



A DIVISION OF THE ROBOTICS AUSTRALIA GROUP

# Robotics Australia Network

## Network Rules

Document approved by the Robotics Australia Group Board of Directors on 18 August 2023

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# 1 Preliminary

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## 1.1 Relationship

- (a) The Robotics Australia Network (**RAN**) operates under Robotics Australia Group Limited (**Company**), ABN: 45 641 189 568.
- (b) During the continuance of RAN, the relationship between the Parties is that of business service provision and will not constitute a partnership, trust or agency relationship for any purpose unless expressly provided otherwise.
- (c) No Party will, unless otherwise expressly provided, have any authority to act for or to assume any obligation or responsibility on behalf of any other Party except by express agreement between the Parties concerned.
- (d) The rights, duties, obligations and liabilities of the Parties under these Network Rules are several and not joint or joint and several.

## 1.2 Paramountcy

- (a) The Constitution is to be consistent with and read together with these Network Rules subject to the *Corporations Act 2001* (Cth). If there is any inconsistency between these Network Rules and the Constitution, it is the intention of the Parties that the provisions of the Constitution prevail.
- (b) If any inconsistency exists between the provisions of these Network Rules and the Constitution, the Company's Board of Directors (**Board**) must take all reasonable steps to amend the Network Rules or Constitution to remove the inconsistency.
- (c) Each of the Parties will use reasonable efforts to do or cause to be made or done all acts, events, matters and things within its power or control to ensure that:
  - (i) the terms of these Network Rules are carried out and given full effect; and
  - (ii) the Company complies with its obligations under these Network Rules and all other prevailing statutory requirements.

## 1.3 Term

- (a) Unless otherwise agreed by the Parties, these Network Rules will commence operation on the Commencement Date and will remain in force until the earlier of:
  - (i) the cessation of RAN under clause 11;
  - (ii) the Company is wound up by law.

## 1.4 Definitions

- (a) The words and phrases used in these Network Rules have the meanings set out at Schedule 1 – Definitions and interpretation.

## 1.5 Interpretation

- (a) In the interpretation of these Network Rules the rules set out at Schedule 1 – Definitions and interpretation apply.

## 2 Objectives

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### 2.1 Objectives

The objectives of RAN are to:

- (a) increase the understanding, application and use of robotics across the Australian economy;
- (b) provide unified representation of the Australian robotics industry;
- (c) influence and support collaboration between research institutions and industry to rapidly commercialise intellectual property and technology developed in Australia;
- (d) support industry sectors to engage with the application of robotics and use it to improve safety and productivity of Australian industries;
- (e) engage the community and lead cultural change by fostering the acceptance and use of robotics and by demonstrating the benefits of robotics and the Australian robotics industry;
- (f) define and communicate the employment story that is enabled through a thriving robotics industry;
- (g) support research, education and knowledge dissemination in relation to the application and use of robotics in Australia;
- (h) create, develop and support industry collaborations and facilitate improved access to infrastructure and funding channels to grow and expand the Australian robotics industry; and
- (i) consolidate, align, unify and coordinate current fragmented activities and interests around robotics in Australia and build a sense of community.

### 2.2 Network Activities

The Objectives will be effected through activities including but not limited to:

- (a) managing the operations of RAN, ensuring it is supported by a financially sustainable business model and is fully funded through a mix of:
  - (i) Government funding;
  - (ii) Grants;
  - (iii) Membership fees;
  - (iv) Sponsorships;
  - (v) Advertising;
  - (vi) Sales of Member Services and Events;
  - (vii) In kind contributions and volunteers to support various activities; and
  - (viii) Other revenue-generating activities as may be appropriate from time to time;
- (b) promoting RAN and its objectives throughout the robotics industry, government and affiliated sectors both within Australia and internationally;

- (c) identifying potential new Network Members to grow the quality and depth of the membership base;
- (d) actively engaging with the membership base to encourage collaboration and commercial partnerships;
- (e) identifying and delivering Member Services that enhance the value derived from being a Network Member;
- (f) hosting events to encourage networking, knowledge sharing, skills development and collaboration between Network Members and with external parties;
- (g) constituting the Robotics Council to provide strategic advice for the management of RAN and recommendations to influence the strategic activities of the Company; and
- (h) constituting relevant project-specific Working Groups to manage activities or provide recommendations.

### **3 Network Membership Categories**

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The categories of RAN membership are:

#### **3.1 Foundation Corporate Sponsor**

- (a) An individual, company or government-related entity that is invited by the Company to assist with the establishment and ongoing success of RAN is eligible to be a Foundation Corporate Sponsor in accordance with the agreement made at the time of membership.
- (b) In these Network Rules, the term Network Member is intended to include Foundation Corporate Sponsors.

#### **3.2 Network Member**

- (a) An individual, company or government-related entity that:
  - (i) creates robotics-related technologies;
  - (ii) provides integration services to robotics-related technologies;
  - (iii) adopts or uses robotics-related technologies;
  - (iv) engages in academic or research activities for robotics-related technologies;
  - (v) engages in education or teaching activities for robotics-related technologies;
  - or
  - (vi) has an interest in supporting the robotics industry in Australia,is eligible to be a Network Member.

### **4 Membership Application, Entitlements and Undertakings**

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#### **4.1 Application to become a Network Member**

- (a) An application to become a Network Member must be submitted in the manner prescribed on the Company's website (**Website**).
- (b) In order to be admitted to RAN as a Network Member, the applicant must;
  - (i) pay the relevant Annual Membership Fee;
  - (ii) agree to participate in accordance with these Network Rules; and
  - (iii) agree to abide by the Code of Conduct.

## **4.2 Network Member entitlements**

- (a) Network Members are entitled to:
  - (i) send one (1) representative to Annual Network Meetings;
  - (ii) nominate one (1) representative to be eligible for appointment on the Robotics Council Selection Committee;
  - (iii) nominate one (1) candidate to be eligible for appointment on any RAN Working Group/s, unless prior authorisation is granted by the Board allowing the Network Member to nominate multiple candidates;
  - (iv) access RAN Member Services;
  - (v) access online RAN resources; and
  - (vi) receive RAN newsletters.

