

Company No.: 2483115

**ARTICLES OF ASSOCIATION**

**OF**

**POLYU MILES ALUMNI ASSOCIATION LIMITED**

香港理工大學工業及系統工程校友會有限公司

(a company limited by guarantee without a share capital)

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**Incorporated on the 7 February 2017.**

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**INCORPORATED IN HONG KONG**

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**COMPANIES ORDINANCE (CAP. 622)**

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**Company Limited by Guarantee  
Without a Share Capital**

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**POLYU MILES ALUMNI ASSOCIATION LIMITED**

香港理工大學工業及系統工程校友會有限公司

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1. The name of the Company is **POLYU MILES ALUMNI ASSOCIATION LIMITED** 香港理工大學工業及系統工程校友會有限公司 (hereinafter referred to as “the **Company**”)

**INTERPRETATION**

2. The model articles for companies limited by guarantee as set out in Schedule 3 of the Companies (Model Articles) Notice (Cap. 622H of the Laws of Hong Kong) do not apply.
3. In these Articles, except where the context otherwise requires:-

“**associated company**”, in relation to a body corporate, means (a) a subsidiary of the body corporate; (b) a holding company of the body corporate; or (c) a subsidiary of such a holding company;

“**Basic Members**” has the meaning set out in Article 11 (a) hereof;

“**Executive Committee**” means the Executive Committee of Executive Committee Members of the Company;

“**Chairman**” means the chairman of the Executive Committee;

“**Company**” means POLYU MILES ALUMNI ASSOCIATION LIMITED 香港理工大學工業及系統工程校友會有限公司;

“**Court**” means the Court of First Instance;

“**Executive Committee Member**” means a director of the Company;

“**Honorary Advisor(s)**” are advisors who satisfy the relevant pre-requisites set out in

Article 105 (e) hereof;

“**Honorary Chairman**” are persons who satisfy the relevant pre-requisites set out in Article 105(e) hereof;

“**HKPU**” means the Hong Kong Polytechnic University

“**members**” and “**membership**” respectively mean the members and membership of the Company;

“**mental incapacity**” has the meaning given by section 2(1) of the MHO;

“**mentally incapacitated person**” means a person who is found under the MHO to be incapable, by reason of mental incapacity, of managing and administering his or her property and affairs;

“**MHO**” means the Mental Health Ordinance (Cap. 136 of the Laws of Hong Kong);

“**month**” means calendar month;

“**Office**” means the registered office of the Company for the time being;

“**Ordinance**” means the Companies Ordinance (Cap. 622 of the Laws of Hong Kong);

“**Permanent Honorary Chairman**” has are persons who satisfy the relevant pre-requisites set out in Article 105(e) hereof;

“**proxy notice**” has the meaning ascribed to it in Article 37;

“**Secretary**” means any person appointed to perform the duties of the secretary of the Company;

“**these Articles**” means these articles of association of the Company in their present form or as altered from time to time;

“**Senior Vice-Chairman**” means the senior vice-chairman of the Executive Committee

“**Vice-Chairman**” means the vice-chairman of the Executive Committee; and

“**year**” means calendar year.

Expressions used in these Articles referring to writing, unless the contrary intention appears, are construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Words denoting one gender include all genders.

References to any statute or statutory provision are construed as relating to any statutory modification or re-enactment thereof for the time being in force.

Subject as aforesaid any words or expressions defined in the Ordinance (if not inconsistent with the subject or context) have the same meanings in these Articles.

## OBJECTS

4. The objects for which the Company is established are:-
- (a) To promote and strengthen the linkage and relationship among its members through the organisation of various activities;
  - (b) To organise activities in relation to the Department of Industrial and Systems Engineering of The Hong Kong Polytechnic University (“the Department”), and facilitate the sharing of work experiences among alumni of the HKPU;
  - (c) To coordinate and cooperate with other organisations in the promotion of activities in relation to industrial and systems engineering, build connections among the community, industry, academia and advocate and promote industrial and systems engineering in various sectors of society.
  - (d) To provide a platform with alumni of the HKPU for the exchange of knowledge, technology, applications and latest developments relevant to industrial and systems engineering and to promote mutual data sharing and utilization, and facilitate dissemination of industrial and systems engineering in the whole society.
  - (e) To promote exchange between academia and industry and achieve productive collaborations between education and industry and to publish regular updates in relation to the industrial and systems engineering and the HKPU.
  - (f) To acquire or receive from any person or organization, by deed, gift, purchase, bequest, devise, appointment, or otherwise, cash, securities and other property, tangible or intangible, real or personal, and to hold, administer, manage, invest, reinvest and disburse the principal and income thereof solely for the objects hereof in a proper and prudent manner.
  - (g) To distribute property for such objects in accordance with the terms of gifts, bequests or devises to the company not inconsistent with its objects as set forth in these Articles, or in accordance with determinations made by the Executive Committee of the Company pursuant to these Articles.
  - (h) To distribute property for such objects of the Company in accordance with the terms of gifts, bequests or devises to the Company not inconsistent with its objects as set forth in these Articles, or in accordance with determinations made by the Executive Committee pursuant to these Articles provided that none of the funds of the Company shall subscribe to any institutions which do not prohibit the distribution of their income and property amongst their members to an extent at least as great as is imposed on the Company under or by virtue of Article 5 hereof, provided that the provisions of Article 5 hereof concerning the use of the income and property of the Company are followed.
  - (i) To distribute property and to extend financial aid and support through grants, gifts, contributions, or other aid or assistance for objects of the Company, including without limitation, for the objects of the Company provided that none

of the funds of the Company shall subscribe to any institutions which do not prohibit the distribution of their income and property amongst their members to an extent at least as great as is imposed on the Company under or by virtue of Article 5 hereof.

