre are to be used only in ways that are consistent with the objects of the Centre, as set out in these rules, and no portion of it is to be paid or transferred directly or indirectly by way of profit to members. This does not prevent the payment in good faith:
 - a) of remuneration to any office bearers or servants of the company, including the Centre Director and any executive director (if appointed) in return for any services rendered to the Centre, if such payment is approved by the executive committee;
 - b) of remuneration to any member in return to for any services rendered to the Centre, if such payment is approved by the executive committee;
 - c) for goods supplied in the ordinary and usual course of business;
 - d) of interest at a reasonable rate on money borrowed from any member;
 - e) of reasonable and proper rent for premises leased or licensed by member to the Centre;
- (2) Subject to any direction given by FPMT Inc., the Committee may make decisions to apply the assets of the Centre in pursuance of the objects of the Centre in such as way as the Committee determines.
- (3) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any 2 members of the Committee or employees of the Centre, being members or employees authorised to do so by the Committee.
- (4) Where a Gift Fund (School Building Fund or other) has been established with Deductible Gift Recipient endorsement by the Australian Tax Office, the administration of the Gift Fund will be as detailed in the Statement of Objects of the Fund as set out in Appendix 5

43. Alteration of objects and rules

The statement of objects and these rules may be altered, rescinded or added to only by the members in general meeting, and always subject to the approval of FPMT Inc.

44. Common seal

- (1) The common seal of the Centre must be kept in the custody of the public officer.
- (2) The common seal must not be affixed to any instrument except by the authority of the Committee and the affixing of the common seal must be attested by the signatures either of 2 members of the Committee or of 1 member of the Committee and of the public officer or secretary.

45. Custody of books

Except as otherwise provided by these rules, the public officer must keep in his or her custody or under his or her control all records, books and other documents relating to the Centre.

46. Inspection of books

The records, books and other documents of the Centre must be open to inspection, free of charge, by a member of the Centre at any reasonable hour.

47. Service of notices

- (1) For the purpose of these rules, a notice may be served on or given to a person:
 - (a) by delivering it to the person personally, or
 - (b) by sending it by pre-paid post to the address of the person, or
 - (c) by sending it by facsimile transmission or some other form of electronic transmission to an address specified by the person for giving or serving the notice.
- (2) for the purpose of these rules, a notice is taken, unless the contrary is proved, to have been given or served:
 - (a) in the case of a notice given or served personally, on the date on which it is received by the addressee, and
 - (b) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post, and
 - (c) in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent, or if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

48. Distribution of Assets on Dissolution

If upon winding up or dissolution of the Centre under Part VIII of the Act, there remains, after satisfaction of all its debts and liabilities, any property whatsoever, these shall not be distributed to the members of the Centre, but, after consultation with FPMT Inc., must be given or transferred to another FPMT entity, fund or institution having objects

or purposes similar to the Centre, and which has an approved Gift Fund (School Building Fund or other) with Deductible Gift Recipient endorsement by the Australian Tax Office under s.78(4) Income Tax Assessment Act.

Part 6 Association with FPMT Inc. and Affiliation Agreement

49. Affiliation Agreement

After incorporation, as an affiliate of FPMT Inc; the Centre shall enter into an Affiliation Agreement with FPMT Inc. when required, and on such conditions are required by FPMT Inc.

50. Adherence to FPMT Inc. policy

The Centre shall comply with policies and procedures laid down from time to time by FPMT Inc. The policies and procedures may include the FPMT Handbook, FPMT Handbook, FPMT Grievance Procedures, FPMT Ethical Policy and FPMT Standard Education Programs.

51. Licensed Materials

As an affiliate of FPMT Inc. the Centre has a non-exclusive, non-transferable right to use certain trademarks, names, abbreviations, symbols, logos, designs, letterheads and copyrighted material of FPMT Inc; subject to any conditions contained in the affiliation agreement, or elsewhere. The Centre shall not permit any other person or entity to use the licensed materials without prior approval of FPMT Inc.

52. Reporting Obligation to FPMT Inc.

The Centre shall provide the following to FPMT Inc; -

- (a) Within 60 days of the end of the financial year, a summary of the activities of the Centre during that year;
- (b) Within 30 days of the end of the financial year, the annual budget for the Centre for the next year;
- (c) Within 3 months of the end of the financial year, financial statements, audited if available, including an income statement, balance sheet for the previous year, sources of revenue, and outgoings.

