

Affiliate Organisation Member Application Form

Affiliate Organisation

| A. Applicant declaration | | | |
|-------------------------------------------------------------------------------------------------------------------|--|--|--|
| I, full name | | | |
| in my capacity as position title | | | |
| of name of organisation | | | |
| hereby apply for AbSec Affliciate Organisation Membership and confirm | | | |
| that I am authorised to | | | |
| Affliciate Organisation membership is applicable to: organisations that do not qualify for Category A membership. | | | |
| | | | |
| B. Applicant contact information | | | |
| Email address: | | | |
| Mobile: | | | |
| I am (tick all that apply): | | | |
| Aboriginal Torres Strait Islander South Sea Islander None of the above | | | |
| 18 years of age and over | | | |

C. Organisation contact information Website: ABN: Street address: Suburb: Post code: Billing address: leave blank if it is the same as the street address Suburb: Post code: D. Applicant description Please briefly explain why your organisation wants to join AbSec and how your work aligns with and supports AbSec's objectives and interests.

E. Affliciate Organisation Membership

AbSec offers Affliciate Organisation membership at various levels, tailored according to your organisation's annual turnover. Upon successful application, you will be required to pay a \$1,000 joining fee, and the annual fee applicable to your turnover bracket as listed below.

Please select the appropriate category and attach a copy of your most recent Annual Report with this application.

| | Organisational turnover | Annual fee | Total sign-up cost Joining fee + Annual Fee |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------|------------------------------------------------|
| | Less than \$2M | \$350.00 | \$1,350.00 |
| Affiliate | \$2M to \$8M | \$500.00 | \$1,500.00 |
| Organisation | \$8M to \$25M | \$750.00 | \$1,750.00 |
| | Over \$25m | \$1,000.00 | \$2,000.00 |
| | | | |
| Fee Waivers | | | |
| In special circumstances, fee reductions or waivers may be available. If you believe you qualify and wish to apply for a fee adjustment, please indicate this by checking the box below and providing the necessary supporting documentation. | | | |
| I wish to apply for my fees to be waived/reduced, and have attached written information | | | |

F. Application requirements

supporting this request.

| mav | e. |
|-----|--------------------------------------------------|
| | provided a copy of the most recent Annual Report |
| | completed the Media Consent form. |

G. Membership declaration I declare that I/the Organisation: agree to adhere to the Code of Conduct. will pay any applicable joining and annual membership fees. have disclosed any potenital conflict of interest using the AbSec Annual Disclosure of Potential Conflict of Interest/s form. H. Agreement and submission I certify that the information provided is accurate and authorised for submission. I acknowledge that AbSec may contact me regarding this application form. Name of person submitting this application Signature Date Electronic signature accepted as per the Electronic Transactions Act 2000 (NSW). I. How to submit this nomination Please return the completed form via: • email: memberships@absec.org.au or mail: 21 Carrington Road, Marrickville NSW 2204

Please ensure all sections of this form are completed. Incomplete forms may delay or prevent the processing of your membership application.

Privacy Statement

Personal information is collected for the purposes of administering the affairs and communicating with members of AbSec – NSW Child, Family and Community Peak Aboriginal Corporation and AbSec Learning and Development Centre Pty Ltd. It is handled in accordance with the Australian Privacy Principles. For further details see AbSec's Privacy Policy.



Becoming an AbSec Member **Media Consent**

We tailor our communication to suit your preferences and needs.

| | e select which of the following newsletter categories you would like your organisation to opt-out ease note that if you do not select, you will be automatically subscribed to the below newsletters: |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Events Receive updates on AbSec NSW events and relevant sector happenings, including wrapup reports and access to event galleries. |
| | CEO Messages Receive insights directly from our CEO, including high-level industry updates and significant organisational milestones. |
| | Advocacy & Research Stay informed on the vital advocacy work AbSec NSW is undertaking on behalf of the sector and the latest research findings. |
| | Sector Strengthening Opt-in for monthly briefings on initiatives aimed at enhancing our sector, including updates on government and philanthropic funding rounds. |
| Avoid | missing out! Ensure our emails reach you by marking our domain as a safe sender. Additionally, please check |
| 71010 | missing out. Endate out emails reach you by marking our domain as a safe school. Additionally, please check |

your spam folder, add us to your contacts, and adjust your filters to keep up with the latest from AbSec NSW.