- (j) To modify any restriction or condition on the distribution of funds for any objects of the Company or to specified organisations having the same objects as those of the Company, if in the sole judgment of the Executive Committee whatever is deemed necessary, useful, advisable, or conducive, as determined by the Executive Committee in its discretion, to carry out any of the objects of the Company, as set forth in these Articles provided that none of the funds of the Company shall subscribe to any institutions which do not prohibit the distribution of their income and property amongst their members to an extent at least as great as is imposed on the Company under or by virtue of Article 5 hereof.
- (k) To carry out and perform all or any works or acts lawfully in furtherance of the objects of the Company and to promote, support, contribute to or otherwise assist any activities or acts lawfully in furtherance of the objects of the Company.
- (l) To purchase items of furniture and equipment; to lease or acquire an option or exchange, or hire or otherwise acquire any real or personal property and any rights or privileges in the furtherance of the objects of the Company but not otherwise.
- (m) Subject to Article 5, to employ, hire or otherwise obtain, remunerate and provide benefits to managers, secretaries, clerks and any other person or persons for the objects of the Company.
- (n) To mobilize resources for the furtherance of the objects of the Company.
- (o) To co-operate with other bodies associations or organizations (whether incorporated or unincorporated) having objects similar to the objects of the Company, with governments and with national and international organizations concerned in any way with the objects of the Company, to provide opportunities and facilities for the co-ordination and development of such co-operation for furthering the objects of the Company but not otherwise.
- (p) To enter into, make, perform and carry out contracts or arrangements of every sort and kind for the furtherance of the objects of the Company with any person, firm, association, corporation or body and to obtain from any such body any rights, privileges and concessions which the Company may think it desirable to obtain and in this connection and in all transactions under the terms of the Company to do any and all lawful things which a co-partnership or natural person could do or exercise, and which now or hereafter may be authorised by law.
- (q) To apply for any grant in aid of the objects of the Company on such conditions as the Executive Committee of the Company deemed appropriate and to take any gift of property, whether subject to any special trust or not, for any one or

more of the objects of the Company, and to undertake and execute any trusts directly conducive to any of the objects of the Company.

- (r) To take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company, in the shape of donations, annual subscriptions, or otherwise for furthering the objects of the Company but not otherwise.
- (s) To rent, purchase, lease, exchange, hire, or otherwise acquire suitable buildings or part or parts thereof in Hong Kong or elsewhere and any estate or interest in any rights connected therewith, and to fit and furnish the same; to make arrangements for such building or buildings or part or parts thereof to be properly fitted and furnished for any of the objects of the Company.
- (t) To manage, maintain, and improve all or any part of the property, land building or buildings of the Company and to operate or use in conjunction or co-ownership with others, lease, mortgage, underlet, exchange, surrender, sell, turn to account or otherwise deal with and dispose of the same or any part or parts thereof or interest therein, for such consideration and on such terms and conditions as the Company may think fit for any of the objects of the Company.
- (u) In furtherance of the objects of the Company but not otherwise to turn to account any land acquired by the Company or in which it is interested, and in particular by laying out and preparing the same for building objects, erecting, constructing, altering, pulling down, demolishing, decorating, maintaining, keeping in repair, fitting up, and improving any buildings, for the objects of the Company and by paving, draining, letting on building lease or building agreement, and by entering into contracts and arrangements of all kinds with developers, land investment companies, land mortgage companies building estate companies, banks, financiers, building owners, tenants and others.
- (v) To borrow or raise or give security for any moneys required for the objects of the Company upon such securities as may be determined and in such manner as the Company shall think fit and in particular by the issue of or upon bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Company or by mortgage or charge upon all or any part of the property of the Company both present and future and to give and receive undertakings for one or more of the objects of the Company.
- (w) To invest and deal with the moneys of the Company not immediately required upon such securities and in such reasonable and prudent manner as may from time to time be determined for furthering the objects of the Company but not otherwise.
- (x) In the furtherance of the objects of the Company but not otherwise, to take or hold mortgages, liens, and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Company property of whatsoever kind sold by the Company, or any money due to the Company from purchasers and others.

- (y) To do all such other lawful things as are incidental or conducive to the attainment of the above objects, provided always that the Company shall hold money and properties and shall only deal with the same in such manner as allowed by law.

Provided that:-

- (i) In case the Company takes or holds any property which may be subject to any trusts, the Company must only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The objects of the Company must not extend to the regulation of relations between workers and employers or organizations of workers and organizations of employers.

### **INCOME AND PROPERTY**

- 5. (a) The income and property of the Company, whensoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in these Articles.
- (b) Subject to Article 5(d) below, no portion of the income and property of the Company shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever, to the members of the Company.
- (c) Nothing herein prevents the payment, in good faith, by the Company of reasonable and proper remuneration to any officer or servant of the Company, or to any member of the Company not being a Director or member of governing body in return for any services actually rendered to the Company.
- (d) Nothing herein prevents the payment, in good faith, by the Company:-
  - i to any Director of out-of-pocket expenses;
  - ii of interest on money lent by any member of the Company or the Executive Committee, at the prime rate prescribed for the time being by The Hongkong and Shanghai Banking Corporation Limited;
  - iii of reasonable and proper rent for premises demised or let by any member of the Company or of the Executive Committee; and
  - iv of remuneration or other benefit in money or money's worth to a body corporate in which a member of the Company or the Executive Committee is interested solely by virtue of being a member of that body corporate by holding not more than one-hundredth part of its capital or controlling not more than a one-hundredth part of its votes.
- (e) No person is bound to account for any benefit he may receive in respect of any payment properly paid in accordance with Article 5(d) above.

