



Chartered
Governance
Institute
of Canada

COMMITTEE FOR CANADA RULES

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THE CHARTERED GOVERNANCE INSTITUTE

Rules with respect to the Committee for Canada and the Canadian Division

1. The Canadian Division and the Committee for Canada - Preamble

1.1. The Chartered Governance Institute (“The Institute”) has designated as a division of The Institute, a Canadian Division comprising the members of The Institute:

- (a) resident in Canada;
- (b) resident in territories specified in a Supplemental Agreement to the Delegation Instrument; or
- (c) who choose the Canadian Division by personal choice or affiliation; and may from time to time amend the places or jurisdictions included in the Canadian Division.

1.2. Pursuant to Byelaws of The Institute, the Council of The Institute (the “**Council**”) has resolved to delegate certain responsibilities and powers with respect to the Canadian Division and its members to a committee established by the Council called the “Committee for Canada” (“**CFC**”). The decisions of the Council with respect to the appointment, composition, basic constitution and delegated responsibilities and powers of the CFC are contained in a Delegation Instrument, executed by The Institute and two members appointed by the CFC and adopted by resolutions of the Council on May 26, 2003, as thereafter supplemented and amended from time to time (collectively, the “**Delegation Instrument**”).

The delegations to the CFC provide for it to have the responsibilities set out in the Delegation Instrument, including but not limited to:

- (a) the setting, marking and grading of examinations of The Institute for the Canadian Division;
- (b) the making of rules with respect to examinations and exemptions from them under the Byelaws of The Institute, as amended;
- (c) the election and admission of members of The Institute and the admission of graduates pursuant to the Byelaws of The Institute; and

(d) the administration of all aspects of The Institute’s activities in its Canadian Division, including responsibilities for servicing the conduct of the affairs of The Institute in its Canadian Division not otherwise exempted, but excepting:

(e) the setting, regulation and monitoring of professional standards;

(f) the exercise of the power to make, revoke, amend or add to any Byelaw of The Institute;

(g) disciplinary investigations and decisions; and

(h) any other matter reserved to the Council by the Byelaws which may not be delegated to the CFC.

In discharging its delegated responsibilities, the CFC generally seeks to further the objects set out in clause 4 of the Royal Charter of The Institute.

1.3. Pursuant to the terms of the delegation to it by the Council, the CFC is bound by the Charter of The Institute and by its Byelaws, the resolutions of the Council relating to the structure for the affairs of the Canadian Division and by the terms of the delegations in the Delegation Instrument issued by the Council pursuant to its authority and other delegations by resolutions of the Council.

1.4. The delegations from the Council of The Institute to the CFC include a power in the CFC to sub-delegate any of the powers granted to it and the performance of all services, tasks, and other matters relating to the affairs of the Canadian Division with respect to which it has powers and responsibilities to The Chartered Governance Institute of Canada (the “**Corporation**”), provided that The Institute does not delegate to the CFC and the CFC may not delegate to the Corporation:

(a) the setting regulation and monitoring of professional standards;

(b) the exercise of the power to make, revoke, amend or add to any Byelaw of The Institute; and

(c) disciplinary investigations and decisions.

1.5. Pursuant to the Delegation Agreement, the CFC is given power to make rules for its governance and that of the Canadian Division of The Institute with respect to:

- (a) the system of election of members of the CFC;
- (b) the arrangements for a rotation of members of the CFC;
- (c) the appointment of officers of the CFC and their titles and responsibilities; and
- (d) the arrangements for general meetings of members of the Canadian Division of The Institute.,

provided that the Rules made by the CFC must be first approved by the Council before they come into operation. This document contains rules made by the Council, and may be amended from time to time by the CFC subject to Council approval. They are intended to govern the membership and procedures of the Canadian Division of The Institute and the affairs and procedures of the CFC.