If you're a Microsoft Outlook user, follow the instructions below to add our domain to your list of safe senders.

Click here if you use Microsoft Outlook

Consent brief

As an integral member of AbSec NSW, your involvement in our activities is crucial. We use member photos and videos for communication purposes, including newsletters, reports, social media, and promotions.

By signing this agreement, you allow AbSec NSW to use your images, videos, and voice in our media indefinitely. This consent is voluntary; you can opt out at any time.

We use these media materials to promote and explain AbSec NSW's activities, including education, fundraising, and advocacy. Media may be featured in reports, promotional materials, website content, social media and may be reproduced and distributed in any format.

Please note, there's no financial compensation for the use of this media.

You can withdraw your consent at anytime in writing. Once received via post or email we will stop using your media in future materials. However, we cannot remove it from existing publications.

| Agreement and submission | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------|--|
| I give permission for AbSec to use media take of myself/members of my organisation. I acknowledge that AbSec may contact me regarding this form. | | |
| | | |
| Name of person submitting this application | | |
| | | |
| Name of Organisation (if applicable) | | |
| | | |
| Signature | Date | |

Electronic signature accepted as per the Electronic Transactions Act 2000 (NSW).

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Becoming an AbSec Member Code of Conduct

AbSec Affiliate members share our vision that all Aboriginal children and young people are looked after in safe, thriving Aboriginal families and communities, and are raised strong in spirit and identity, with every opportunity for lifelong wellbeing and connection to culture.

AbSec Affiliate members are united in the belief that Aboriginal children, young people, families, carers and communities should be supported to:

- Have their voices heard and their views taken into account;
- · Achieve their goal of self-determination;
- Take the lead role in creating a safe, secure and caring environment for Aboriginal children and young people, as well as Aboriginal people living with disability and their families.

By joining AbSec as an Affiliate member, you agree to:

- 1. Adhere to the policy positions and values developed by AbSec in partnership with Aboriginal Community Controlled Organisations (ACCOs), and demonstrate your commitment to these through everyday actions;
- 2. Have and uphold robust standards which protect children who come into contact with your work (not applicable if your work does not involve children in any way);
- 3. Place the welfare of children and vulnerable people at the utmost importance in your work (not applicable if your work does not involve children in any way);
- 4. Behave honestly and with integrity in your communication and dealings with AbSec;
- 5. Treat everyone with respect and courtesy when speaking about or associating with AbSec, whether in person or online;
- 6. Disclose any potential conflict of interest in connection with your membership with AbSec;
- 7. Support AbSec to influence and amplify the concerns of Aboriginal children, families and communities, with respect for Aboriginal self-determination;
- 8. Comply with all State and Commonwealth laws regarding business and organisational standards, including but not limited to mandatory financial declarations and industrial relations laws (for organisations);
- 9. Notify AbSec of any reputational risks that may be caused by our association.

In being a member of AbSec, you agree to adhere to this Code of Conduct and uphold the values and principles that it embodies. You also agree to inform AbSec if at any time you can no longer meet the requirements of this Code.

AbSec reserves the right to terminate membership to address any behaviour that violate this Code.

| Agreement and submission | | |
|-----------------------------------------------------------------------------------------------------------|------|--|
| Agreement and submission | | |
| I agree to comply with AbSec Code of Conduct. I acknowledge that AbSec may contact me regarding this form | | |
| | | |
| Name of person submitting this application | | |
| | | |
| Name of Organisation (if applicable) | | |
| | | |
| | | |
| Signature | Date | |

Electronic signature accepted as per the Electronic Transactions Act 2000 (NSW).

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Conflict of Interest Policy

| Manual: | AbSec Policy Manual | | |
|---------------|---------------------|----------------|--------------|
| Category: | Human Resource | Policy Number: | AP 003 |
| | Management | | |
| Date Revised: | July 2019 | Review Period: | July 2021 |
| Endorsed by: | AbSec Board | Date Endorsed: | 18 July 2019 |

Policy Position

Every decision made by the AbSec Board or employees must be impartial and in the best interests of the AbSec, its subsidiaries and member agencies. Every individual Board member and employee has a duty to ensure that his or her decisions reflect this responsibility.