### **ASSETS**

6. The assets of the Company must be permanently and irrevocably dedicated to the objects for which it was formed.
7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same must not be paid to or distributed among the members of the Company but may only be distributed to some other institution or institutions, having objects similar to the objects of the Company, and which prohibit(s) the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of Article 5, such institution or institutions to be determined by the members of the Company at or before the time of dissolution and in default thereof by the Court having jurisdiction in regard to charitable funds, and if and so far as effect cannot be given to the aforesaid provision then to some charitable objects.

### **LIABILITY OF MEMBERS**

8. The liability of the members is limited.
9. Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member, or within one year after he ceases to be a member for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding the amount specified below:-

<u>Class of Member</u>	<u>Amount to be contributed by each member</u>
Basic Members	HK\$100
Student Members	HK\$10

### **MEMBERSHIP**

10. The number of members with which the Company proposes to be registered is limited to no more than 10,000.

### **CLASS OF MEMBERSHIP**

11. Membership of the Company shall include the following categories only:-
  - (a) Basic Member:-
    - i. All graduates of the Department of Industrial and Systems Engineering of HKPU and its predecessor (including full-time or part-time programmes) are eligible to apply to become a member.
    - ii. All holders of the Certificate of the Integrated Graduate Development Scheme jointly given by HKPU and University of Warwick are eligible to apply to become a member.



(b) Student Member:-

- i. All students of the Department of Industrial and Systems Engineering of HKPU are eligible to apply to become a member.

12. No member can participate in or be entitled to any of the facilities or functions of the Company until he has paid his initial subscription, and satisfied any other claim the Company has against him.
13. The rights of a member are personal to himself and are not transferable by his own act or operation of law and must cease upon his death, bankruptcy, insolvency, or upon his resignation or ceasing from any cause to be a member under the provisions of these Articles. Any person who by any means ceases to be a member nevertheless remains liable for and must pay to the Company all monies which at the time of his ceasing to be as a member are due from him to the Company.

### **RIGHTS AND DUTIES OF MEMBERS**

14. Subject to these Articles below, members of different classes are entitled to different rights and must fulfil their duties accordingly:-

(a) Rights:-

i. Basic Members

- (1) to attend all members' general meetings, annual general meetings and elections;
- (2) to speak and vote at members' general meetings, annual general meetings and elections;
- (3) to run for the Executive Committee;
- (4) to nominate, vote and second a proposal in an election;
- (5) to participate in any activities held by the Company;
- (6) to participate in any Sub-Committee of the Executive Committee; and
- (7) to receive newsletters from the Company free of charge.

ii. Student members

- (1) to participate in any activities held by the Company; and
- (2) to receive newsletters from the Company free of charge.

(b) Duties:-

i. All members must:-

- (1) abide by the Articles of Association and any other rules of the Company;
- (2) comply with all resolutions passed during members' general meetings, annual general meetings, election and the Executive Committee meeting;
- (3) not be involved in any activity that are detrimental to the Company;
- (4) be responsible for the arbitration and supervision of all matters and any relevant legislation at the General Meetings.

### **MEMBERSHIP SUBSCRIPTION**

15. The subscription payable by the member(s) of the Company is such sum as is from time to time determined by the Executive Committee and is for life membership. Subscription is not refundable under any circumstance.

### **QUALIFICATION AND ADMISSION OF MEMBERS**

16. Every application for membership must be in such form(s) and meet such requirements as the Executive Committee may from time to time deem fit and addressed to the Secretary in writing signed by the applicant.
17. The Executive Committee has the absolute and final discretion to approve and/or reject, without any need to furnish any reasoning thereof, the admission of an applicant.
18. The Secretary or such other person as the Executive Committee appoints must send to each member in 14 working days upon his admission written notice thereof together with a copy of these Articles and any By-laws of the Company made thereunder and such member upon his payment of his subscription for the membership assigned by the Executive Committee (the "**Initial Subscription**") becomes entitled to the rights of membership.
19. Where an application is refused by the Executive Committee or the applicant's membership is approved but the member fails to pay his Initial Subscription, the Secretary or such other person authorised by the Executive Committee for such purpose must give notice to the applicant/member to the effect that his application/membership is refused/cancelled and the Initial Subscription (where applicable) must be refunded to him.
20. Subject to the overruling power of Executive Committee, the founders to these Articles may by unanimous written decision admit persons to membership of the Company within 6 months of the incorporation of the Company. The founders to these Articles are deemed as the first members of the Company.

### **RESIGNATION, EXPULSION AND CESSATION OF MEMBERSHIP**

21. Any member may resign from membership by giving notice in writing to the Secretary which notice takes effect on the last day of the month in which the notice is given. Such member may be considered for re-admission as member upon a new application being submitted in accordance with these Articles.
22. If any member violates any of these Articles or By-laws of the Company or if his conduct, in the opinion of any two Executive Committee Members, is injurious to the character or operations of, or otherwise prejudicial to the Company or be derogatory to such members' position in society, a meeting of the Executive Committee must be specially summoned to consider the case and may make the decision to expulse member(s) if two-thirds of the Executive Committee Members present at that meeting agree on that course.
23. Any member who is convicted of an indictable offence or be adjudged bankrupt, or who compounds with his creditors or becomes of unsound mind must, if the Executive Committee considers it expedient or desirable, cease to be a member and must forfeit all claims upon any property of the Company, but it is lawful for the Executive Committee after inquiry to restore his name to the register of members of the Company upon such terms as the Executive Committee may in its sole and absolute discretion think fit.
24. No person ceasing to be a member of the Company has any right or claim against the Company or its property or funds.

