

**THE CONSTITUTION**  
AND RULES OF  
'ATENISI INSTITUTE INCORPORATED

Latest revision as from Special General Meeting, 29 July 2016

## INTERPRETATION

1 In these Rules, unless the context otherwise requires:

“**Affiliate**” shall mean an organization (whether incorporated or unincorporated) which is admitted as an Affiliate of the ‘**ATENISI INSTITUTE**’ under these Rules;

“**Auditor**” means the Society's Auditor.

“**Board**” means the Board of Directors of the Society.

“**Chairman**” means the person appointed to occupy the position of the chairman of the Board.

“**Constitution**” shall mean this document, all amendments made from time to time to the provisions herein and all Rules and Regulations made under the provisions herein as from time to time amended.

“**Delegate**” means any person appointed in writing to appear on behalf of a Member at any Annual General Meeting or Special Meeting.

“**Deputy Chairman**” means the person appointed to occupy the position of the deputy chairman of the Board.

“**Director**” includes any person occupying the position of a director of the Society

“**Directors**” means all or some of the Directors acting as the Board.

“**Membership**” shall mean any person admitted as a Member of the ‘**ATENISI INSTITUTE**’ in accordance with these Rules;

“**Member**” means a member of the Society;

“**Office**” means the Society's registered office;

“**Officers**” shall mean the Chairman, Vice Chairman, Secretary/Treasurer and any other Director of the Board;

“**Office Holder**” means an elected officer, director or the senior executive officer of the **Society**;

“**Register**” means the Register of Members of the Society;

“**Rules**” means the rules of this Constitution.

“**Secretary/Treasurer**” means the person elected to the Board to occupy the position of the secretary and treasurer of the Society;

“**Student**” means any student of the University who retains ordinary Membership of either PARSAs or the Association;

“**The Society**” means ‘**ATENISI INSTITUTE**’.

1.1 In this Constitution, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice-versa;
- (b) words importing any gender include the other genders;
- (c) headings are for ease of reference only and do not effect the construction of this Constitution.

The **Society** is established for the purpose set out in this Constitution.

### NAME

2. The name of the Society shall be “**ATENISI INSTITUTE** Incorporated”.

### REGISTERED OFFICE

3. The registered office of the ‘**ATENISI INSTITUTE**’ shall be situated at Nuku'alofa or such other address as the ‘**ATENISI INSTITUTE**’ may from time to time nominate. Due notice of every change of office shall be given to the Registrar.

### OBJECTS

4. The objects of the ‘**ATENISI INSTITUTE**’ shall be:

- (a) To foster, develop, extend and govern Tertiary Education in the '**ATENISI INSTITUTE** within the Kingdom of Tonga and in pursuance of this objective to approve the remuneration of officials and employees in the Institute under those circumstances where the **Society** feels such remuneration is necessary or desirable for the general good of Tertiary Education in the Kingdom of Tonga.
- (b) To foster excellence, equity and ethics in learning, teaching, research and scholarship, and in so doing serve our regional, national and international communities.
- (c) Commitment to the development of students, with the vision that embraces academic, professional, vocational and community education and research, to an internationally respected standard.
- (d) To effect equitable opportunities and outcomes for the diverse communities the Institute serves.
- (e) To maintain a healthy and dynamic work environment for staff that nurtures contribution, innovation and development.
- (f) To conduct research which informs, and is informed by, learning, teaching and professional practice.
- (g) To develop local and international partnerships with communities, professions, businesses and other educational providers.
- (h) To ensure prudent use of public resources and maintain the ongoing viability of the Institute.
- (i) To generate additional resources through teaching, research and consultancy to support the achievement of the goals of the Institute.
- (j) To provide students with high quality, challenging and personally enriching learning experiences that develop capability, opportunity and lifelong career potential.
- (k) to bring together the **Members, Affiliates** and others for the purpose of achieving the above.
- (l) All the income and property of the **Society** shall be applied solely towards the promotion of the objects of the **Society** set forth in this Constitution, and the **Society** has no power to pay or transfer any portion thereof, directly or indirectly, to the **Members** or **Affiliates** except for grants of income for the purpose of carrying out the objects herein.
- (m) To operate, administer and develop the '**ATENISI INSTITUTE** in a manner and form consistent with, and in recognition of, the legacy of the founding member 'Ilaisa Futa-'i-Ha'angana Helu. The objects herein and the execution thereof as guiding principles of the '**ATENISI INSTITUTE** shall be adhered to insofar as they are consistent with the legacy and fundamental principles of the founding member. (See Attachment A).