- 1.6. The affairs of the CFC and of the Canadian Division must be conducted in accordance with these Rules as amended, from time to time.
 - 1.7. Pursuant to the Delegation Instrument, the CFC must uphold the Charter and Byelaws of The Institute and observe all rules, regulations and directions from time to time made or issued by the Council.
 - 1.8. The Institute has agreed to delegate authority to members of the CFC to enter a Service Agreement with the Corporation for it to provide for management, administration and other services to the CFC, to the members of The Institute in the Canadian Division and to The Institute itself in respect of its affairs including those of its Canadian Division. Pursuant to that agreement, CFC is to be provided with all management, administration and other services which it reasonably requires in connection with the exercise of its powers and discharge of its responsibilities with respect to the affairs of The Institute in the Canadian Division and with respect to the members of that Division and applicants for membership.
 - 1.9. These Rules with respect to the CFC and the Canadian Division, repeal and replace any prior Rules and come into operation at the time designated for that purpose in the resolution of Council which either approves them or ratifies their prior approval by a Committee of the Council.
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2. Members of the Canadian Division

- 2.1. Members of the Canadian Division of The Institute shall be all of the members of The Institute who by personal choice or affiliation or who are resident in the countries and territories which comprise the Canadian Division, except for those referred to in rule 2.4.
 - 2.2. Subject to decisions of The Institute from time to time on the principles or tests as to what constitutes residence in the Canadian Division, for the purposes of rule 2.1, a member is resident in the Division if that person's principal place of residence is in one of the countries within the Division, even though they may temporarily relocate to another jurisdiction for the purposes of working or for any other purpose, with the intention to return to the Canadian Division's territory as that person's permanent place of residence.
 - 2.3. For the purposes of, but subject to rule 2.2, a temporary relocation is a period of absence on a full-time basis outside the countries comprising the Division for up to one year. With the approval of the Council of The Institute, that period of temporary relocation may be extended in any particular case.
 - 2.4. Those members of The Institute who are normally resident in a country other than those comprising the Canadian Division and who are temporarily relocated to Canada or one of the other countries in the Canadian Division, but who do not choose to transfer onto the register of members in the Canadian Division, will not be members of the Canadian Division during their period of relocation into a country within the Canadian Division.
 - 2.5. A decision of The Institute including any decision of the CFC under power delegated to it by the Council of The Institute on whether a member of The Institute is resident in the Canadian Division shall be conclusive as between CFC and the Corporation until altered by the CFC or the Council.
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3. General meetings of the Division

3.1. Convening general meetings of the Canadian Division

- (a) An Annual General Meeting of the members of the Canadian Division ("AGM") shall be held once in every calendar year.

- (b) The CFC, with such assistance from the Corporation pursuant to the latter's bylaws and Rules of the CFC as it requires, must convene an AGM to be held in each year and may convene such other general meetings of the Canadian Division as it deems necessary.

3.2. Reporting year

The relevant year for the purposes of reporting to the AGM shall be the same as the financial year of the Corporation, from time to time, unless agreed otherwise by the CFC.

3.3. Business at the Annual General Meeting

- (a) At each AGM, the CFC will report to members on its conduct of the affairs of The Institute in its Canadian Division and its activities with respect to the interests of members of The Institute in the Canadian Division in the prior year and will require a report to be given by the Corporation to CFC for presentation to the members and inclusion in the notice to members of the meeting on its performance of the Service Agreement, for the purpose of the CFC's report to members.
- (b) The ordinary business of the Canadian Division at its AGM will include the election of members of the CFC in accordance with these Rules.

3.4. Appointment and election of CFC members

(a) CFC Members

To be a member of the CFC, a person must be a Fellow or Associate of The Institute in the Canadian Division. A member of the CFC who ceases to meet that qualification, or whose subscription remains unpaid for more than three months, automatically ceases to hold office on the CFC and his or her position may be filled by an appointment by the remaining members of the CFC to the casual vacancy thus created.