Appendix 1

APPLICATION FOR MEMBERSHIP OF CENTRE

Tara Centre for Wisdom Culture Incorporated (incorporated under the *Associations Incorporation Act 1981*).

I,.....
(full name of applicant)

of.....
(address)

.....hereby apply to become a
(occupation)
member of the abovenamed incorporated Centre. In the event of my admission as a member, I agree to be bound by the rules of the Centre, including its statement of objects, for the time being in force.

.....
Signature of applicant

Date.....

I,..... a member for the Centre,
(full name)

nominate the applicant, who is personally known to me, for membership of the Centre.

.....
Signature of proposer

Date.....

I,..... a member for the Centre,
(full name)

second the nomination of the applicant, who is personally known to me, for membership of the Centre.

.....
Signature of seconder

Date.....

Appendix 2

FORM OF APPOINTMENT OF PROXY

I,.....of
(full name) *(address)*

being a member of Tara Centre for Wisdom Culture Incorporated

hereby appoint of
(full name of proxy) *(address)*

being a member of that incorporated Centre, as my proxy to vote for me on my behalf at the general meeting of the Centre (annual general meeting or special general meeting, as the case may be) to be held on the

.....day of.....
(month and year)

and at any adjournment of that meeting.

* My proxy is authorised to vote in favour of/against (delete as appropriate) the resolution (insert details).

* to be inserted if desired.

.....
Signature of member appointing proxy

Date.....

NOTE: A proxy vote may not be given to a person who is not a member of the Centre.

Appendix 3

OBJECTS OF THE INCORPORATED ASSOCIATION

Tara Centre for Wisdom Culture Incorporated

Statement of Objects

Tara Centre for Wisdom Culture Inc. (hereafter called the Centre), is dedicated to:-

- the transmission of Tibetan Buddhism within a western context through the promotion of study and dissemination of Buddhist teachings, emphasising the teachings of the Gelukpa school of Tibetan Buddhism, and
- the preservation of Tibetan Buddhist philosophy, psychology, logic, metaphysics, art, sacred dance, sacred music, crafts and skills, and Tibetan medicine.

The Centre is affiliated with FPMT Inc.

FPMT Inc is the hub of an international affiliation of organisations and individuals devoted to the transmission of the Mahayana Buddhist tradition and values worldwide through teaching, meditation and community service.

FPMT Inc. and its affiliates, including the Centre, provide integrated education through which people's minds and hearts can be transformed to express their highest potential for the benefit of others, inspired by an attitude of universal responsibility.

FPMT Inc. and its affiliates are based on the Buddhist tradition of Lama Tsong Khapa of Tibet, as taught by Lama Thubten Yeshe and Lama Thubten Zopa Rinpoche.

The Centre is a non profit association and all income and property of the Centre must be applied to the promotion of its objects. No portion of property or income is to be paid or transferred directly or indirectly by way of profit to members.

Appendix 4

(for use where the Centre has a school building fund with Deductible Gift Recipient (DGR) status granted by the ATO).

Rules for the Tara Centre for Wisdom Culture School Building Fund

1. Full name of the Fund

Tara Centre for Wisdom Culture School Building Fund.

2. Objects

The objects of the School Building Fund are:

- (a) To exclusively assist with the acquisition, construction or maintenance of building/s and fixture/s of the school buildings used by the Centre;
- (b) "Acquisition" also extends to the liquidation of debt incurred in the purchase of the building;
- (c) To receive, acquire and hold gifts, donations and legacies and devices for the advancement of the School Building Fund.

3. Management

The affairs of the School Building Fund shall be managed by a controlling Committee consisting of not less than 3 persons each of whom must be a responsible person as defined in paragraph 21 of TR 95/27.

All members of the fund's controlling Committee are also financial members of the Centre.

A casual vacancy occurs in the office of a controlling Committee and that office becomes vacant if the Committee member –

- (a) dies;
- (b) resigns by notice in writing delivered to the Convenor
- (c) is convicted of an offence under the Associations Incorporation Act;
- (d) is permanently incapacitated by mental or physical ill-health;
- (e) is absent from more than 3 consecutive Committee meetings of which he or she has received notice without tendering an apology to the person presiding at each of those Committee meetings.