## POWERS

- 5.1 To be better able to carry out its objectives the **Society** shall have the following powers:
- (i) To purchase, take on lease or exchange hire or otherwise acquire any real or personal property or any rights and privileges in connection therewith and to hold, improve, manage, develop, let or lease, sell, exchange or otherwise dispose of any such property rights or privileges.
  - (ii): To construct, build, alter, improve, enlarge, pull down, remove or replace any buildings or other improvements which may be in upon and about any of the real or leasehold property of the **Society**.
  - (iii) To borrow or raise money in such manner as the **Society** may think fit and to secure the repayment thereof by the issue of debentures or by mortgage or charge upon the whole or any part of the property or assets of the **Society** (whether present or future) and to purchase, redeem or pay off any such securities.
  - (iv) To lend and advance money or to give guarantees or become surety for the payment of moneys for the performance of the contracts or obligations of any Affiliated Body, Association or **Member**.
  - (v) To accept of refuse donations, subscriptions, legacies, conveyances and endowments either of money or of property both real and personal and either absolutely or conditionally or in trust

and to apply the same or the income thereof for any of the objects of the **Society** or for any special object that the '**ATENISI INSTITUTE** may determine;

- (vi) To invest and deal with the moneys of the **Society** not immediately required in such a manner as may from time to time be determined and in particular to invest the same on mortgage or purchase of real, leasehold or personal property or securities or by depositing the same with any bank at interest and such investments from time to time may vary.
- (vii) To do any or all of the acts aforesaid or exercise all or any of the powers conferred upon the **Society** jointly with any person, partnership, corporation company or **Society** and to become jointly or severally liable with such person, partnership, corporation, company or **Society** (whether incorporated or otherwise) on any contract or obligation in connection therewith.
- (viii) Subject to the rules herein, to make and/or adopt rules and/or by-laws for the management, control and regulation of the **Society** and the **Members** of the Board and employees, and to make and/or adopt rules and/or by-laws for the management, operation and administration of the **Institute** in the Kingdom of Tonga.

## **MEMBERSHIP**

6.1 The number of **Members** for the **Society** is unlimited, and the **Members** shall consist of:

6.1.1 Membership in the following four classes:

- (a) Members;
- (b) Affiliates;
- (c) Honorary Members;
- (d) Life Members;

6.1.2 Notwithstanding the foregoing, it shall be acknowledged at all material times that the Founder of the '**ATENISI INSTITUTE** is 'Ilaisa Futa-'i-Ha'angana Helu and that his position as a **Member** is regarded as an **Honorary Life Member** of the '**ATENISI INSTITUTE**.

6.1.3 It shall be recognized that, in the event of the death or incapacity of 'Ilaisa Futa-'i-Ha'angana Helu, 'Ilaisaane Sisi'uno Helu-Langi shall succeed 'Ilaisa Futa-'i- Ha'angana Helu and be a **Member** of the '**ATENISI INSTITUTE** and shall have all the rights afforded the **Founder** as set out hereunder. It shall further be recognized that, in the event of the death or incapacity of 'Ilaisaane Sisi'uno Helu-Langi, Niulala Vakaola Helu shall succeed 'Ilaisaane Sisi'uno Helu-Langi and be a **Member** of the '**ATENISI INSTITUTE** and shall have all the rights afforded the **Founder** as set out hereunder. In the event of the death or incapacity of both 'Ilaisaane Sisi'uno Helu-Langi and Niulala Vakaola Helu, a member of the immediate family of the Founder, to be nominated by the Founder's immediate family, shall succeed 'Ilaisa Futa-'i-Ha'angana Helu and be a **Member** of the '**ATENISI INSTITUTE** and shall have all the rights afforded the **Founder** as set out hereunder.