(b) The CFC

- (1) The CFC shall consist of a maximum number of twelve (12) members and minimum of five (5) members. The twelve members shall consist of five Fellows and/or Associates elected as members of the CFC by the Branch Councils of the Corporation, up to two (2) most recent Past-Presidents of the Canadian Division, who are eligible and have indicated in writing their willingness to serve, and five

Fellows and/or Associates elected at-large. If any of the immediate Past-Presidents is not eligible and willing to serve, those seats shall be filled by Fellows and/or Associates elected at-large.

- (2) The five members of the CFC elected by the Branch Councils of the Corporation shall be elected as follows: British Columbia, 1 member; Ontario, 1 member; Alberta, 1 member; Québec, 1 member; Bermuda, 1 member.

(c) Composition of the CFC and appointment of its officers

The composition of the CFC from time to time shall be determined as follows.

- (1) There shall be an election for membership of the CFC once in each year at the AGM of the Canadian Division for that year. Each person so elected shall hold office from the day of his or her election. The two (2) most recent Past-Presidents of the Canadian Division who are eligible and willing to serve will be *de facto* members of the CFC. To facilitate administrative matters, the members of the CFC will also be directors of the Corporation.
- (2) The term of office for each member elected to the CFC shall be three years, unless such other term less than three years has been set by and agreed at a meeting of the CFC to facilitate a staggered retirement process and term of office going forward. A member shall be eligible for re-election for a second consecutive term of three years. After a second elected term (consecutive or not), a member cannot be re-elected. The maximum aggregate number of years, consecutive or not, any member can serve on the CFC is six (6) years. The past service of any member continuing in office when these Rules take effect will be taken into account when determining the periods of office and eligibility for re-election.
- (3) To be eligible for election, a person must be
 - (A) a current Fellow or Associate of The Institute who is a member of the Canadian Division;
 - (B) a fully paid up member of the Canadian Division, and
 - (C) resident in the jurisdictions of the Canadian Division or who chooses the Canadian Division affiliation by choice.

Each person to be elected to the CFC at an AGM shall be appointed by a resolution of the members of the Canadian Division at that AGM, voting in person or by proxy.

- (4) The positions on the CFC to be filled at an AGM shall be the positions of those Fellows and/or Associates whose terms of office will expire at the close of the AGM.
- (5) Immediately following the AGM, the newly elected CFC shall appoint a maximum of five persons from among its members who are willing to serve: a President, one or more Vice-Presidents, a Treasurer and a Canadian Division Secretary, respectively, for the ensuing year. The officers so elected may hold more than one office, save that the President may not hold the office of Treasurer or Secretary. Each Officer so appointed shall hold office for a one-year term, with a possibility to be re-appointed for another consecutive one-year term only. Service as President or Vice-President or as Past-President (in the latter case under 3.4 (c) (1)) is not taken into account in computing the time limits in these Rules but so that:
 - a) The President will cease to be eligible to serve after a period or periods of service as a member of CFC amounting in aggregate, and whether or not continuous, to 12 years;
 - b) A Past-President will cease to be eligible to serve after a period or periods of service as a member of CFC amounting in aggregate, and whether or not continuous, to 14 years;
 - c) A Vice-President will cease to be eligible to serve after a period or periods of service as a member of CFC amounting in aggregate, and whether or not continuous, to 10 years.

Elected members holding officer positions when these Rules take effect shall hold office until the close of the next AGM. The past service of any officer will be taken into account when determining the periods of office and eligibility for re-election.

- (6) Immediately following the AGM, the newly elected CFC shall also appoint a Council representative, namely the immediate Past- President, or such other individual from among its members as may be designated by the CFC.