4. Independence

The Fund will be controlled independently of all other activities of the Centre.

5. Powers

Solely for the purpose of carrying out the aforesaid objects and not otherwise, the controlling Committee has the following powers:

- (a) To invest and deal with the money of the Fund not immediately required in such a manner as may be permitted by law for the investment of such funds.
- (b) To take any gift or property, whether subject to any special trust or not, for any one or more objects of the Fund.

- (c) To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purposes of procuring contributions to the Fund in the form of donations or otherwise, as approved by the Centre
- (d) To invite members of the public as well as members and friends of the Centre and members of the business community to donate to the Fund
- (e) To conduct a variety of fund raising activities and where joint appeals are conducted by the Centre, in all cases it will be clearly specified whether donations are for the Fund or for other purposes.
- (e) To print and publish any newsletters, periodicals, books or leaflets that the Committee may think desirable for the promotion of the objects of the Fund.

The Controlling Committee must inform the Deputy Commissioner of Taxation by notice in writing of any proposed variation or variations to this document and obtain the Deputy Commissioner of Taxation's written approval

6. Non-profit clause

The income and property of the Fund however derived, shall be applied exclusively towards the promotion of the objects of the Fund as set forth in these Rules and no portion thereof shall be paid or distributed, directly or indirectly by way of dividend, bonus or otherwise to the members of the Centre of Controlling Committee.

Nothing herein contained shall prevent the payment in good faith of bona fide remuneration to any officers or servants of the Association in return for services actually rendered to the Fund or for goods supplied in the ordinary and usual course of business as an arm's length transaction.

7. Dissolution

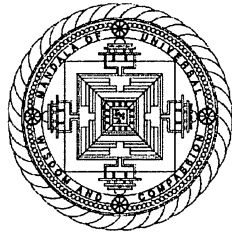
If on the dissolution of the Fund, any assets of the Fund which remain after satisfaction of all its debts and liabilities and the costs, charges and expenses of the dissolution, that asset shall be transferred to another approved Fund held by any other FPMT Centre or activity with similar purposes and any such fund must be endorsed as a Deductible Gift Recipient pursuant to the requirements of the Commonwealth Income Tax Assessment Act 1997.

EXHIBIT B

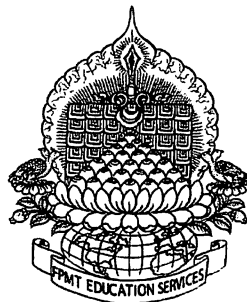
Licensed Materials

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FPMT
Wisdom Energy
Wisdom Culture
Foundation for Developing Compassion and Wisdom
International Mahayana Institute
Mandala (magazine)

Trademarks:



Mandala of universal wisdom and compassion logo



Education Department logo

Teaching Materials:

Meditation 101
Buddhism in a Nutshell
Discovering Buddhism
Foundation of Buddhist Thought
Living in the Path
FPMT Basic Program
FPMT Masters Program
Essential Buddhist Prayers

Administrative Materials: FPMT Handbook
Ethical Policy and Grievance Procedures
Study Group Start-Up Kit
Template for Articles of Incorporation
Template for Center Bylaws
Affiliation Agreement
A Practical Guide of Skilful Means

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth opposite the respective signatures below, effective as of the day and year first written above.

**FOUNDATION FOR THE PRESERVATION
OF THE MAHAYANA TRADITION, INC.
1632 SE 11th Ave
Portland, Oregon 97214, USA**

Dated: 2 January, 2013

By: P. Ludwig-Kosulin

Secretary of the Board of FPMT
Inc

**TARA CENTRE FOR WISDOM
CULTURE INC.
3 Mavis Avenue,
East Brighton 3187
Victoria, Australia**

Dated: 7th December, 2012

By: J. Mayne
Judy Mayne

LIST OF EXHIBITS

- Exhibit A -- Rules of Incorporation of the Affiliate
- Exhibit B -- Licensed Materials

EXHIBIT A

[the Affiliate's rules of incorporation]

[to be attached here]