### **GENERAL MEETINGS**

25. Subject to sections 611, 612 and 613 of the Ordinance, the Company must, in respect of each financial year of the Company, hold a general meeting as its annual general meeting in accordance with section 610 of the Ordinance.
26. The Executive Committee Members may, if they think fit, call a general meeting.
27. If the Executive Committee Members are required to call a general meeting under section 566 of the Ordinance, they must call it in accordance with section 567 of the Ordinance.
28. If the Executive Committee Members do not call a general meeting in accordance with section 567 of the Ordinance, the members who requested the meeting, or any of them representing more than one half of the total voting rights of all of them, may themselves call a general meeting in accordance with section 568 of the Ordinance.

### **PROCEEDINGS AT GENERAL MEETINGS**

29. The Chairman of the Executive Committee will also be the Chairman of the general meetings. In the event the Chairman has resigned, been removed or is absent, the Senior Vice Chairman of the Executive Committee shall preside as the Chairman of the general meetings. If the Senior Vice Chairman is unable to attend under similar circumstances aforesaid, the Vice Chairman of the Executive Committee shall preside as the Chairman

of the General Meeting. If the Vice Chairman is unable to attend under similar circumstances aforesaid, the members of the Executive Committee shall elect one of themselves to preside as temporary Chairman of the General Meeting.

30. The Honorary Secretary of the Executive Committee will also be the Secretary of the General Meeting. In the event the Honorary Secretary is absent, the members of the Executive Committee shall elect one of themselves to preside as temporary Secretary of the General Meeting.
31. There shall be a quorum of 10 percent or 10 members of the Company, whichever is the lowest, of all the Basic Members called for the General Meeting are present.
32. The general meetings will be adjourned if it does not have a quorum within 30 minutes after the designated starting time. The Chairman of the general meetings must call for a further meeting within one (1) month of the adjournment.
33. When a general meeting is adjourned, new notice of the resumed meeting must be circulated to all Basic Members at least five (5) working days before it is convened.

#### **VOTING AT GENERAL MEETINGS**

34. A resolution must be passed by a simple majority (i.e. more than 50 percent of the members present at the meeting). In the event of equal votes (i.e. no majority or minority), whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, is entitled to cast a second and deciding vote.
35. On a vote on a resolution, whether on a show of hands at a general meeting or on a poll taken at a general meeting:-
  - (a) every member present in person has one (1) vote; and
  - (b) every proxy present who has been duly appointed by a member entitled to vote on the resolution has 1 vote.
36. A member who is mentally incapacitated person may vote, whether on a show of hands or on a poll, by the member's committee, receiver, guardian or other person in the nature of a committee, receiver or guardian appointed by the Court. The committee, receiver, guardian or other person may vote by proxy on a show of hands or on a poll.
37. A proxy may only validly be appointed by a notice in writing ("**proxy notice**") that:-
  - (a) states the name and address of the member appointing the proxy;
  - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - (c) is authenticated, or is signed on behalf of the member appointing the proxy; and

- (d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting in relation to which the proxy is appointed.
38. The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
39. If the Company requires or allows a proxy notice to be delivered to it in electronic form, it may require the delivery to be properly protected by a security arrangement it specifies.
40. A proxy notice may specify how the proxy appointed under it is to vote (or that the proxy is to abstain from voting) on one or more resolutions dealing with any business to be transacted at a general meeting.
41. Unless a proxy notice indicates otherwise, it must be regarded as:-
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the general meeting; and
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
42. If a proxy notice is not authenticated, it must be accompanied by written evidence of the authority of the person who executed the appointment to execute it on behalf of the member appointing the proxy.
43. A proxy notice does not take effect unless it is received by the Company:-
- (a) for a general meeting or adjourned general meeting, at least 48 hours before the time appointed for holding the meeting or adjourned meeting; and
  - (b) for a poll taken more than 48 hours after it was demanded, at least 24 hours before the time appointed for taking the poll.
44. An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
45. A notice revoking the appointment only takes effect if it is received by the Company:-
- (a) for a general meeting or adjourned general meeting, at least 48 hours before the time appointed for holding the meeting or adjourned meeting; and
  - (b) for a poll taken more than 48 hours after it was demanded, at least 24 hours before the time appointed for taking the poll.
46. A proxy's authority in relation to a resolution is to be regarded as revoked if the member who has appointed the proxy:-
- (a) attends in person the general meeting at which the resolution is to be decided; and

- (b) exercises, in relation to the resolution, the voting right that the member is entitled to exercise.
47. A member who is entitled to attend, speak and vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of the meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of the member.
48. A vote given in accordance with the terms of a proxy notice is valid despite:-
- (a) the previous death or mental incapacity of the member appointing the proxy; or
  - (b) the revocation of the appointment of the proxy or of the authority under which the appointment of the proxy is executed.
49. Article 48 does not apply if notice in writing of the death, mental incapacity or revocation is received by the Company:-
- (a) for a general meeting or adjourned general meeting, at least 48 hours before the time appointed for holding the meeting or adjourned meeting; and
  - (b) For a poll taken more than 48 hours after it was demanded, at least 24 hours before the time appointed for taking the poll.

## **MINUTES**

50. The minutes of the General meeting will be approved by the Executive Committee and circulated to all members of the Company within 3 months of the General Meeting.