## **4.3 Undertakings of Network Members**

- (a) Each Network Member must:
  - (i) diligently support or conduct the Network Activities in pursuit of the Objectives and observe and perform its obligations set out in these Network Rules;
  - (ii) promote RAN and its Network Activities and encourage others to join and participate;
  - (iii) not unreasonably delay any action, approval, direction, determination or decision which is required of it under these Network Rules; and
  - (iv) ensure that its employees, agents, officers and other representatives involved in any way with RAN or the Network Activities, give full force and effect to and honour the terms of these Network Rules.

## **4.4 Change of circumstances, withdrawal or suspension**

- (a) If a Network Member's circumstances change or the RAN Operational Team becomes aware that the Network Member has provided false information about their circumstances:
  - (i) the Network Member may be changed to another tier of membership pricing;
  - (ii) no refund or additional payment will be required in relation to any Annual Membership Fee already paid; and
  - (iii) if the Network Member refuses to pay the Annual Membership Fee relevant to their circumstances, clause 4.4(c) will apply.
- (b) A Network Member may withdraw from RAN by giving written Notice under clause 12.11 and no refund will be made in relation to any Annual Membership Fee already paid.
- (c) A Network Member ceases to be a member of RAN if the Network Member fails to pay the full amount of the relevant Annual Membership Fee by the due date for payment, and where such failure is not remedied within 30 days or such other reasonable time agreed with the RAN Operational Team.

No refund will be made in relation to any Annual Membership Fee already paid.

- (d) The Board may suspend membership if a Network Member fails to comply with the undertakings required under clause 4.3.

## **5 Fees**

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### **5.1 Initial Membership Fee and renewal**

- (a) Upon application for membership, the new Network Member will be charged in advance for the first year of membership based on the Annual Membership Fee for the relevant category and tier of membership, current at the time of application.
- (b) The Initial Membership Fee is for a 12 month membership and the renewal due date for payment will be the same date each subsequent year (1 March if application was initiated on 29 February).

### **5.2 Annual Membership Fee**

- (a) Each Network Member must pay to the Company its Annual Membership Fee on or before its renewal date in the manner prescribed on the Website.
- (b) An electronic tax receipt will be issued upon payment.
- (c) An Annual Membership Fee is payable by each Network Member and:
  - (i) fees applicable to each category and tier of membership are outlined on the Website;
  - (ii) fees will be reviewed annually with a recommendation being made by the Robotics Council for determination by the Board;
  - (iii) any change to fees determined by the Board will be implemented after a period of 90 days, starting on the first day of the month following the expiration of the 90 day period;
  - (iv) a Network Member will have the opportunity to renew their membership early to avoid any anticipated rise in fees; and
- (d) In kind contributions will not be accepted as payment of Annual Membership Fees unless otherwise agreed by the Chief Executive Officer of the Company (**CEO**) or the Board.

### **5.3 Failure to pay Membership Fees**

- (a) If Membership Fees are not paid by the Network Member's renewal due date for payment the Network Member ceases to be a Member.
- (b) If Membership Fees are not paid by the Network Member's renewal due date for payment and the Network Member or its representative is on the Robotics Council or one or more RAN Working Group/s, then:
  - (i) the Network Member or its representative may not vote at any meeting of the Robotics Council or RAN Working Group/s unless and until the Annual Membership Fee has been paid in full; and
  - (ii) if the Network Member fails to pay the Annual Membership Fee within 30 days of the due date for payment, then any position/s held on the Robotics Council and/or RAN Working Group/s will be deemed to have been vacated under clause 7.7(b)(i).



#### **5.4 Member Services and other fees**

- (a) Fees for any Member Services or other items requisitioned must be paid in the manner prescribed upon submission of the order, on the invoice or during the online purchase process.
- (b) Member Services or other items requisitioned may not be delivered if payment is not made by the due date for payment.
- (c) Late payment fees may apply if payment for Member Services or other items is not received by the due date for payment as advised during the order or purchase process.

#### **5.5 Payment processing fees**

- (a) Payments made online will attract a processing fee as advised during the order or purchase process.
- (b) Payments made from an international account will attract currency conversion and international transactions fees.

#### **5.6 Currency**

- (a) All fees are quoted in Australian Dollars and attract GST under clause 12.10.

### **6 The Role of the Company**

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#### **6.1 Responsibilities of the Company**

- (a) The Company, under direction from the CEO and oversight by the Board, will govern, operate, manage and administer RAN in accordance with these Network Rules and the Constitution, including:
  - (i) overseeing and participating in the Network Activities in pursuit of the Objectives;
  - (ii) approving, monitoring and, if required, initiating protocols or procedures for the development, management and implementation of Network Activities;
  - (iii) approving Network Activities to be undertaken and monitoring progress of Network Activities being undertaken;
  - (iv) establishing and overseeing the operation of the Robotics Council;
  - (v) providing the budgeted allocation of resources to be used by RAN Working Groups for Network Activities and projects;
  - (vi) preparing and approving the Annual Report, the Network Strategic Plan, the Annual Budget and the Projected Budget for the conduct of the Network Activities;
  - (vii) determining and implementing procedures for sourcing and accepting contributions, grants and money generally to be applied towards conducting the Network Activities;
  - (viii) administering the financial and auditing requirements of RAN; and