6.1.4 The classes of member shall have the rights respectively afforded to them by this Constitution.

6.2 The **Members** shall be:

6.2.1 the subscribers to this Constitution ("the Subscribers"); and

6.2.2 any other persons, corporations or organizations (incorporated or not incorporated) who or which the **Board** recommends for admission to Membership in accordance with this Constitution, which recommendation shall be considered and determined at an Annual General Meeting or Special Meeting.

6.3 Qualification of **Members**

6.3.1 Any person or body (whether incorporated or not incorporated) in accordance with these Rules or By-Laws of the '**ATENISI INSTITUTE**, registers their application in writing with the '**ATENISI INSTITUTE** in any calendar year to participate in any Annual General Meeting or Special Meeting, which person or body is recommended by the **Board of Directors** to be considered at an Annual General Meeting or Special Meeting, may apply to be a **Member** of the '**ATENISI INSTITUTE**.

6.4 Qualification of **Affiliates**

- 6.4.1 Any body (whether incorporated or unincorporated) which has developed or organized a structure for the administration of an Educational Institute or any legal entity which has contained in its Charter, Constitution, Rules or By-Laws provision for endowment and charitable objectives for the betterment of education, in Vava'u, Ha'apai, 'Eua, the Niua or overseas, may apply to be an **Affiliate** of the '**ATENISI INSTITUTE**.
- 6.4.2 The participants at an Annual General Meeting or Special Meeting may in their discretion at any time cancel **Membership** of any **Affiliate**.
- 6.4.3 Each **Affiliate Member** shall adopt such rules and by-laws, not being inconsistent with these **Rules**, for the management of its affairs and the appointment and the duties of its officers as it may consider necessary but before any such rule and by-laws, or any addition or amendment thereto shall be enforceable or effective the same shall be approved by the participants at an Annual General Meeting or Special Meeting.
- 6.4.4 The participants at an Annual General Meeting or Special Meeting may require any **Affiliate Member** to adopt or change any rule or rules if in the interest of the '**ATENISI INSTITUTE**, it thinks fit to do so and the **Affiliate Member** shall act accordingly.
- 6.5 **Qualification of Life Member**  
Any person who having completed at least a minimum number of years continuous service, or such service deemed appropriate by the **Board of Directors** and endorsed by Annual General Meeting, as an employee and/or Office Holder of a **Member, Affiliate** or **Honorary Member** of the '**ATENISI INSTITUTE**.
- 6.6 **Qualification of Honorary Member**  
Any person or body (whether incorporated or unincorporated) who are involved directly or indirectly in the administration of Education in Tonga or overseas may apply to be an **Honorary Member** of the '**ATENISI INSTITUTE**.
- 6.7 **Application to be a Member, Affiliate or Honorary Member**
- 6.7.1 An application to be a Member, Affiliate or Honorary Member of the '**ATENISI INSTITUTE**:
- (a) shall be made in writing in such form as the '**ATENISI INSTITUTE** may determine;
  - (b) shall specify whether the applicant seeks to be admitted as a **Member, Affiliate** or **Honorary Member**;
  - (c) shall be lodged with the **Secretary** of the **Board of Directors** for the '**ATENISI INSTITUTE**;
  - (d) The **Secretary** shall refer the application to the next meeting of the **Board of Directors** which application shall be referred to the Annual General Meeting or Special Meeting for consideration.
  - (e) If the application is approved the **Secretary** shall notify the applicant of that approval and request the applicant to pay within one month any amounts payable hereunder as an entrance fee or annual subscription, providing such fee or subscription is not prohibitively high. Upon payment by the applicant of any amounts required to be paid hereunder, or in accordance with the By-Laws of '**ATENISI INSTITUTE**, the **Secretary** shall enter the applicant's name in the register of **Members** and, upon the name being entered, the applicant becomes a **Member, Affiliate** or **Honorary Member** as appropriate.
- 6.8 **Ceasing to be a Member, Affiliate or Honorary Member**  
A **Member, Affiliate** or **Honorary Member** ceases to be a **Member, Affiliate** or **Honorary Member** if he, she or it resigns under Article 6.9 or is expelled from the '**ATENISI INSTITUTE** under Article 21 herein.
- 6.9 **Resignation**  
A **Member, Affiliate** or **Honorary Member** who has paid all amounts (if any) payable in respect of its **Membership** of the '**ATENISI INSTITUTE** may resign from the '**ATENISI INSTITUTE** by giving not less than one month's notice in writing to the **Secretary** of their or its intention to resign and upon the expiration of the period of notice, the **Member, Affiliate** or **Honorary Member** ceases to be a **Member, Affiliate** or **Honorary Member**.