## **NOTICE OF GENERAL MEETINGS**

51. The Notice of the General Meeting including Annual General Meetings and its Agenda must be circulated to all members of the Company not less than 10 working days prior to the General Meeting.
52. The notice is exclusive of the day on which it is served or deemed to be served; and the day for which it is given.
53. The notice must:-
- (a) specify the date and time of the meeting;
  - (b) specify the place of the meeting (and if the meeting is to be held in two (2) or more places, the principal place of the meeting and the other place or places of the meeting);
  - (c) state the general nature of the business to be dealt with at the meeting;

- (d) for a notice calling an annual general meeting, state that the meeting is an annual general meeting;
  - (e) if a resolution (whether or not a special resolution) is intended to be moved at the meeting:-
    - i include notice of the resolution; and
    - ii include or be accompanied by a statement containing any information or explanation that is reasonably necessary to indicate the purpose of the resolution;
  - (f) if a special resolution is intended to be moved at the meeting, specify the intention and include the text of the special resolution; and
  - (g) contain a statement specifying a member's right to appoint a proxy under section 596(1) of the Ordinance.
54. Article 53(e) does not apply in relation to a resolution of which:-
- (a) notice has been included in the notice of the meeting under section 567(3) or 568(2) of the Ordinance; or
  - (b) notice has been given under section 615 of the Ordinance.
55. Despite the fact that a general meeting is called by shorter notice than that specified in Article 51, it is regarded as having been duly called if it is so agreed:-
- (a) for an annual general meeting, by all the members entitled to attend and vote at the meeting; and
  - (b) in any other case, by a majority in number of the members entitled to attend and vote at the meeting, being a majority together representing at least 95% of the total voting rights at the meeting of all the members.
56. Notice of a general meeting must be given to every member and every Executive Committee Member. If a notice of a general meeting or any other document relating to the meeting is required to be given to a member, the Company must give a copy of it to its auditor (if more than one auditor, to every one of them) at the same time as the notice or the other document is given to the member.
57. Any accidental omission to give notice of a general meeting to, or any non-receipt of notice of a general meeting by, any person entitled to receive notice does not invalidate the proceedings at the meeting.

## **ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

58. A person is able to exercise the right to speak at a general meeting when the person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions that the person has on the business of the meeting.
59. A person is able to exercise the right to vote at a general meeting when:-
  - (a) the person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - (b) the person's vote can be taken into account in determining whether or not those resolutions are passed at the same time as the votes of all the other persons attending the meeting.
60. The Executive Committee Members may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
61. In determining attendance at a general meeting, it is immaterial whether any two (2) or more members attending it are in the same place as each other.
62. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have rights to speak and vote at the meeting, they are able to exercise them.

### **ANNUAL GENERAL MEETINGS**

63. The Annual General Meeting must be conducted every calendar year.
64. The agenda of the Annual General Meeting must include the following:-
  - (a) the performance report of the previous Executive Committee;
  - (b) the financial report of the previous Executive Committee;
  - (c) the election of new members of the Executive Committee (once every two (2) years);
  - (d) the by-election of replacement members of the Executive Committee.
65. The Annual General Meeting shall be attended by the Basic Members and the Executive Committee Members of the Company.
66. Immediate past Chairman of the Executive Committee is to be the Chairman for elections to the Executive Committee including to handle with the help of Honorary Secretary the duties of sending notices, collection of nomination forms and proxy, and to chair the elections to the Executive Committee at the Annual General Meeting. The Chairman of the Executive Committee will also be the Chairman of the Annual General Meeting. In the event the Chairman has resigned, been removed or is absent, the Senior Vice Chairman of the Executive Committee shall preside as the Chairman of the Annual General Meeting. If the Senior Vice Chairman is unable to attend under similar circumstances aforesaid, the Vice Chairman of the Executive Committee shall preside



as the Chairman of the Annual General Meeting. If the Vice Chairman is unable to attend under similar circumstances aforesaid, the members of the Executive Committee shall elect one of themselves to preside as temporary Chairman of the General Meeting.

67. The Honorary Secretary of the Executive Committee will also be the Secretary of the Annual General Meeting. In the event the Honorary Secretary is absent, the members of the Executive Committee shall elect one of themselves to preside as temporary Secretary of the Annual General Meeting.
68. The Notice of the Annual General Meeting and its Agenda must be circulated to all members of the Company not less than 10 working days prior to the General Meeting.
69. There shall be a quorum if 10 percent or 10 members of the Company, whichever is the lowest, of all the voting members called for the Annual General Meeting are present.
70. The Annual General Meeting will be adjourned if it does not have a quorum within 30 minutes after the designated starting time. The Chairman of the Annual General Meeting must call for a further meeting within one (1) month of the adjournment.
71. When an Annual General Meeting is adjourned, new notice of the resumed meeting must be circulated to all members at least five (5) working days before it is convened.

## **ELECTIONS AT THE ANNUAL GENERAL MEETING**

### Qualifications

72. The candidate(s) must be a Basic Member of the Company in order to qualify for a position in the Executive Committee.
73. Each candidate(s) must not run for more than one position in the Executive Committee.

### Nomination form

74. Each candidate(s) must receive one (1) nomination from a proposer and seconder. The proposer and seconder must be a Basic Member of the Company.
75. Nominations must be sent to the Honorary Secretary at least two (2) weeks prior to the Annual General Meeting and Election.

### Proceeding at the Election

76. Every Candidate running for a post in the next Executive Committee shall be elected based on his individual votes in the Election. Voting will be made by the Basic Members of the Annual General Meeting.
77. Past members of the Executive Committee may run for consecutive terms in the Executive Committee.
78. Every Candidate must receive more than 50 percent or more affirmative votes in the Annual General Meeting before they can be elected. In the event of equal votes (i.e. equal no. of affirmative and dissenting votes), whether on a show of hands or on a poll,

the Election Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, is entitled to cast a second and deciding vote.

79. Elections at the Annual General Meeting will adopt the one person-one vote method and by poll.
80. Voting will be tallied immediately and results announced at the same Annual General Meeting.
81. Any complaints regarding the election must be put forward before the conclusion of the Annual General Meeting.
82. If any complaints have not been resolved before the conclusion of the Annual General Meeting, the result of the election will not stand.
83. All complaints must be dealt with by the Permanent Honorary Chairman, Honorary Chairman or Honorary Advisor no later than one (1) month after the conclusion of the Annual General Meeting
84. Official election results must be circulated to all members of the Company containing a list of the upcoming members of the Executive Committee in one month.
85. The minutes of the Annual General meeting will be approved by the Executive Committee.