- (ix) carrying out such other necessary and incidental functions:
  - A. as are ascribed to the Company under these Network Rules; or
  - B. that the Network Members may request that the Company undertake in pursuit of the Objectives; or
  - C. that may be desirable for the proper functioning of RAN; or
  - D. to enable the Objectives to be met.
- (b) The Company will provide strategic thought-leadership and:
  - (i) lead the development of an aspirational national robotics strategy that clearly measures and demonstrates the benefits of Australia having sovereign capability in the development of robotics and robotics-related technology and talent;
  - (ii) identify the size and dimensions of the robotics industry within Australia through undertaking sensing and data collection to measure the current economic impact of the Australian robotics industry and its growth trajectory;
  - (iii) influence the development of national policies and strategies to support and grow the Australian robotics industry;
  - (iv) develop strategic priorities aimed at identifying and exploiting competitive advantages present in the Australian robotics industry;
  - (v) establish and operate Robotics Clusters to facilitate the growth of a sustainable and internationally competitive national robotics industry that will design, build, deploy and service advanced robotic systems for domestic and international markets;
  - (vi) promote and facilitate research and research collaborations on key issues facing the Australian robotics industry;
  - (vii) cultivate international linkages and collaborations to access skills and expertise to solve problems and support the Australian robotics industry;
  - (viii) drive the uptake of robotic technology and accelerate the growth of an advanced manufacturing and technology industry in Australia;
  - (ix) lead the region in setting ethical, legal, regulatory and standards frameworks;
  - (x) promote a positive narrative about robotics and address barriers to acceptance of new robotics technologies; and
  - (xi) encourage educational opportunities to equip all Australians, from school-age to mature-age, with the skills required for the fourth and fifth industrial revolutions.

## **6.2 Delegation of Authority**

- (a) The Board may delegate any of the functions required of it under these Network Rules in accordance with its powers of delegation under the Constitution.

## **7 Robotics Council**

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### **7.1 Establishing the Robotics Council**

- (a) The Board will appoint an Interim Selection Committee to assist in filling vacancies on the Robotics Council up until the second Annual Network Meeting following the Commencement Date.
- (b) The Interim Selection Committee will:
  - (i) consist of two (2) current Directors of the Company;
  - (ii) seek applications from the public to fill the initial vacancies on the Robotics Council;
  - (iii) review the applications submitted and conduct interviews to determine the most suitable applicants to fill the vacant positions;
  - (iv) when making recommendations to the Board on appointments, take account of where possible:
    - A. the need for a gender balance on the Robotics Council;
    - B. the need for other diversity on the Robotics Council including indigeneity, age and geographic location; and
    - C. determine the most suitable nominees to fill the vacant positions and recommend to the Board up to four (4) applicants who would be suitable to be appointed to each vacant position.
- (c) The Board (in its absolute discretion) will make appointments to fill vacancies on the Robotics Council and, where it is unable to fill a position in accordance with clause 7.2(a), will appoint such persons as it deems appropriate.
- (d) The Board will conduct a review of the composition of the Robotics Council at least 90 days prior to the second Annual Network Meeting following the Commencement Date, to provide advice to the Selection Committee regarding the effectiveness of the composition.

### **7.2 Composition and quorum**

- (a) The Robotics Council will comprise not less than five (5) nor more than twelve (12) Members and will consist of:
  - (i) the CEO;
  - (ii) the chairperson of the Board or a nominated Director;
  - (iii) up to four (4) General Managers of any Robotics Clusters established by the Company;
  - (iv) up to three (3) Network Members; and
  - (v) up to three (3) Independent Members.
- (b) A quorum of the Robotics Council is at least one half of the Robotics Council Members and no fewer than three (3) being present at the meeting either in person, by videoconference, by telephone or other means of instantaneous communication.

### **7.3 Eligibility and nominations**

- (a) To be eligible to nominate for appointment on the Robotics Council the candidate must be approved as a nominee by the Selection Committee.
- (b) A call for nominations will identify the skills required to fill the vacancy.
- (c) A Network Member may only nominate a candidate for appointment on the Robotics Council if the Network Member has paid all Annual Membership Fees then due and owing.
- (d) A Network Member may nominate a candidate for appointment on the Robotics Council in the manner prescribed on the Website:
  - (i) stating the name of the nominee;
  - (ii) confirming that the nominee consents to the nomination;
  - (iii) signed by the nominating Network Member and the nominee; and
  - (iv) including a statement of the relevant skills, qualifications and experience the nominee would bring to the position.
- (e) A candidate may nominate herself or himself for appointment as an Independent Member in the manner prescribed on the Website:
  - (i) stating the name of the candidate; and
  - (ii) including a statement of the relevant skills, qualifications and experience the nominee would bring to the appointment.

### **7.4 Appointment of Robotics Council Members and Robotics Council Chairperson**

- (a) All appointments to the Robotics Council will be made by resolution of the Board.
- (b) At the second Annual Network Meeting following the Commencement Date, and all subsequent Annual Network Meetings, the person chairing the meeting must declare any vacancies on the Robotics Council, including the role of Robotics Council Chairperson.
- (c) The Board (in its absolute discretion) will make appointments to the Robotics Council, and the Board may either:
  - (i) appoint one of the approved nominees to each vacancy; or
  - (ii) refuse to fill one or more of the vacancies with the recommended nominees and refer the matter back to the Selection Committee for further consideration and recommendation.
- (d) If the matter is referred back to the Selection Committee under clause 7.4(c)(i), the Selection Committee may recommend to the Board an alternative nominee, from amongst those previously considered, to fill the vacancy.
- (e) A casual vacancy will be declared, and may be filled by the Board under clause 7.8, if under clause 7.4(d):
  - (i) the Selection Committee is unable or unwilling to make a recommendation; or
  - (ii) the Board is unwilling to appoint the alternative nominee put forward by the Selection Committee.

- (f) The Board (in its absolute discretion) will appoint a Robotics Council Member to fill the role of chairperson of the Robotics Council (**Robotics Council Chairperson**), and:
  - (i) the term of appointment under clause 7.6(b) applies;
  - (ii) the incumbent Robotics Council Chairperson may be reappointed; and
  - (iii) a retiring Robotics Council Chairperson may continue on the Robotics Council as a Robotics Council Member.
- (g) The person chairing the Annual Network Meeting must announce:
  - (i) the appointment/s made by the Board for each Robotics Council vacancy declared under clause 7.4(b), including the role of Robotics Council Chairperson;
  - (ii) any vacancies referred back to the Selection Committee under clause 7.4(c)(ii); and
  - (iii) any positions declared a casual vacancy by the Board under clause 7.4(e).