Where a **Member, Affiliate or Honorary Member** resigns, the **Secretary** shall make an appropriate entry in the register of **Members** recording the date of resignation.

- 6.10 In the case of any **Member, Affiliate or Honorary Member** whose subscription is in arrears and unpaid for more than three years from the date prescribed by the **Board of Directors**, the **Secretary** shall cause to be sent to the last address of the **Member, Affiliate or Honorary Member**, a notice requiring payment within one month and failing such payment the **Member, Affiliate or Honorary Member** shall cease to be a member of the '**ATENISI INSTITUTE** and shall be so advised in writing by the **Secretary**. Such **Member, Affiliate or Honorary Member** may be reinstated by a resolution at an Annual General Meeting or Special Meeting upon terms to be decided by the Meeting.

## OFFICERS

- 7.1 The Officers of the '**ATENISI INSTITUTE** shall be:
- (a) **President** (elected at the Annual General Meeting).
  - (b) **Vice President** (elected at the Annual General Meeting).
  - (c) **Chairman of the Board of Directors** (elected at the Annual General Meeting).
  - (d) **Vice Chairman of the Board of Directors** (elected at the Annual General Meeting).
  - (e) **Secretary** (elected at the Annual General Meeting).
  - (f) Three **Directors of the Board** (elected at the Annual General Meeting).
  - (g) Any further **Directors or Officers** that may be elected by Annual General Meeting.
- 7.2 Nominations for officers may be made by any **Member** and must be in writing and lodged with the **Secretary** no later than twenty-one (21) days before the date set for the Annual General Meeting.
- 7.3 All **Officers** shall vacate their posts at the Annual General Meeting at which the Constitution is ratified but may stand for re-election.
- 7.4 The **President** shall preside at the Annual General Meeting of the '**ATENISI INSTITUTE**, in his absence the **Vice President** and in the absence of both such other officer of the '**ATENISI INSTITUTE** as those present may appoint to preside.
- 7.5 Vacancies in any of the offices of the **President, Vice President** or elected **Members of the Board of Directors** may be filled by appointment of the **Board of Directors**, subject to the appointment being confirmed at the next Annual General Meeting.

## BOARD OF DIRECTORS

8. Membership of the **Board of Directors**:
- 8.1 On 16 July 2008, the **Founder** devolved the directorship of '**ATENISI INSTITUTE** to an interim **Board of Directors**. (See Attachment B) Until a **Board of Directors** is selected and empowered under these Rules, the interim **Board of Directors** shall be recognized as director of '**ATENISI INSTITUTE**, and directives and documents signed by its appointed officers shall be binding. Moreover, these **Rules** may not be implemented until the interim **Board of Directors** devolves its powers in conformity with these **Rules**.
- 8.2 The **Board of Directors** shall consist of the **Chairman, Vice Chairman, Directors** (or Officers appointed in accordance with clause 6.1 herein), and **Secretary** elected at the Annual General Meeting. Notwithstanding the foregoing, the **President** and **Vice President** may participate in **Board of Directors'** meetings.
- 8.3 **Members** of the **Board of Directors** must exercise their discretion and vote independently and impartially of any association he or she has with the **Society**.
- 8.4 The **Board of Directors** may, by a majority of those entitled to vote, expel any officer of the '**ATENISI INSTITUTE** who in their opinion has during the previous six months brought the '**ATENISI INSTITUTE** into disrepute. No person who is the subject of such a motion under this rule shall be entitled to vote on such a motion.