#### **FINANCIAL AFFAIRS**

86. The Company's fiscal year begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup>.
87. Membership fees will be determined from time to time by the Executive Committee.
88. Membership fees will be primarily used for day-to-day transactions.
89. The Executive Committee must prepare a yearly financial report at the Annual General Meeting.

#### **DISCIPLINARY PROCEEDINGS**

90. Every member of the Company must abide by the Articles of Association or any other rules of the Company.
91. Any member who is involved in any activity that is detrimental to the Company's interest or in violation of the Articles of Association shall receive the following disciplinary action:-
  - (a) Frozen membership – when a membership is frozen, a member may not exercise the accompany powers until the membership has been reinstated.
  - (b) Termination of membership – a membership will be terminated if there is a

breach of the Articles of Association.

92. The Executive Committee will be responsible for all disciplinary proceedings.
93. The Executive Committee must send a notice in writing to the members who have received disciplinary action.

### **DISSOLUTION OF THE COMPANY**

94. Dissolution of the Company will only be effected if 2/3 majority or more of the members at the General Meeting casts an affirmative vote.
95. The Executive Committee must duly inform all members concerning the affairs, financial position and the consequences of dissolving the Company. The Executive Committee must properly handle all the assets and liabilities of the Company.
96. Before the dissolution of the Company, an official announcement must be made by the Executive Committee.
97. After the dissolution of the Company, all assets must be donated in full to a charitable organisation.

### **OTHERS**

98. Amendment of the Articles of Association must be conducted in the following manner:-
  - (a) an amendment of the Articles of Association must be placed on special agenda and put forward to the General Meeting for discussion and approval.
  - (b) an amendment of the Articles of Association will only take effect if 50 percent or more of the member at the General Meeting casts an affirmative vote.
99. The Executive Committee has the final say in any interpretation of the Articles of Association

### **THE EXECUTIVE COMMITTEE**

100. The Executive Committee is the chief administrative body of the Company who is responsible for the conduct of daily matters and administrative work. It represents all its members in its communication and dealings with external parties.
101. The Executive Committee's authority is below that of the General Meeting. The Executive Committee shall consist of a maximum of 20 executive members and a maximum of seven (7) non-executive members.
102. Executive members of the Executive Committee are elected and appointed at the Annual General Meeting. Executive members include:-
  - (a) one (1) Chairman;

- (b) no less than two (2) Senior Vice Chairman;
- (c) no less than three (3) Vice Chairman;
- (d) one (1) Honorary Secretary;
- (e) one (1) Honorary Financial Secretary;
- (f) no less than four (4) Committee Members; and
- (g) Emeritus Chairman (as ex officio member)

103. Non-executive members of the Executive Committee include:

- (a) no more than two (2) representatives from each Sub-Committee of the Executive Committee
- (b) no more than five (5) co-opted members, with the requirement that the said members are graduates from this Department..

104. The term for all members of the Executive Committee is commonly two (2) years or until the next election at the Annual General Meeting and can be renewed.

#### **POWERS AND DUTIES OF EXECUTIVE COMMITTEE**

105. The power of the Executive Committee include:-

- (a) to determine the policy of the Company according to the Company's constitution;
- (b) to appoint within its power members of any immediate working committee under the Executive Committee;
- (c) to supervise and provide assistance to immediate committees;
- (d) to verify the eligibility requirements for basic members; and
- (e) to nominate or invite suitable candidates to act as Permanent Honorary Chairman, Honorary Chairman or Honorary Advisor, in accordance to the following articles:-

##### Permanent Honorary Chairman / Honorary Chairman / Honorary Advisor:-

- (i) The Executive Committee has the discretion to award the above mentioned titles to persons who have made special contribution to the Company or the Department of Industrial and Systems Engineering.
- (ii) Members of the Executive Committee may nominate or invite suitable candidates to act as Permanent Honorary Chairman, Honorary Chairman or Honorary Advisor. The appointment will take

effect upon acceptance of the invitation.

- (iii) The Permanent Honorary Chairman must be an outstanding alumnus of the Department of Industrial and Systems Engineering.
- (iv) The Honorary Chairman must either be the Head of the Department of Industrial and Engineering or have made a significant contribution to the Company.
- (v) The Honorary Advisor must either be a President / Vice-President, Chairman / Vice-Chairman, Director or senior member of an associated organisation or company.
- (vi) The Honorary Advisor is responsible for the provision of advice to the alumni of the Department of Industrial and Systems Engineering.
- (vii) With the exception to the Permanent Honorary Chairman, the term for each Honorary Chairman is decided by the Executive Committee during the Term.
- (viii) The Honorary Advisor will last for a term of two (2) years.
- (ix) The preceding provisions must in compliance with the Articles of Association of the Company.

106. The duties of the Executive Committee include:-

- (a) to fulfil the objects of the constitution and implement the decisions made in the General Meeting, Annual General Meeting and Elections;
- (b) to deal with members that are in breach of the Company's constitution;
- (c) to deal with and arbitrate any disputes within the Company;
- (d) if appropriate, to set up a dedicated task force;
- (e) if appropriate, to assign a representative from the Company to participate in other groups or societies;
- (f) to lay down rules and regulations related to all administrative work of the Company; and
- (g) the Executive Committee owes a duty to the General Meeting.