## **7.5 Role of the Robotics Council**

- (a) The Robotics Council will perform the functions required of it under these Network Rules and will provide advice and recommendations to the Board on the major issues relating to the operation of RAN, including the:
  - (i) development of the Network Strategic Plan, the Annual Budget and the Projected Budget;
  - (ii) use of the resources available for Network Activities for projects taking into account the:
    - A. Objectives;
    - B. Network Strategic Plan;
    - C. outcomes of the Annual Network Meeting; and
    - D. agreed outcomes of the projects.
  - (iii) appointment of the Robotics Council Members, Robotics Council Chairperson and Network Member representatives on the Selection Committee;
  - (iv) assessment of the Annual Reports, including Financial Statements;
  - (v) establishment of policies and governance frameworks;
  - (vi) development of strategies to promote Network Activities, Member Services and other member benefits to attract and retain Network Members;
  - (vii) development of appropriate and timely linkage and consultation processes with Network Members to receive advice and counsel regarding member expectations;
  - (viii) provision of appropriate mechanisms and opportunities for Network Members to ask questions, contribute feedback and raise concerns; and
  - (ix) such other issues as requested by the Board.
- (b) The Robotics Council will provide support to RAN Working Groups by:
  - (i) reviewing recommendations made by RAN Working Groups;

- (ii) providing feedback, guidance and advice to RAN Working Group Members; and
  - (iii) making recommendations to the Board based on recommendations provided by RAN Working Groups.
- (c) The Robotics Council may be required to advise the Board in arbitration related to breaches of the Code of Conduct or other Network Member disputes under clause 12.5.
- (d) Subject to its obligations under these Network Rules and the Constitution, the Board (in its absolute discretion) may reject or accept the advice and recommendations of the Robotics Council.

## **7.6 Term of appointment**

- (a) A Member of the Robotics Council is appointed:
  - (i) until a vacancy is declared at the second Annual Network Meeting after the appointment; or
  - (ii) if appointed under clause 7.8, until the appointment is declared vacant at the next Annual Network Meeting after the appointment; and
  - (iii) may serve a maximum of two (2) consecutive terms on the Robotics Council, after which he or she cannot nominate for the Robotics Council for a period of two (2) years.
- (b) The Robotics Council Chairperson is appointed until the role is declared vacant at the next Annual Network Meeting after the appointment.
- (c) The Board (in its absolute discretion) may terminate an appointment to the Robotics Council, in which case the position:
  - (i) will immediately be declared a casual vacancy;
  - (ii) may be filled by the Board under clause 7.8; and
  - (iii) will be declared vacant at the next Annual Network Meeting.
- (d) The Board (in its absolute discretion) may terminate an appointment to the role of Robotics Council Chairperson and appoint another Robotics Council Member to fill the role.

## **7.7 Vacating a position**

- (a) A position on the Robotics Council or RAN Working Group may be vacated by the incumbent by written Notice of resignation under clause 12.11.
- (b) A position on the Robotics Council or RAN Working Group will be deemed to have been vacated if the incumbent:
  - (i) breaches these Network Rules and fails to remedy such breach within thirty (30) days;
  - (ii) fails to resolve to the satisfaction of the Board a conflict of interest;
  - (iii) fails to meet the meeting attendance requirements outlined in the relevant Terms of Reference; or
  - (iv) otherwise becomes ineligible to remain in the position.

## **7.8 Filling casual vacancies**

- (a) The Board (in its absolute discretion) may make appointments to fill casual vacancies on the Robotics Council.
- (b) When making appointments to fill casual vacancies under clause 7.8(a), the Board may bypass the requirement for the Selection Committee to approve nominees.
- (c) The term of appointment under clause 7.6(a)(ii) applies to appointments made by the Board to fill casual vacancies under clause 7.8(a).
- (d) Subject to clause 7.2(b), the Robotics Council may continue to act despite any vacancies.

## **7.9 Selection Committee**

- (a) The Board will appoint a Selection Committee to consider the suitability of candidates nominated for appointment to the Robotics Council.
- (b) The Selection Committee will consist of:
  - (i) two (2) current Directors of the Board;
  - (ii) two (2) Network Member representatives put forward by the Robotics Council; and
  - (iii) such other persons as the Board determines.
- (c) The Selection Committee will be responsible for:
  - (i) issuing a Notice under clause 12.11 to call for nominations at least 60 days prior to the second Annual Network Meeting following the Commencement Date, and all subsequent Annual Network Meetings;
  - (ii) seeking nominations from Network Members and independent candidates to fill expected vacancies;
  - (iii) reviewing the nominations submitted and conducting interviews as necessary to determine the most suitable nominee/s;
  - (iv) recommending up to four (4) nominees who would be suitable to be appointed to each vacancy.
- (d) When recommending nominees, the Selection Committee will take account of the need for:
  - (i) gender balance on the Robotics Council; and
  - (ii) other diversity on the Robotics Council including indigeneity, age and geographic location.
- (e) Subject to approval from the Board to incur costs related to recruitment activities, the Selection Committee may delegate its functions under clause 7.9(c)(iii) to a professional director recruitment agency or RAN Working Group.

## 8 Meetings and Forums

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### 8.1 Conduct of meetings

- (a) All meetings must be conducted in a proper manner consistent with these Network Rules, the RAN Code of Conduct and the Company's Governance Charter.

### 8.2 Annual Network Meeting

- (a) Once each Financial Year, the Company must convene a meeting open to all Network Members (**Annual Network Meeting**).
- (b) The purpose of the Annual Network Meeting is to:
  - (i) report to the Network Members on the Network Activities undertaken in the previous Financial Year (**Annual Report**); and
  - (ii) discuss potential future Network Activities.