## BUSINESS OF THE BOARD OF DIRECTORS

- 9.1 The Board of Directors:
- 9.1.1 shall meet at least twice annually
  - 9.1.2 shall manage the funds and affairs of the '**ATENISI INSTITUTE**
  - 9.1.3 shall be responsible for implementing the policy of the '**ATENISI INSTITUTE** and for making all administrative decisions, and
  - 9.1.4 incur such liabilities and do such acts as it deems necessary or expedient for carrying into effect the objects of the '**ATENISI INSTITUTE**.
- 9.2 Meetings of the **Board of Directors** may be convened by the **Chairman** or by any two elected Board **Members**, but no particular form of notice shall be necessary so long as it specifies the business in general terms.
- 9.3 The **Board of Directors** may delegate any of its functions to any **Director** or authorized person. The functions delegated to any **Director** or authorized person shall be, but not limited to, any of the following:
- (a) shall take responsibility for the implementation of the agreed strategic plan and policies.
  - (b) Maintain and develop relationships with sponsors, charitable institutions, donors, and the media.
  - (c) Discuss and negotiate on behalf of the **Board of Directors** appropriate terms and conditions for commercial arrangements that are in the best interests of the '**ATENISI INSTITUTE**.
  - (d) Be responsible for staff, and conditions of employment and performance management.
  - (e) Attend all the meetings of the '**ATENISI INSTITUTE** and ensure the keeping of Minutes of the proceedings, the reading and filing of all communications and other papers, the issuing of notices of meetings when directed, and the conducting of the correspondence of the '**ATENISI INSTITUTE**.
  - (f) Collect and account for all dues and funds, and disburse all moneys of the '**ATENISI INSTITUTE** under the authority of the **Board of Directors**.
  - (g) Attending as representative of the '**ATENISI INSTITUTE** to national, regional and international meetings for Educational purposes with such other **Members** designated by the **Board of Directors**.
  - (h) Any other duties as are determined by the **Board of Directors** from time to time.
- 9.4 The **Board of Directors** may form sub-committees for particular purposes and may co-opt **Members** to such sub-committees. Any decision of such sub-committees shall be subject to ratification by the **Board of Directors**.
- 9.5 A resolution of the **Board of Directors** may be vetoed at any time by the founding member if it is considered not in the best interests of the '**ATENISI INSTITUTE** and does not conform to the legacy and purposes with which the '**ATENISI INSTITUTE** was originally established.

## **FINANCES OF THE 'ATENISI INSTITUTE**

- 10.1 The financial year of the '**ATENISI INSTITUTE** shall commence on the first day of January and close on the last day of December in each year.
- 10.2 The Bankers of the '**ATENISI INSTITUTE** shall be the bank or banks decided by the **Board of Directors** from time to time.
- 10.3 All the moneys belonging to or received by the '**ATENISI INSTITUTE** shall be paid to the bank account of the '**ATENISI INSTITUTE**; notwithstanding, each established component of the Institute – i.e., the University, the High School, and the Performing Arts Foundation – may, for its own purposes consistent with these **Rules**, separately collect funds, maintain its own ledger, and retain its own bank accounts.
- 10.4 All accounts must be passed for payment by the **Board of Directors** or a duly appointed sub-committee thereof.
- 10.5 The **Board of Directors**, at its first meeting following the Annual General Meeting each year, shall appoint from amongst the Board four signatories for the '**ATENISI INSTITUTE** cheque account. All cheques must be signed by any two signatories.

- 10.6 The book of accounts of the '**ATENISI INSTITUTE**' shall be audited by the Auditor who shall have the power to call for the production of all books, papers, accounts, and documents relating to the affairs of the '**ATENISI INSTITUTE**' at any time.
- 10.7 Subscriptions must not be prohibitively high in cost. They will be payable by each **Member** annually and shall be due and payable by the first of February each year, or at a time prescribed by the **Board of Directors**. In the event of non-payment of subscriptions by the due date the defaulting **Member** shall cease to have a voice or vote at the Annual General Meeting or any Special Meeting of the '**ATENISI INSTITUTE**' until such time as the outstanding subscriptions have been paid.
- 10.8 The amount of subscriptions shall be determined by Annual General Meeting or Special Meeting no later than the last day of November each year preceding the next Annual General Meeting, or such time to be determined by the Annual General Meeting or Special Meeting.