- (7) Whenever a casual vacancy arises on the CFC or among the officers for any reason, the remaining members of the CFC may appoint an eligible Fellow or Associate (as per 3.4(c)(2)) to the CFC and/or as an officer for the unexpired part of the term of office of the person so ceasing to be a member of the CFC.
- (8) The office of a CFC member or officer shall be vacated:
- (a) in the event a CFC member or officer resigns from office by delivering a written resignation to the Chair or Secretary of the CFC;
 - (b) in the event the CFC member or officer is declared incapable by a court or tribunal of competent jurisdiction;
 - (c) in the event the CFC member or officer is found guilty of a summary offence or an indictable offence under the criminal code or other criminal law statutes of competent jurisdiction;
 - (d) in the event the CFC member or officer becomes an undischarged bankrupt;
 - (e) in the event of the death of the CFC member or officer;
 - (f) in the event the CFC member or officer fails to carry out his obligations of a CFC member or officer;
 - (g) in the event that a resolution is passed by three-quarters of the CFC members that the CFC member or officer be removed from office;
 - (h) in the event a CFC member or officer ceases to be a Fellow or Associate of The Institute or is suspended or excluded from The Institute;
 - (i) in the event a CFC member or officer ceases to be resident in the jurisdictions of the Canadian Division, or ceases his/her affiliation to the Canadian Division by personal choice; or
 - (j) in the event he/she has failed to attend three (3) consecutive meetings of the CFC without reasonable cause.

(d) Election at AGM

- (1) The electoral system and process established for the Corporation shall apply to the election of CFC members at each AGM, pursuant to 3.4(c)(1).

- (2) The CFC may review from time to time its electoral system and process, as it deems necessary or useful.

3.5. Notices of general meetings including the AGM

- (a) At least 21 clear days' notice and not more than 35 clear days' notice must be given of a general meeting (including an AGM) to each person who is at the date of the notice according to the records kept or maintained by or for the CFC, a member of the Canadian Division of The Institute.
- (b) A notice of a general meeting must specify the date, time and place of the meeting and state the general nature of general business to be transacted at the meeting and set out specific resolutions proposed for consideration at the meeting.
- (c) A person to whom notice must be given of any general meeting may waive notice by written advice to the Canadian Division Secretary.
- (d) Non-receipt of notice of a general meeting or proxy form by or a failure to give notice of a general meeting or a proxy form to any person entitled to receive notice of a general meeting under this rule does not invalidate any act, matter or thing done or resolution passed at the general meeting if the non-receipt or failure was due to accident or error, or before or after the meeting the person waives notice of that meeting or notifies the Canadian Division Secretary of the person's agreement to the act, matter, thing or resolution passed or done at the general meeting by written notice to the Canadian Division Secretary.
- (e) A person's attendance at a general meeting waives any objection that the person may otherwise have had to a failure to give that person notice or the giving of a defective notice.
- (f) The chair of the general meeting may, in his or her discretion, determine that the meeting be adjourned to a time and place fixed at the meeting by the chair or subsequently notified to members of the Canadian Division by the Canadian Division Secretary.
- (g) The CFC may, by resolution, cancel or postpone any general meeting called by it, notwithstanding that notice of it has been given to members, and may decide to

withdraw or postpone consideration of a motion of which notice has been given, in which event it does not have to be put at the general meeting.

3.6. Quorum at general meetings

- (a) The quorum for an AGM or other general meeting of the Canadian Division shall be 10 members present in person or by proxy.
- (b) If a quorum is not present within 30 minutes after the time appointed for a general meeting:
 - (i) where the meeting was convened upon the requisition of members, the meeting must be dissolved;

in any other case:

- (ii) the meeting stands adjourned to such day, and at such time and place, as the members of the CFC determine; and
- (iii) if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting must be dissolved.

3.7. Chair of general meetings

The Canadian Division President shall chair all general meetings, if present within 15 minutes from the time appointed for its commencement, failing which a Vice-President, if either is present and willing to serve, shall act as chair but if both Vice-Presidents (where there are two Vice-Presidents) are present, the most senior Vice-President shall take the chair, failing which the second Vice-President will chair the meeting, failing which any other member of the CFC present and willing to chair the meeting may be chosen by agreement of the majority of members of the CFC present at the meeting. In the event that no member of the CFC present is willing to chair the meeting, members of the Canadian Division may choose a person as chair from among the members of the Canadian Division present and willing to serve.