#### **POWERS AND DUTIES OF EXECUTIVE COMMITTEE MEMBERS**

107. The powers of Executive Committee Members are as follows:-

- (a) All Executive Committee Members have the power to speak, vote, propose a motion and second a proposal.

- (b) Non-executive Committee Members have no power to vote, propose a motion or second a proposal during an Executive Committee meeting.

108. The duties of Executive Committee Members are as follows:-

- (a) The Chairman is the administrative decision maker of the Company who is responsible for all administrative matter. It represents the Company in its communication and dealings with external parties.
- (b) The Senior Vice Chairman should assist the Chairman and in the event that the latter is absent, the former should preside as the Acting Chairman. If the Chairman resigns before the end of the term of office, or under any special circumstances, one of the Senior Vice Chairman should preside as the temporary Acting Chairman.
- (c) The Vice Chairman, the Committee and the former Chairman should assist the Senior Vice Chairman and the Chairman;
- (d) The Honorary Secretary is responsible for the minutes, correspondences and other daily administrative matters regarding any meetings convened by the Executive Committee; and
- (e) The Honorary Financial Secretary is responsible for dealing with all financial matters of the Company.

#### **PROCEEDING OF THE EXECUTIVE COMMITTEE**

109. Executive Meetings and Non-Executive meetings:

- (a) The Chairman can call for an executive meeting when needed;
- (b) The Chairman can call for an non-executive meeting if necessary;
- (c) If no less than a third of the members of the Executive Committee makes a request to sort out a specific matter, the Chairman must call an Executive meeting within a month to sort it out;
- (d) Other matters cannot be raised at the Non-Executive meeting; and
- (e) Notice of any meeting (i.e. Executive or Non-Executive) must be given to each member of the Executive Committee no less than five (5) working before it is convened.
- (f) Quorum of Executive Meetings:
  - i. There shall be a quorum if 25 percent of all voting members called for

the meetings are present.

- ii. A meeting of the Executive Committee's members that does not have a quorum within 30 minutes after the schedule starting time will be adjourned. The Chairman must call for a further meeting within one (1) month of the adjournment.
  - iii. When a meeting is adjourned, new notice of the resumed meeting must be circulated to all members at least three (3) working days before it is convened.
- (g) In the event the Chairman has resigned, been removed or is absent, the Senior Vice Chairman shall preside as the Chairman of the meeting. If the Senior Vice Chairman is unable to attend under similar circumstances aforesaid, the Vice Chairman shall preside as the Chairman of the meeting. If the Vice Chairman is unable to attend under similar circumstances aforesaid, the members of the Executive Committee shall elect one of themselves to preside as temporary Chairman.
  - (h) In the event the Honorary Secretary has resigned, been removed or is absent, the members shall elect one of themselves to preside as temporary Honorary Secretary.
  - (i) If the total number of Executive Committee Members for the time being is less than the quorum required for Executive Committee Meetings, the Executive Committee Members must not take any decision other than a decision to convene an extraordinary general meeting so as to enable the Basic Members to appoint further Executive Committee Members.
  - (j) A resolution must be passed by a simple majority (i.e. more than 50 percent of the members present at the meeting). In the event of equal votes (i.e. no majority or minority), whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the pool is demanded, is entitled to cast a second and deciding vote.

### **RESIGNATION**

- 110. Every member of the Executive Committee must duly hand over its current duties and assignments to the Executive Committee before his / her resignation will be accepted.

### **DISSOLUTION**

- 111. The Executive Committee will automatic dissolve in the following circumstances:-
  - (a) there is no presiding Chairman, Senior Vice Chairman and Vice Chairman; or
  - (b) more than 50 percent of all available positions in the Executive Committee is vacant.

In the event of (a) or (b), the remaining members of the Executive Committee have

the power to reconstitute a temporary Executive Committee and appoint sufficient Executive Committee Members until the next Annual General Meeting. The temporary Executive Committee will dissolve at the next Annual General Meeting where all Executive Committee Members are to be appointed to form the new Executive Committee.

### **EXECUTIVE COMMITTEE MEMBERS' CONFLICT OF INTEREST**

112. The following Articles 113 – 118 apply if:-
- (a) an Executive Committee Member is any way, whether (directly or indirectly) interested in a transaction, arrangement or contract with the Company that is significant in relation to the Company's operations; and
  - (b) the Executive Committee Member's interest is material.
113. The Executive Committee Member must declare the nature and extent of the Executive Committee Member's interest to the other Executive Committee Members in accordance with section 536 of the Ordinance.
114. The Executive Committee Member must neither:-
- (a) vote in respect of the transaction, arrangement or contract in which the Executive Committee Member is so interested; nor
  - (b) be counted for the quorum purposes in respect of the transaction, arrangement or contract.
115. If the Executive Committee Member contravenes Article 114(a), the vote must not be counted.
116. The above Article 114 does not apply to:-
- (a) an arrangement for giving an Executive Committee Member any security or indemnity in respect of money lent by the Executive Committee Member to or obligations undertaken by the Executive Committee Member for the benefit of the Company;
  - (b) an arrangement for the Company to give any security to a third party in respect of a debt or obligation of the Company for which the Executive Committee Member has assumed responsibility wholly or in part under a guarantee or indemnity or by the deposit of a security; or
  - (c) subject to Article 5, an arrangement under which benefits are made available to Executive Committee Members or former Executive Committee Members of the Company or any of its subsidiaries, which do not provide special benefits for Executive Committee Members or former Executive Committee Members.
117. A reference in these Articles to a transaction, arrangement or contract includes a proposed transaction, arrangement or contract.