### 8.3 Feedback forums

- (a) The Company will facilitate discussion and interaction between the Network Members, the Robotics Council and the Board through the establishment of permanent and/or ad hoc working groups, roundtables and other forums.

### 8.4 RAN Working Groups

- (a) The Board (in its absolute discretion) or the CEO may establish a working group for a particular purpose (**RAN Working Group**), the details of which will be set out in a Terms of Reference.
- (b) The Robotics Council may make recommendations to the Board about establishing, or making appointments to, RAN Working Groups.
- (c) A RAN Working Group will be constituted in a form appropriate to the purpose for which it has been established, and may be:
  - (i) a standing group;
  - (ii) time-delimited; or
  - (iii) project or outcome specific.
- (d) The administrative arrangements for each RAN Working Group, including its Terms of Reference, must be approved by the CEO.
- (e) The Board (in its absolute discretion) or the CEO may dissolve a RAN Working Group by giving Notice to its members, under clause 12.11, outlining the reason/s for dissolution.

### 8.5 Networking forums

- (a) The RAN Operational Team will facilitate opportunities for Network Members to meet and get to know each other.

### 8.6 Compliance with the Competition and Consumer Act

- (a) The Board is fully committed to complying with its legal obligations, including the requirements of the *Competition and Consumer Act 2010* (Cth), and promoting compliance by its Network Members. No RAN meeting will discuss matters affecting competition between its members or between members and third parties.



## 9 Planning and Budgets

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### 9.1 Annual planning

- (a) For each Financial Year during the operation of RAN, the Company must prepare a:
  - (i) Network Strategic Plan;
  - (ii) Annual Budget; and
  - (iii) Projected Budget.
- (b) At least two (2) months before the end of each Financial Year following the Commencement Date, the CEO, or other such resource assigned by the Company, must prepare drafts of the Network Strategic Plan, the Annual Budget and the Projected Budget and seek input from the Robotics Council before submission to the Board for approval.
- (c) In considering and approving the draft Network Strategic Plan, Annual Budget and Projected Budget, the Board must take into account the Objectives and the advice and recommendations received from the Robotics Council, but is not required to follow that advice.

### 9.2 Executing on planned activities

- (a) The Company must operate RAN in accordance with the Network Strategic Plan and the Annual Budget.
- (b) The Company will:
  - (i) advise the Robotics Council of any changes to the Network Strategic Plan; and
  - (ii) make available to the Network Members a copy of the current Network Strategic Plan.

## 10 Financial Management and Reporting

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### 10.1 Expenditure of funds

- (a) The Annual Membership Fees and other funding will only be used by the Company for the purpose of pursuing the Objectives, which may include the operating expenses of the Company, and in accordance with the Network Strategic Plan and these Network Rules.
- (b) The Company must expend the Annual Membership Fees and other funding only in accordance with the Annual Budget unless otherwise approved by the Board.

### 10.2 Financial reporting

- (a) The Company must keep proper financial records and accounts in accordance with *Australian Accounting Standards* and, without limiting its obligations under the *Corporations Act 2001* (Cth), must, within three (3) months of the end of each Financial Year, prepare the Financial Statements of the Company, including:
  - (i) the income and expenditure of the Company during the Financial Year;
  - (ii) its assets and liabilities as at the end of the Financial Year; and
  - (iii) a cash flow statement.

- (b) The Company must, within four (4) months after the end of each Financial Year, provide a written report to Network Members (**Annual Report**) on the Network Activities conducted in the previous Financial Year, including information regarding:
  - (i) progress in relation to the Network Strategic Plan;
  - (ii) achievements that are material to the fulfilment of the Objectives; and
  - (iii) a copy of the Financial Statements of the Company.

### **10.3 Network Member input**

- (a) Network Members must provide information and such other assistance and cooperation as reasonably requested by the Company to enable the preparation of the reports required under these Network Rules.
- (b) The reports prepared for Network Members under clause 10.2(b) may be sent to Network Members under clause 12.11 or by providing Network Members with access to view a version published on the Website.

## **11 Cessation of RAN**

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### **11.1 Grounds for cessation**

- (a) The Company may cease operating RAN if:
  - (i) a Special Resolution is passed at a general meeting of Network Members to cease operating RAN;
  - (ii) only one (1) Network Member remains;
  - (iii) RAN is declared by an independent auditor to be financially unsustainable and:
    - A. the Company is unable to resolve the problem by implementing an alternate business and/or revenue model;
    - B. additional funding or revenue sources are unable to be secured; and
    - C. the Company is unable to transfer ownership to a party willing to continue RAN operations; or
  - (iv) the Objectives no longer align with the Company's strategic direction and:
    - A. the Company is unable to transfer ownership to a party willing to continue RAN operations; and
    - B. a Special Resolution of the Board is passed to cease operating RAN.

### **11.2 Obligations of the Parties**

- (a) Cessation of RAN for any reason is without prejudice to the continuing enforceability of any rights or obligations of the Parties accrued at the date of cessation.
- (b) Cessation of RAN does not relieve a Party from its obligations under any extant project agreement or related subcontract.
- (c) Cessation of RAN does not relieve the Parties of the obligations imposed on them under this clause 11.2 and clauses 12.1, 12.2, 12.3, 12.4 and 12.5.