### **VOTING**

11. Voting at the Annual or Special Meetings of the '**ATENISI INSTITUTE**' shall be as follows:
  - 11.1 At the commencement of an Annual General Meeting in which this Constitution is endorsed and ratified by the signatories hereunder, the **Members** hereto shall be entitled to one vote each.
  - 11.2 All **Members** who have paid their annual subscription fees in the Calendar year preceding the next AGM, shall also have one vote.
  - 11.3 All **Affiliates, Honorary Members** and **Life Members**, or their appointed delegates who are entitled to attend Annual General Meetings and Special Meetings, shall not have any voting rights at the said meetings.
  - 11.4 The Founder, formerly referred to as an **Honorary Life Member** at clause 6.1.2 herein, 'Ilaisa Futa-'i-Ha'angana Helu together with his successor or heir shall have the exclusive right to an overriding vote, or right of veto on any resolution approved by any Annual General Meeting or Special Meeting.

### **DELEGATES**

- 12.1 On the appointment of any delegate or delegates to the Annual and Special Meetings of the '**ATENISI INSTITUTE**', notice thereof and any rescission or alteration, as the case may require, shall be forwarded to the **Secretary** or any **Member** of the Board in writing, and until receipt of such notice no person claiming to be a delegate shall be recognized as such, and until notice of such rescission or alteration is received by the **Board of Directors**, any previous appointment shall be deemed to be still in force.
- 12.2 The **Board of Directors** shall not be concerned to inquire into the regularity of any appointment of any delegate, unless such appointment is challenged within one month of the receipt of such written notice by the **Secretary** or any **Member of the Board**.

### **QUORUM**

13. The quorum of the **Board of Directors** shall be the number equal to one half of the number of **Members** elected at Annual General Meeting, and the quorum of any Annual Meeting, or Special General Meeting, shall be a number equal to one third of the number entitled to be present.

### **MEETINGS**

14. A meeting of the '**ATENISI INSTITUTE**' and/or of the **Board of Directors** shall be held at such place as the **Board of Directors** may from time to time decide.



## ANNUAL GENERAL MEETINGS

- 15.1 The Annual General Meeting of the '**ATENISI INSTITUTE**', which is the highest decision making body of the '**ATENISI INSTITUTE**', shall be held within the last two weeks of the month of March in each calendar year to receive the report and audited balance sheet of the **Board of Directors** for the preceding year and to elect officers. The report of the **Board of Directors** and the report of the financial statement of the Board shall be forwarded to each **Member, Affiliate, Honorary Member** or **Life Member** at least 14 days before the Annual Meeting.
- 15.2 Each **Affiliate** shall supply to the **Board of Directors** if required, a copy of its Annual Report and Balance Sheet, together with a list of officers for the ensuing year, within seven days of the Annual Meeting.
- 15.3 The President, Vice President, together with **Members** of the **Board of Directors** and a **Member**, or any **Affiliate, Honorary Member** or **Life Member**, or their appointed Delegate shall attend to transact the business of the Annual Meeting or any Special Meeting, introduce any extraordinary business provided not less than two weeks written notice thereof shall have been given to the **Secretary** or any **Director of the Board**.
- 15.4 In order to promptly respond at a pivotal moment to a developing challenge confronting the Institute, the Founder may postpone the Annual General Meeting for up to six months and, on reasonably short notice, convene a Special General Meeting to act in its place.

## SPECIAL GENERAL MEETINGS

- 17.1 A Special General Meeting of the '**ATENISI INSTITUTE**' shall be convened by the **Secretary** or any **Director**" of the Board on receipt of a written request specifying the objects of such meeting, signed by three **Members** of the **Board of Directors**, or by at least three **Members** or when requested so to do, by the **Board of Directors**.
- 17.2 All Special General Meetings shall be called by circular addressed to each member of the **Board of Directors** and **Member**, after seven days notice being given. A notice stating the business to be brought before any Special General Meeting shall be forwarded to each member of the **Board of Directors** and **Member**, at least seven days before the date of the meeting except in the case of business deemed by the **President** to be urgent, in which case such reasonable notice shall be given as the **President** thinks fit.