This policy is designed to help Board members, and employees of AbSec identify situations that present potential conflicts of interest and to provide a procedure that, if observed, will allow a transaction to be treated as valid and binding even though a director or employee has or may have a conflict of interest with respect to the transaction.

In the event there is an inconsistency between the requirements and procedures prescribed herein and those in federal or state law, the law shall control.

Scope

This policy applies to **AbSec Board members** and **employees**.

Definitions

Defining Conflict of Interest

For purposes of this policy, the following circumstances shall be deemed to create Conflicts of Interest:

a. Outside Interests.

- An Agreement or Transaction between AbSec and a Responsible Person or Family Member.
- ii. An Agreement or Transaction between AbSec and an entity in which a Responsible Person or Family Member has a Material Financial Interest or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative.



b. Outside Activities.

- i. A Responsible Person competing with AbSec in the rendering of services or in any other Agreement or Transaction with a third party.
- ii. A Responsible Person's having a Material Financial Interest in; or serving as a board member, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative of, or consultant to; an entity or individual that competes with AbSec in the provision of services or in any other Agreement or Transaction with a third party.

c. Gifts, Gratuities and Entertainment.

A Responsible Person accepting gifts, entertainment, or other favors from any individual or entity that:

- i. does or is seeking to do business with, or is a competitor of AbSecor
- ii. has received, is receiving, or is seeking to receive a loan or grant, or to secure other financial commitments from AbSec
- iii. is a charitable organization;
- iv. under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Responsible Person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value that are not related to any particular transaction or activity of AbSec

Definition

- a. A "Conflict of Interest" is any circumstance described in Part 1 of this Policy.
- b. A "Responsible Person" is any person serving as an AbSec employee, including employees of subsidiaries agencies, or member of the AbSec board.
- A "Family Member" is a spouse, domestic partner, parent, child, or spouse of a child, brother, sister, or spouse of a brother or sister, of a Responsible Person.
- d. A "Material Financial Interest" in an entity is a financial interest of any kind that, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person's or Family Member's judgment with respect to transactions to which the entity is a party. This includes all forms of compensation.
- e. An "Agreement or Transaction" is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, or the establishment of any other type of pecuniary relationship by AbSec or its subsidiaries



The making of a gift to AbSec is not an Agreement or Transaction within the meaning of this document.

Specific Board definitions and obligations:

Fiduciary duty to the organisation, legally requires Board members to:

- i. have a very strong obligation of loyalty to the organisation
- ii. must not get any unauthorised benefit (profit) from your position, even unintentionally; and
 - iii. have a primary duty to your organisation this means members must not place their own interests ahead of the interests of your organisation (avoid conflicts of interest and duty);
 - iv. must not place your duty to anyone else ahead of your duty to your organisation (avoid conflicts of duty and duty)
 - v. Standing Board members must further understand the following definitions and responsibilities:

Pecuniary interests involves an actual or potential financial gain or loss, or other material benefits or costs

Non-pecuniary interests do not have a financial or other material component. (They may arise from personal or family relationships or involvement in sporting, social or cultural activities.)

Board member should take part in decisions in which he or she has an interest. Penalties can be imposed for breaches of the legislation. There can also be an action for a civil remedy if an organisation suffers a loss because of breach of fiduciary duty – refer to AbSec Board Charter

Responsibilities

All AbSec Board member and employees deemed as "a responsible person" are required to:

- Before board action on and Agreement or Transaction involving a Conflict of Interest, a
 board member having a Conflict of Interest and who is in attendance at the meeting shall
 disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the
 minutes of the meeting.
- A director who plans not to attend a meeting at which he or she has reason to believe that
 the board or committee will act on a matter in which the person has a Conflict of Interest
 shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The
 chair shall report the disclosure at the meeting and the disclosure shall be reflected in the
 minutes of the meeting.