## 12 General Provisions

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### 12.1 Confidential Information

- (a) Subject to clause 12.1(c), each Party agrees to keep confidential, and not disclose to any person, the Confidential Information of another Party disclosed to it or which becomes known to it through the conduct of the Network Activities.
- (b) Each Party must use reasonable efforts:
  - (i) to ensure that the Party and the Party's officers, employees, agents, students, consultants, advisers and contractors who participate in the Network Activities or acquire access to Confidential Information, comply with the obligations of confidentiality and use as if parties to these Network Rules; and
  - (ii) to minimise the risks of disclosure of Confidential Information by any of its officers, employees, agents, students, consultants, advisers or contractors who cease to be employed or contracted by the Party, and to ensure they continue to be bound by such obligations of confidentiality.
- (c) Each Party may:
  - (i) use Confidential Information of another Party only for the purposes of the Network Activities;
  - (ii) disclose Confidential Information to another Party as reasonable required to carry out the Network Activities and meet its obligations under these Network Rules;
  - (iii) disclose Confidential Information to its:
    - A. employees, agents, consultants, contractors and students;
    - B. directors and officers; and
    - C. legal, financial and other professional advisers,who have a need to know for the purposes of the Network Activities (and only to the extent that each has a need to know), provided that the disclosure is made subject to an obligation of confidentiality on the same terms as this clause 12.1; and
  - (iv) disclose Confidential Information to the extent required by law, subject to giving prior notification to the Party whose Confidential Information is required to be disclosed.
- (d) The obligations of confidentiality imposed on a Party under this clause 12.1 survive cessation of RAN or the suspension, withdrawal or cessation of a Network Member from RAN until such time as the Confidential Information is no longer confidential.

### 12.2 Publications and Public Announcements

- (a) The Board will determine guidelines for the making of publications, public disclosures and public announcements relating to the Network Activities. The guidelines will recognise the desire of Network Members to publicise their participation in RAN, to protect their interests and reputations, and to comply with the obligations of confidentiality set out in clause 12.1.
- (b) The Parties will comply with the guidelines developed by the Board under clause 12.2(a).

- (c) The Parties acknowledge and agree that the responsibility for public announcements in relation to Network Activities vests in the Company.
- (d) A Party (other than the Company) must not make any publications, public disclosures or public announcements on behalf of the Company or in relation to these Network Rules or the Network Activities outside of the guidelines established by the Board without first obtaining the approval of the CEO.

### **12.3 Insurance**

- (a) Each Network Member will effect and maintain such insurance policies that the Network Member considers appropriate in respect of its participation in RAN and the performance of its obligations under these Network Rules for the duration of its membership and for a reasonable run-off period thereafter.
- (b) The Company will effect such insurances as determined by the Board to cover its role in relation to RAN and the performance of its obligations under these Network Rules, including public liability insurance, professional indemnity insurance and directors' and officers' liability insurance.
- (c) This clause 12.3 survives the cessation of RAN or the suspension, withdrawal or cessation of a Network Member from RAN.

### **12.4 Mutual Indemnities**

- (a) Each Party (the indemnitor) hereby releases and indemnifies and agrees to keep released and indemnified the other Parties and their respective directors, officers, employees, agents and representatives (the indemnitee) from and against any and all Loss howsoever arising that the indemnitee may suffer, incur or sustain as a result of:

- (i) any breach of these Network Rules by the indemnitor; or
- (ii) any unlawful or negligent act or omission by the indemnitor or any of its directors, officers, employees, agents or representatives in relation to the Network Activities or RAN.

provided that the release and indemnity given by the indemnitor will be reduced proportionately to the extent that:

- (iii) any breach of these Network Rules by the indemnitee; or
- (iv) any unlawful or negligent act or omission by the indemnitee in relation to the Network Activities or RAN.

may have contributed to any such Loss.

- (b) The indemnities contained in clause 12.4(a) are absolute and unconditional and unaffected by anything which otherwise might have the effect of prejudicing, releasing, discharging or affecting in any other way the Liability of the party giving the indemnity.
- (c) This clause 12.4 survives the cessation of RAN or the suspension, withdrawal or cessation of a Network Member from RAN.

### **12.5 Settlement of Disputes**

- (a) If a dispute arises between the Parties (**Dispute**), the Parties agree to negotiate in good faith to resolve the Dispute, including participating in any dispute resolution process or protocols established by a resolution of the Board, in consultation with the Robotics Council.

- (b) If the Dispute has not been resolved by negotiation within thirty (30) days using the processes or protocols referred to in clause 12.5(a), then any Party to the Dispute may refer the Dispute to mediation and will do so before initiating proceedings in a court to resolve the Dispute.
- (c) A Dispute that is referred to mediation will be referred to *Resolution Institute* and will be conducted in Brisbane, Queensland in accordance with *Resolution Institute* mediation and conciliation rules.
- (d) If the Dispute has not been resolved within forty (40) days of referral to *Resolution Institute* any Party to the Dispute may initiate proceedings in a court.
- (e) Nothing in this clause prevents a Party from seeking interlocutory relief through courts of appropriate jurisdiction.

## **12.6 Force Majeure**

- (a) No Party will be liable in any circumstances for any failure to perform its obligations under these Network Rules where such failure is due to any cause beyond the Party's reasonable control, including war, refusal of any necessary consent to licence, government export controls, other government acts, industrial dispute, lock out, fire, explosions, transport delays or act of a third party or loss or damage to any equipment.
- (b) Each Party must use all reasonable efforts:
  - (i) to comply with the Party's obligations under these Network Rules despite the intervention or occurrence of any such Force Majeure;
  - (ii) to cure the Force Majeure; and
  - (iii) as soon as the Force Majeure ceases to have effect on performance of the Party's obligations under these Network Rules, resume compliance with those obligations.

## **12.7 Waiver**

- (a) A waiver by a Party of any rights arising from a breach or non-observance by any other Party of a term of these Network Rules does not waive any rights arising from any subsequent continuation of that breach or non-observance, or any further or other breach or non-observance of the same or any other term of these Network Rules.

## **12.8 Conflicts of Interest**

- (a) The phrase "conflict of interest" in this clause 12.8 means a conflict of interest that is likely to interfere with or restrict the ability of the Network Member or its representative to either meet its obligations under these Network Rules or, to carry out the Network Activities it is involved in, fairly and independently.
- (b) Each Network Member warrants to the other Network Members that to the best of its actual knowledge and belief as at the date that Network Member joined RAN, it has no conflict of interest.
- (c) If a Network Member, or its representative, appointed to the Robotics Council or a RAN Working Group, subsequently has a conflict of interest, this conflict must be disclosed to the Company and all reasonable efforts to remove the conflict undertaken.