## ALTERATIONS TO RULES

18. These **Rules** shall not be altered, varied, rescinded or added to except by a majority of at least 75% of the persons attending and entitled to vote at an Annual General Meeting or a Special Meeting.

## SEAL

19. The Seal of the '**ATENISI INSTITUTE**' shall be kept at the registered office and any person authorized by the **Board of Directors** shall affix the same to such documents as the **Board of Directors** from time to time directs.

## MISCONDUCT

- 20.1 For the purpose of these **Rules**, "misconduct" includes conduct which would be considered by an informed and impartial observer to be improper behaviour in that it hindered or unduly detracted from the '**ATENISI INSTITUTE**'s fulfilment of its constitutional functions, or tends to bring the '**ATENISI INSTITUTE**' into disrepute.
- 20.2 In the event of any misconduct during the previous six months by any **Member, Official, Student or Employee** whilst under the control of '**ATENISI INSTITUTE**', the **Board of Directors** may hold an enquiry and accord such punishment as it deems appropriate, including suspensions or disqualification from involvement in the '**ATENISI INSTITUTE**', and the decision of the **Board of Directors** shall be binding on all persons concerned.
- 20.3 In addition to the foregoing, the **Board of Directors** shall have the powers:

- (a) to suspend or cancel the affiliation of any **Affiliate** and to suspend or disqualify any **Member**, for a breach of these **Rules**, or for doing anything over the previous six months which in the opinion of the **Board of Directors** has brought discredit upon the '**ATENISI INSTITUTE**.
  - (b) to suspend or disqualify any officials of any **Affiliate** for any breach of these Rules or for doing anything which in the opinion of the **Board of Directors** may bring discredit upon the '**ATENISI INSTITUTE**.
- 20.4 Notwithstanding the foregoing, the **Board of Directors** may delegate the functions prescribed above to a properly constituted sub-committee in accordance with article 8.4 herein, to examine any breach of rules of the '**ATENISI INSTITUTE**, or any breach of by laws approved from time to time by the **Board of Directors**.

### **FORFEITURE OF SEAT**

21. The seat of any **Officer** of the '**ATENISI INSTITUTE** shall be forfeited if he votes on any contract, or work done for the '**ATENISI INSTITUTE** with which he is connected, or which he is financially interested.

### **APPEALS**

22. The **Board of Directors** shall be a Board of Final Appeal for all Officials, Employees, or Students to decide upon all questions of dispute between **Members** relating to the '**ATENISI INSTITUTE** or the management of the affairs of any **Affiliate**. All appeals shall be conducted in accordance with such by-laws as the **Board of Directors** may from time to time lay down.

### **PECUNIARY GAIN**

- 23.1 No **Officer** or **Member** of the '**ATENISI INSTITUTE** shall derive any pecuniary gain from any property or the operations of the '**ATENISI INSTITUTE** except as a salaried officer or in accordance with these Rules or any by-laws made under them.
- 23.2 The '**ATENISI INSTITUTE** may from time to time make such by-laws as it thinks fit governing the payment of fees and other payments to any person.
- 23.3 The **Board of Directors** may from time to time authorize such reasonable payments as it thinks fit to reimburse any member of the **Board of Directors** or any other authorized person in the administration of the '**ATENISI INSTITUTE**'s affairs.

### **DISSOLUTION**

24. In the event of the dissolution by the Registrar or winding up of the '**ATENISI INSTITUTE**, the **Board of Directors** shall realize the assets and shall pay all the liabilities of the '**ATENISI INSTITUTE**. The surplus funds, if any, shall be used towards a fund enabling scholarships for recent graduates of Tongan high schools wishing to study at universities overseas.