- A person who has a Conflict of Interest shall not participate in or be permitted to hear the board's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- A person who has a Conflict of Interest with respect to an Agreement or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a conflict of interest may not vote on the Agreement or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the board of directors of AbSec has a Conflict of Interest when he or she stands for election as an officer or for re-election as a member of the board.
- Responsible Persons who are not members of the AbSec board, or who have a Conflict of
 Interest with respect to an Agreement or Transaction that is not the subject of board or
 committee action, shall disclose to the Chair, the Chair's designee (CEO) any Conflict of
 Interest that such Responsible Person has with respect to an Agreement or Transaction.
 Such disclosure shall be made as soon as the Conflict of Interest is known to the
 Responsible Person. The Responsible Person shall refrain from any action that may affect
 AbSec's participation in such Agreement or Transaction.
- In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the Chair or the Chair's designee, who shall determine whether there exists a Conflict of Interest that is subject to this policy.

Confidentiality

Each Responsible Person shall exercise care not to disclose confidential
information acquired in connection with such status or information the disclosure of
which might be adverse to the interests of AbSec. Furthermore, a Responsible
Person shall not disclose or use information relating to the business of AbSec for
the personal profit or advantage of the Responsible Person or a Family Member or
the Responsible Person's company.

Review of Policy

a. Each new Responsible Person shall be required to review a copy of this Policy and to acknowledge in writing that he or she has done so.



- b. Each Responsible Person shall annually complete a disclosure form identifying any relationships, positions, or circumstances in which the Responsible Person is involved that he or she believes could contribute to a Conflict of Interest arising. Such relationships, positions, or circumstances might include service as a director of or consultant to AbSec, or ownership of a business that might provide goods or services to AbSec
- c. Each Responsible Person should also disclose to the AbSec Board any potential Conflict of Interest that may arise during the course of the year between the submission of annual disclosure forms. Any such information regarding business interests of a Responsible Person or a Family Member shall be treated as confidential and shall generally be made available only to the Chair, the Chief Executive Officer, and any committee appointed to address Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.
- d. This policy shall be reviewed annually by each member of the board. Any changes to the policy shall be communicated immediately to all Responsible Persons.

Related documents

- AbSec Code of Conduct
- AbSec Board Charter
- AbSec Deeds of Indemnity Charter
- AbSec Fraud & Corruption Policy
- Annexure A: AbSec Annual Disclosure of Potential Conflicts of Interest form.



Declaration

| have read and | commit to the terms of this Policy. I am engaged in the following capacity with AbSec |
|---------------|---------------------------------------------------------------------------------------|
| | Employee |
| | Contracted party |
| | Board member |
| Name: | Date: |
| Signati | ıre: |



Annexure A: AbSec Annual Disclosure of Potential Conflicts of Interest

AbSec Annual Disclosure of Potential Conflict of Interest/s

| I | | (| (Print Name) hereby give notice to the AbSec Board that: |
|-------------------|--------------------|--------------------------------------------|-----------------------------------------------------------|
| | | | |
| | □ Do not nominate; | | |
| a potei | ntial dir | ect or indirect conflict of inter e | est relating to an: |
| | (a) | Outside Interests | |
| | (b) | Outside Activities | |
| | (c) | Gifts, Gratuities and Entertai | nment. |
| Please applica | • | e details of potential conflict inc | luding name of persons or entities or state 'NA' (not |
| | | | |
| | | | |
| | | | |
| I hereb | y agre | e to provide to the Chairperson/ | Chief Executive Officer all such information that the |
| Chairp | erson/ | Chief Executive Officer shall rea | asonably request that I furnish to the Board members/ |
| Chief E | Executiv | ve Officer to enable the Board n | nembers/ Chief Executive Officer to consider my |
| relation | nship o | r affiliation with such person, fire | m or entity on a fully informed basis. |
| I hereb | y furthe | er agree to provide the Board of | AbSec/ Chief Executive Officer any additional information |
| that ma | ay arise | e from time to time which may p | otentially create a conflict of interest. |
| Signe | d this c | lay of | |
| | | | |
| Print ∧ | iame oi | Person Signing this Form | Signature of Person Signing Form |