118. Subject to Article 5, an Executive Committee Member may hold any other office under the Company (other than the office of auditor) in conjunction with the office of Executive Committee Member for a period and on terms that the Executive Committee Members determine.
119. An Executive Committee Member or intending Executive Committee Member is not disqualified by the office of Executive Committee Member contracting with the Company:-
- (a) with regard to the tenure of the other office mentioned in Article 118; or
  - (b) as vendor, purchaser or otherwise.
120. The contract mentioned in Article 119 or any transaction, arrangement or contract entered into by or on behalf of the Company in which any Executive Committee Member is in any way interested is not liable to be avoided.
121. An Executive Committee Member who has entered into a contract mentioned in Article 119 or is interested in a transaction, arrangement or contract mentioned in Article 120 is not liable to account to the Company for any profit realized by the transaction, arrangement or contract by reason of:-
- (a) the Executive Committee Member holding the office; or
  - (b) the fiduciary relation established by the office.
122. Article 118, 119, 120, or 121 only applies if the Executive Committee Member has declared the nature and extent of the Executive Committee Member's interest under the Article to the other Executive Committee Member in accordance with section 536 of the Ordinance.
123. An Executive Committee Member may be a member or other officer of, or be otherwise interested in:-
- (a) any company promoted by the Company; or
  - (b) any company in which the Company may be interested as shareholder or otherwise.
124. Subject to the Ordinance, the Executive Committee Member is not accountable to the Company for any remuneration or other benefits received by the Executive Committee Member as a member or officer of, or from the Executive Committee Member's interest in, the other company unless the Company otherwise directs.

#### **TERMINATION OF OFFICE OF EXECUTIVE COMMITTEE MEMBER**

125. A person ceases to be an Executive Committee Member if the person:-
- (a) ceases to be a director under the Ordinance or the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) or

- is prohibited from being a director by law; or
- (b) becomes bankrupt or makes any arrangement or composition with the person's creditors generally;
  - (c) becomes a mentally incapacitated person;
  - (d) resigns the office of Executive Committee Member by notice in writing of the resignation in accordance with Article 110 and section 464(5) of the Ordinance;
  - (e) for more than 6 months has been absent without the Executive Committee's permission from Executive Committee meetings held during that period; or
  - (f) is removed from the office of Executive Committee Member by an 2/3 majority of the resolution of the Executive Committee .

#### **EXECUTIVE COMMITTEE MEMBERS' INDEMNITY AND INSURANCE**

126. (a) An Executive Committee Member or former Executive Committee Member may be indemnified out of the Company's assets against any liability incurred by the Executive Committee Member to a person other than the Company or an associated company of the Company in connection with any negligence, default, breach of duty or breach of trust in relation to the Company.
- (b) Article 126(a) only applies if the indemnity does not cover:-
- i. any liability of the Executive Committee Member to pay:-
    - (1) a fine imposed in criminal proceedings; or
    - (2) a sum payable by way of a penalty in respect of non-compliance with any requirement of a regulatory nature; or
  - ii. any liability incurred by the Executive Committee Member:-
    - (1) in defending criminal proceedings in which the Executive Committee Member is convicted;
    - (2) in defending civil proceedings brought by the Company, or an associated company of the Company, in which judgment is given against the Executive Committee Member;
    - (3) in defending civil proceedings brought on behalf of the Company by a member of the Company or of an associated company of the Company, in which judgment is given against the Executive Committee Member;
    - (4) in defending civil proceedings brought on behalf of an associated company of the Company by a member of the associated company or by a member of an associated company of the

associated company, in which judgment is given against the Executive Committee Member; or

- (5) in connection with an application for relief under section 903 or 904 of the Ordinance in which the Court refuses to grant the Executive Committee Member relief.

127. The Executive Committee Members may decide to purchase and maintain insurance, at the expense of the Company, for an Executive Committee Member against:-
- (a) any liability to any person attaching to the Executive Committee Member in connection with any negligence, default, breach of duty or breach of trust (except for fraud) in relation to the Company; or
  - (b) any liability incurred by the Executive Committee Member in defending any proceedings (whether civil or criminal) taken against the Executive Committee Member for any negligence, default, breach of duty or breach of trust (including fraud) in relation to the Company.

#### **COMPANY SEAL**

128. The Company may have a common seal which must be a metallic seal having the Company's name engraved on it in legible form. A common seal may only be used by the authority of the Executive Committee Members. Such authorisation may be before or after the common seal is affixed, may be general or specific and may refer to any number of sealings. If the Company has a common seal and it is affixed to a document, the document must also be signed by one of the Executive Committee Members or any such person or persons as the Executive Committee Members may from time to time appoint for the purpose.
129. The Company with a common seal may have an official seal for use outside Hong Kong. Such an official seal must be a replica of the Company's common seal, but have engraved on it in legible form the name of every place where it is to be used. Section 125 of the Ordinance must be complied with.
130. If the Company has an official seal for use outside Hong Kong, it may only be affixed to a document if its use on the document, or documents of a class to which it belongs, has been authorised by a decision of the Executive Committee Members .

#### **AUDITORS**

131. Subject to Article 5 hereof, auditors must be appointed and their duties regulated in accordance with the provisions of the Ordinance.

We, the undersigned, wish to form a company and wish to adopt this articles of association.

Name, Address, and Description of Founder Members	
Wu Ka Shing	<i>(S.d. Wu Ka Shing)</i>
Chan Luen Chow	<i>(S.d. Chan Luen Chow)</i>
Lee Ka Man	<i>(S.d. Lee Ka Man)</i>
Lai Chi Ping	<i>(S.d. Lai Chi Ping)</i>
Wong Yuk Lin, Jane	<i>(S.d. Wong Yuk Lin, Jane)</i>
Shing Wai Lam	<i>(S.d. Shing Wai Lam)</i>

Witnessed by: *(S.d.) Icy Lee*  
Icy Lee

Date: 14 November 2016