### **AUDITOR**

25. The **Board of Directors** may from time to time appoint an auditor or auditors to inspect the books and provide assessment of the financial reports of the '**ATENISI INSTITUTE**, to be delivered to all persons attending the Annual General Meeting.

### **AWARDS**

- 26.1 The '**ATENISI INSTITUTE** may at Annual General Meetings confer upon suitable persons any award or may confer accreditation and may make to those persons such presentation or accord to them such privileges as it thinks fit.
- 26.2 The **Board of Directors** may from time to time by resolution confer upon suitable persons other Awards and may make to them such presentations or accord to them such privileges as it thinks fit, the Awards being designed for the appropriate recognition of and the extension of protocol to any person.

# ATTACHMENT A

Agenda, objects, and vehicles of **ATENISI INSTITUTE** consistent with the fundamental principles of the **Founder** are as follows:

## AGENDA

- To foster the development of critical skepticism, intellectual autonomy, rationality, logical analysis, and, where appropriate, scientific methodology in the Pacific Islands;
- To foster the development of autonomous institutions in the Pacific Islands, specifically intellectual independence from religious and political institutions;
- To deepen appreciation of European civilization among the people of the Pacific Islands, including improving their proficiency in the English language and their appreciation of European literature, drama, music and opera;
- To deepen global appreciation of the wisdom and art of the people of the Pacific Islands.

## OBJECTS

- To offer secondary and tertiary instruction based in the traditional disciplines within the natural sciences, social sciences, humanities, and arts, with an emphasis on the interaction between theory and practice in these disciplines;
- To assist professional proficiency by pointing secondary and tertiary education towards the eventual attainment of postgraduate and professional degrees;
- To maintain discrete colleges of both the Performing Arts and Arts & Sciences, to be supplemented, when appropriate, by discrete colleges instructing technology, applied science, commerce, and the vocational trades.

## VEHICLES

- To regard philosophy as the mother of theory guiding the traditional disciplines;
- Exclude academic courses confined to subcultures defined by gender, race, religion, or sexual orientation;
- Forbid dedicated religious spaces on its property and – except as invited to grace a specific public event – religious exercises of any kind;
- Permit the established components of the Institute – i.e., the University, the High School, and the Performing Arts Foundation – to operate autonomously within the Institute as a means of guaranteeing academic and artistic freedom.

# ATTACHMENT B



## 'Atenisi Institute'

'Atenisi University • 'Atenisi Highschool • 'Atenisi Foundation for Performing Arts • 'Atenisi Service

P.O.Box 90, Nuku'alofa  
Kingdom of Tonga, South Pacific  
Telephone: 24819 or 25034  
Facsimile: (+676) 24819  
Electronic mail: thedean@atenisi.edu.to  
Webpage: www.atenisi.edu.to



### Memorandum of understanding 'Atenisi board of directors.

The board of directors is the legal representation of 'Atenisi institute, empowered to engage in any financial transaction, including daily finances as well as sale or purchase affecting the assets of the institute.

We, who have subscribed below, will assume the duties belonging to the directorship:

name	place	Signature, date	witness
Sisi'uno Helu	Halaano	<i>[Signature]</i> 15.07.2008	<i>[Signature]</i>
Kik Velt	Fasi & afi	<i>[Signature]</i> 16 July 2008	<i>[Signature]</i>
Tyron Langi	Kapeta	<i>[Signature]</i> 15.07.2008	<i>[Signature]</i>
ADVISOR (NON-VOTING)			
Futa Helu	Halaano	<i>[Signature]</i> 16.07.2008	<i>[Signature]</i>

#### Election of officers:

16 JUL 2008

The following officers were elected:

President: Sisi'uno Helu

Treasurer (acting president when the president is absent): Kik Velt

Secretary: Tyron Langi



#### Statement of release:

I the undersigned, 'Ilaisa Futa Helu, declare that I have retired from the directorship of 'Atenisi institute and transferred all privileges and duties of it to the board of directors mentioned above. I also declare that any historic document pertaining to the institute shall henceforth be considered under the jurisdiction of this board.

'ILAISA FUTA-O-HAANGANA HELU (signature) *[Signature]* 16/07/08 (date) *[Signature]* (witness)