## **12.9 Amendment of Network Rules**

- (a) These Network Rules may be amended only by a Special Resolution of the Board.

## **12.10 Goods and Services Tax**

- (a) When any consideration (whether expressed in money or otherwise) becomes due in respect of a Taxable Supply, the supplier will provide the recipient of the Supply with a Tax Invoice and any other documentation required under the GST Law.
- (b) If GST is applicable to a Supply made under these Network Rules, then, to the extent that the consideration for the relevant Supply is not stated to include an amount in respect of GST, the supplier may increase the consideration by the applicable amount of GST and the recipient of the Supply will pay that increased amount.
- (c) If the GST on a Taxable Supply is varied because of a change in legislation, the consideration payable under these Network Rules will be increased or decreased to reflect the variation of the GST.
- (d) For the purposes of this clause 12.10, GST, GST Law, Input Tax Credit, Supply, Tax Invoice and Taxable Supply have the meanings attributed to those terms in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## **12.11 Notices**

- (a) Any notice, request, consent or other communication in connection with the Network Rules must be in writing and must be:
  - (i) left at the physical address of the addressee; or
  - (ii) sent by prepaid ordinary post (airmail if posted to or from a place outside Australia); or
  - (iii) sent by email transmission;using the physical or email address of the addressee:
  - A. specified on the Website, if the addressee is the Company; or
  - B. specified in the Network Member's application for membership, if the addressee is a Network Member; or
  - C. if the addressee has given written Notice of an alternative physical or email address, then to that address.
- (a) A notice, request, consent or other communication takes effect from the time it is received unless a later time is specified in it.
- (b) A notification of a change of physical or email address is not effective until:
  - (i) in the case of the Company, the Company notifies all Network Members; and
  - (ii) in the case of a Network Member, the Network Member notifies the Company.
- (c) A letter or email is taken to be received:
  - (i) in the case of a posted letter, on the seventh (or fourteenth, if posted to or from a place outside Australia) day after posting; or
  - (ii) if sent by email transmission, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (Cth).

## Schedule 1 – Definitions and Interpretation

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### Definitions

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Annual Budget</b>            | means the annual budget for the conduct of the Network Activities prepared and approved under clause 9.1(a).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Annual Membership Fee</b>    | means the membership fee payable by a Network Member under clause 5.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Annual Network Meeting</b>   | means the annual meeting of Network Members under clause 8.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Annual Report</b>            | means the annual report to be provided by the Company to the Network Members under clause 10.2(b).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Board</b>                    | means the board of Directors of the Company.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Business Day</b>             | means any day other than Saturdays, Sundays and public holidays in Brisbane, Queensland, Australia.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>CEO</b>                      | means the chief executive officer of the Company.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Commencement Date</b>        | means the date these Network Rules are approved by the Board.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Company</b>                  | means Robotics Australia Group Limited, ABN: 45 641 189 568.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Confidential Information</b> | <p>means all information which is:</p> <ul style="list-style-type: none"><li>(a) by its nature confidential;</li><li>(b) indicated by one of the Parties to be confidential; or</li><li>(c) reasonably likely to be of a confidential nature,</li></ul> <p>including:</p> <ul style="list-style-type: none"><li>(d) technical, strategic or commercial information of a Party;</li><li>(e) information concerning Intellectual Property of a Party;</li><li>(f) information the disclosure of which could prejudice the registration, Commercialisation or value of Intellectual Property;</li></ul> <p>and</p> <ul style="list-style-type: none"><li>(g) all trade secrets and all financial accounting, marketing and any other information belonging to, used by or relating to any Party in the conduct of its business operations,</li></ul> <p>but excluding:</p> <ul style="list-style-type: none"><li>(h) the interpretation, analysis and application of general information in the public domain;</li><li>(i) information that, before disclosure, is in the public domain or in published literature or after disclosure becomes part of the public domain or is published other than as a result of a breach of these Network Rules;</li><li>(j) information that is received by the recipient of the Confidential Information under these Network Rules (Recipient) from a third party without any obligation to hold in confidence and which has not been obtained by that third party directly or indirectly from the person disclosing it under these Network Rules (Discloser);</li></ul> |

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                              | (k) information that is independently developed by an employee or officer engaged by the Recipient while having no knowledge of the Discloser's Confidential Information; or<br>(l) information the Discloser has identified in writing to the Recipient as being released from the obligation of confidentiality.                                                                                                                                                                                                                                                                                                        |
| <b>Constitution</b>          | means the constitution of the Company.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Director</b>              | means a director of the Company.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Dispute</b>               | means a material disagreement between two or more Parties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Statements</b>  | means the financial statements to be prepared by the Company under clause 10.2(a).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Financial Year</b>        | means a period of twelve (12) months beginning on 1 July and ending on 30 June.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Force Majeure</b>         | means an event described in clause 12.6.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Governance Charter</b>    | means the document that sets out the procedural and policy framework within which the Board, management, Robotics Council and Working Groups are to operate, and articulates the respective roles and responsibilities for governing the Company and RAN.                                                                                                                                                                                                                                                                                                                                                                 |
| <b>GST</b>                   | has the meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Independent Member</b>    | means a person who is not an employee of the Company or a Network Member and who is free of any business or other relationship with the Company or a Network Member that could materially interfere with, or could reasonably be perceived to materially interfere with, the independent exercise of her or his judgement and who is appointed to the Robotics Council under clause 7.4(a).                                                                                                                                                                                                                               |
| <b>Intellectual Property</b> | includes all copyright, all rights in relation to inventions (including patents), registered and unregistered trademarks (including service marks), registered designs, plant breeders rights, circuit layouts, database rights, Confidential Information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and all other rights with respect to intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967 but does not include moral rights or the rights of performers. |
| <b>Liability</b>             | means any liability, whether actual or contingent, present or future, quantified or unquantified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Loss</b>                  | means any liability, loss, harm, damage, cost or expense (including reasonable legal fees on a full indemnity basis) but excludes special, indirect or consequential loss or damages (including loss of income or profits and loss of expectation of income or profits).                                                                                                                                                                                                                                                                                                                                                  |