3.8. Conduct of general meetings

The chair of a general meeting is responsible for the general conduct of that meeting and for the procedures to be adopted at the meeting and may require the adoption of any procedures which are in his or her opinion necessary or desirable for proper and orderly (i) debate or

discussion, including rules limiting the time that a person present may speak on a motion or other item of business and (ii) casting or recording of votes at the meeting, whether on a show of hands or in a poll, including the appointment of a scrutineer. J.M. Wainberg's Rules of Order shall be the default rules of order for general meetings.

3.9. Voting at general meetings

- (a) Questions arising at a general meeting are to be decided by a majority of votes by the members present at the meeting, in person or by proxy.
- (b) At a general meeting each member present in person or by proxy has one vote.
- (c) In the case of an equality of votes, the motion is defeated. The chair of the meeting does not have a casting vote.
- (d) Unless a poll is demanded, questions to be decided at a general meeting shall be decided by a show of hands.
- (e) Unless a poll is duly demanded, a declaration by the chair of the general meeting that a resolution has, on the show of hands, been carried or carried unanimously or carried by a particular majority or lost is conclusive evidence of the fact.
- (f) If a poll is demanded before a vote is taken on a matter for decision at a general meeting, or before or immediately after the declaration of the result of the show of hands, whether by the chair or by at least five members present in person or by proxy and having a right to vote on the resolution, then a poll shall be conducted.
- (g) If a poll is duly demanded at a general meeting, it will be taken in such manner and either at once or before or after an interval or adjournment or otherwise as the chair of the meeting directs and the result of the poll will be a resolution of the matter for which the poll was demanded.
- (h) A poll cannot be demanded at a general meeting on the question of election of a person to be chair of the meeting.

3.10. Proxies

- (a) The notice of a general meeting including an AGM shall have attached to it a form of proxy paper which will enable the member to appoint a proxy for the purposes of

voting and speaking generally at the meeting on behalf of the member granting the proxy.

(b) Appointment of a proxy is valid if it is signed by the member of the Canadian Division making the appointment and contains the following information:

- (1) the member's name and address;
- (2) the proxy's name; and
- (3) the specified general meeting of the Canadian Division of The Institute for which it is an appointment of a proxy.

The form of appointment must be signed by the member. A copy of a signature on a facsimile or an electronic message from what appears to be from the member shall suffice in the case of proxies.

(c) A proxy may only be appointed for a specified meeting and may not be a standing appointment or for more than one meeting. A proxy may be appointed only in respect of a specific proposed motion or motions or, generally, for purposes, including but not limited to voting on procedural motions.

(d) The proxy form shall give the member an opportunity to direct his or her proxy how to vote on any resolution proposed to be put and of which notice is given in the notice of the meeting.

(e) An appointment of a proxy may direct the way the proxy is to vote on a particular resolution provided that proxy need not vote on a show of hands:

- (1) If the proxy does vote on a poll, the proxy must vote as directed;
- (2) If the proxy is the chair or a current member of the CFC, the proxy must vote on a poll and must vote on any motion of which notice has been given, if directed as to how to vote, in the way he or she is directed to vote;
- (3) If the proxy is not the chair, the proxy need not vote on a poll, but if the proxy does so the proxy must vote as directed; and
- (4) A proxy may vote in a show of hands and must then vote as directed provided that no proxy, including the chair is required to vote on a show of hands.

- (f) A proxy has the same right to speak and to join a demand for a poll at the general meeting as the member.
- (g) A proxy must be a member of The Institute in its Canadian Division who has a current right to vote.
- (h) The proxy form must be addressed to the Canadian Division Secretary and deposited or received by post at the address specified in the notice of meeting, or received by facsimile at a facsimile number, or by electronic mail at an electronic address, if any, specified in the notice of meeting, at least 48 hours before the time appointed for the commencement of the meeting.
- (i) If a member who has appointed a proxy for the meeting on a proposed motion attends the meeting and wishes to vote, the member must revoke his proxy and advise the Canadian Division Secretary of its revocation prior to the meeting.