|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Member Services</b>                  | Means the products or services provided to Network Members as part of their membership benefits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Network Activities</b>               | means the activities of RAN undertaken by the Parties under these Network Rules to fulfil the Objectives, including but not limited to those set out in clause 2.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Network Member</b>                   | means an individual, company or government-related entity who is admitted to RAN under clause 4.1, other than a Network Member who has been suspended, withdrawn or ceased from RAN under clause 4.4(b), 4.4(c) or 4.4(d).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Network Rules</b>                    | means these rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Network Strategic Plan</b>           | means the strategic plan developed on a three (3) year rolling basis, for the conduct of the Network Activities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Objectives</b>                       | means the objectives of RAN set out in clause 2.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Parties</b>                          | means the Network Member and the Company, including the parties' representatives, and "Party" means any one of them.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Projected Budget</b>                 | means the Annual Budget together with the budget projections for the following two (2) Financial Years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>RAN</b>                              | means Robotics Australia Group Ltd t/a Robotics Australia Network.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>RAN Code of Conduct</b>              | means the Code of Conduct, available on the Website, that sets out accepted behavioural norms with which Network Members are expected to comply.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>RAN Working Group</b>                | means a working group established under clause 8.4(a) by the Board or CEO for a particular purpose, the details of which will be set out in a Terms of Reference.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>RAN Working Group Member</b>         | means a person appointed as a member of a RAN Working Group.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Robotics Cluster</b>                 | means an entity operated by the Company for the purpose of: <ul style="list-style-type: none"> <li>● providing a location-based or outcome-specific ecosystem and network of robotics-related companies;</li> <li>● strengthening collaboration between primary firms, supply chain firms and educational and research and development institutions;</li> <li>● developing an entrepreneurial ecosystem where there is access to funding, availability of skills, places to work, locations to innovate and an ability to reach potential customers easily; and</li> <li>● building skills and the research and development platform, working with educational and research and development institutions to improve short and long term skills in robotic technologies and incentivise adoption of robotics into the economy.</li> </ul> |
| <b>Robotics Cluster General Manager</b> | means a person appointed by the CEO to manage a Robotics Cluster.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

|                                     |                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Robotics Council</b>             | means the advisory committee of RAN, established under clause 7, that performs the functions described in clause 7.5 and provides advice and recommendations to the Board on the major issues relating to the operation of RAN.                                                                                                                                    |
| <b>Robotics Council Chairperson</b> | means the Robotics Council Member appointed to fill the role of chairperson on the Robotics Council under clause 7.4(f).                                                                                                                                                                                                                                           |
| <b>Robotics Council Member</b>      | means a person appointed to the Robotics Council under clause 7.4.                                                                                                                                                                                                                                                                                                 |
| <b>Selection Committee</b>          | means the committee appointed by the Board under clause 7.9 to consider the applicability of candidates nominated for appointment to the Robotics Council.                                                                                                                                                                                                         |
| <b>Special Resolution</b>           | means a resolution passed by a majority of at least 75% of the eligible votes cast.                                                                                                                                                                                                                                                                                |
| <b>Terms of Reference</b>           | means a document which defines the purpose and structures of a committee, working group, project, meeting, or any similar collection of people who have agreed to work together to accomplish a shared goal.                                                                                                                                                       |
| <b>Website</b>                      | means the website of the Company, which provides information about the Company, RAN, RAN Activities, RAN Membership categories and tiers, news and other robotics industry-related information. The Website also provides access to purchase or renew RAN Memberships, requisition Member Services and other resources, and make bookings to attend Member Events. |

## Interpretation

In these Network Rules, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of these Network Rules and do not form part of the clause;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) words used in these Network Rules and defined in the dictionary will have the meaning set out in the dictionary. Other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to these Network Rules and a reference to these Network Rules includes any schedules and annexures attached to these Network Rules;
- (e) a reference to a document or agreement, including these Network Rules, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (f) a reference to “AUD\$”, “\$”, “\$A”, “dollar” or “A\$” is a reference to Australian currency;

- (g) a reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;
- (h) a reference to a right includes a benefit, remedy, authority, discretion and power;
- (i) a reference to a Party includes its executors, administrators, successors and permitted assigns and if more than one, includes those persons jointly and each of them severally, their respective executors administrators and assigns;
- (j) words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), firms, joint ventures, trusts, authorities, governments and governmental, semi-governmental and local authorities and agencies;
- (k) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable, and includes a reference to an enactment, amendment or consolidated statute and any enactment substituted for the enactment and all legislation and statutory instruments issued under, such legislation or provision;
- (l) words such as includes or including will not be construed as words of limitation;
- (m) each clause in these Network Rules is not, except where expressly provided, limited in meaning or effect by any other clause in these Network Rules;
- (n) a reference to writing includes typewriting, printing, lithography, photography and any other method of representing or reproducing words, figures or symbols in a permanent and visible form;
- (o) any agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty entered into by a Party for or with another person binds them severally and an agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty in favour of a Party for or with another person is for the benefit of them severally. A release given to the other person does not release the Party from any other obligation. The granting of time or another indulgence to another person will not release the Party of its obligations under these Network Rules;
- (p) if the day on which:
  - (i) anything, other than a payment, is to be done is not a Business Day, that thing must be done on the preceding Business Day;
  - (ii) a payment is to be made is not a Business Day it shall be made on the next Business Day but if the next Business Day falls in the next calendar month it must be made on the preceding Business Day; and
  - (iii) if an act, other than a payment or the giving of a communication, is required to be done on a particular day and the act is done after 5:00pm on that day, it will be deemed to have been done on the following day.