3.11. Notices to members

- (a) A notice may be given by the CFC on behalf of the Canadian Division, to a member, by serving it personally at or by sending it by post to the member's address as shown in the register of members or to such other address or to a facsimile number or electronic address which the member has supplied to the Canadian Division Secretary for the giving of notices to that member and which the member has not altered by notice received by the Canadian Division Secretary.
 - (b) If a notice is posted to a member, it is treated as served when it is posted.
 - (c) The accidental omission to send a notice of meeting of the Canadian Division to a member will not invalidate any resolution or decision at the general meeting.
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4. CFC Meetings

4.1. Meetings of the CFC

- (a) A meeting of the CFC may be called by the President or at the request of any three CFC members.

- (b) At least two (2) days' notice shall be given of any meeting of the CFC. Notice of a meeting or adjourned meeting shall not be necessary if all the CFC members are present, and none objects to the holding of the meeting, or if those absent have waived notice of or have otherwise signified their consent to the holding of such meeting.
- (c) A notice of meeting of the CFC must give an indication of the business to be transacted at the meeting, but that indication shall not limit the transaction of other business.
- (d) A quorum for a CFC meeting shall be a majority of CFC members present in person or by other electronic means at the opening of a meeting, provided that all members participating in the meeting are able to communicate with each other. Vacancies shall not be included when establishing the quorum. At least four (4) CFC members must be present either in person or by other electronic means throughout the meeting.
- (e) If a quorum is not present within 30 minutes of the time at which the meeting has been called, the meeting shall lapse.

4.2. Voting

- (a) Motions at CFC meetings shall be decided by a show of hands. A declaration of a vote in the minutes is conclusive.
- (b) If a vote is deadlocked, the motion is defeated. The chair does not have a casting vote.

4.3. Telephone and electronic meetings

- (a) The CFC may meet for the dispatch of business and adjourn and otherwise regulate its meetings as it thinks fit.
- (b) The contemporaneous linking together by telephone or other electronic means of a number of the members of the CFC sufficient to constitute a quorum, constitutes a meeting of the CFC and all the provisions in these Rules relating to meetings of the CFC apply, so far as they can and with such changes as are necessary, to meetings of the CFC by telephone or other electronic means.
- (c) A member of CFC participating in a meeting by telephone or other electronic means is taken to be present in person at the meeting.

- (d) A meeting by telephone or other electronic means is taken to be held at the place determined by the Chair of the meeting provided that at least one of the CFC members involved was at that place for the duration of the meeting.

4.4. Signed resolutions

(a) If:

(1) all of the members of the CFC other than:

- a) any CFC member on leave of absence approved by the CFC;
- b) any CFC member who disqualifies himself or herself or is disqualified by the remaining members of the CFC on reasonable grounds from considering a matter before a CFC meeting or from voting on it on the ground that he or she has a conflict of interest or is personally materially interested in the matter; assent to a document containing a statement to the effect that a matter or thing is being done or a resolution is being passed; and

(2) the members of the CFC who consent to the document would have constituted a quorum at a meeting of the CFC held to consider that act, matter, thing or resolution;

then that matter or resolution is to be taken as having been done at or passed by a meeting of the CFC.

(b) For the purposes hereof,

(1) a resolution in writing, signed by 80% of the CFC members entitled to vote thereon, has the same validity as if it had been passed at a CFC meeting;

(2) two or more separate documents in identical terms each of which is assented to by one or more CFC members are to be taken as constituting one document,

(c) Where a member of the CFC signifies assent to a document otherwise than by signing the document, the CFC member must by way of confirmation sign the document at the next meeting of the CFC attended by that CFC member, but failure to do so does not invalidate the matter or resolution to which the document relates.

5. Branches and Committees

- 5.1. The CFC may direct the Officers of the Corporation to establish Branches with Branch Councils that have such responsibilities and powers, including any power of sub-delegation, in respect of such powers and responsibilities in relation to such areas, members of The Institute, or such functions of the Canadian Division as the CFC in its discretion from time to time decides and with such composition, procedures and finance as the branch members decide.
 - 5.2. The CFC may establish committees of the CFC with terms of reference specified by the CFC pursuant to the Byelaws of The Institute.
 - 5.3. Any committee of the CFC shall be chaired by a CFC member, but may include members of the Canadian Division of The Institute who are not members of the CFC or other persons appointed by the CFC.
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6. Execution of documents

To the extent that the Council authorizes the CFC to exercise any power of the Council with respect to approving and binding The Institute to an agreement, transaction or act to appoint signatories with authority to execute documents on behalf of the Council and The Institute, those persons who may execute documents on behalf of the CFC will be as appointed by the CFC in the event that Council does not designate the signatories.

7. Executive Director

The Executive Director of the Corporation shall, ex officio, serve as the Executive Director of the Canadian Division of The Institute.

8. The Canadian Division Secretary

The Secretary of the Canadian Division shall be the Secretary of the Corporation, ex officio. The Canadian Division Secretary must ensure that minutes are kept of every meeting of the members of CFC, its committees and of general meetings of the members. The CFC shall further define the role

of the Canadian Division Secretary from time to time but that role shall include the sending of notices of meetings of the Canadian Division to The Institute.

9. Definitions and interpretation

Definitions

“Canadian Secretary” means the Secretary of the Canadian Division appointed ex officio pursuant to Rule 3.4 (c) (5).

“Byelaws” means the Byelaws of The Institute as amended or replaced from time to time.

“CFC” means the committee of The Institute for the Canadian Division of The Institute as reconstituted or established by the Council of The Institute pursuant to The Institute’s Byelaws.

“Corporation” means the Chartered Governance Institute of Canada, as renamed from time to time.

“Delegation Instrument” means the document as supplemented and amended, which contains the statement of the responsibilities and powers delegated to the CFC by resolution of the Council with power in the CFC to sub-delegate matters for which it has delegated responsibility and rights to the Corporation; the document not being intended to be a contract between The Institute and any entity, but a statement of the delegated powers and responsibilities of the CFC.

“Principal Office” is the office designed by the CFC from time to time as the principal office of the Canadian Division of The Institute.

“Service Agreement” means the agreement between the Corporation and the appointed delegate acting for and on behalf of The Institute made in or about May 2003, as varied by mutual agreement from time to time.

Interpretation

In this document:

- (1) references to the CFC shall be taken to refer to its establishment pursuant to resolutions of the Council under Byelaws adopted on May 26, 2003;

- (2) headings and numberings are for convenience only and do not affect the interpretation of this agreement;
- (3) unless the context otherwise requires:
- (4) words importing the singular include the plural and vice versa;
- (5) words importing a gender include any gender;
- (6) other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;
- (7) an expression importing a natural person includes any Corporation, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (8) a reference to any thing (including, but not limited to, any right) includes a part of that thing but nothing in this rule implies that performance of part of an obligation constitutes performance of the obligation;
- (9) a reference to a part, rule, party, annex, exhibit or schedule is a reference to a part and rule of, and a party, annex, exhibit and schedule to, this document and a reference to this agreement includes any annex, exhibit and schedule thereto;
- (10) a reference to a statute, regulation, proclamation, ordinance or Byelaw includes all statutes, regulations, proclamations, ordinances or Byelaws amending, consolidating or replacing it, and a reference to a statute includes
- (11) all regulations, proclamations, ordinances and Byelaws issued under that statute;
- (12) a reference to a document includes all amendments or supplements to, or replacements or novation of, that document;
- (13) a reference to a party to a document includes that party's successors and permitted assigns;
- (14) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind and a reference to writing includes references to printing, photograph, facsimile or the reproduction of words electronically.

Unless the contrary intention appears, a word or expression in this agreement which is contained in the Charter or Byelaws of The Institute or in an instrument delegating powers to the CFC has the same meaning as in that document.