

MEMBERSHIP OF THE GLOBAL CCS INSTITUTE

Members of the Global CCS Institute have the opportunity to:

- shape the strategic direction of the Global CCS Institute;
- propose, and vote on, amendments to the Constitution;
- share knowledge, information and expertise on:
 - + the development and deployment of safe, economic and environmentally sustainable commercial-scale CCS projects;
 - + technologies that will capture, transport and store emissions, and provide expert insight on the costs and benefits of carbon solutions, and the operational and legislative requirements needed to achieve success; and
 - + methods to build confidence in CCS and help drive the international momentum needed to provide a solution to the urgent problem of climate change.
- approve appointments to the Board of Directors and to the International Advisory Panel; and
- nominate and vote on appointments to the Board Selection Panel.

THE GUIDELINES FOR MEMBERSHIP

Membership is open to applicants that demonstrate a legitimate interest in the advancement of CCS including organisations that:

- have demonstrated that they will make a material contribution to the fulfilment of the objectives of the Global CCS Institute or are likely to make such a contribution; and
- carry on a business or activity where the advancement of CCS is not merely incidental to its core business or activities.

LIABILITY OF MEMBERS OF THE GLOBAL CCS INSTITUTE

The Global CCS Institute has been incorporated as a Company limited by guarantee under the Australian Corporations Act 2001 (Cth) (**Corporations Act**). Under the Act, Members agree to contribute a limited amount of money (in this case, AU\$10), in the event that the Company is wound up and is unable to repay its outstanding debts.

Provided at **Attachment A** is additional information on the liability of a Member of a Company limited by guarantee.

REVOKING MEMBERSHIP

Members can revoke their Membership by giving the Company Secretary a written notice of resignation.

The Board can revoke an organisation's Membership if a Member (who in its reasonable opinion) is acting contrary to the advancement of CCS or has adversely affected the reputation of the Company. However, the Member needs to be given at least 21 days' notice of the proposed revocation and the opportunity to be heard at the meeting at which the resolution is proposed.

Liability of a Member of a Company limited by guarantee

With a Company limited by guarantee, the liability of a Member is limited to the amount guarantee specified in the Company's constitution. When the Company is wound up without adequate funds to discharge its liabilities, each person who is a Member at the commencement of the winding up is liable to pay an amount that the Member has undertaken to contribute if the Company is wound up. In this case, the amount is AU\$10. If it appears to the court that the Members are unable to meet the Company's liabilities, persons who have been Members within a year before the commencement of winding up are liable to honour their guarantees. Those past Members are liable to contribute only towards payment of the Company's debts incurred before they ceased to be Members.

If an organisation performs a role that goes beyond being just a Member of the Company, it will be responsible for any risks that it assumed in performing that non-Member role. Such risks are present for such an organisation irrespective of whether it is a Member of the Company or not. Examples include:

- a) where the Member organisation in its own capacity undertakes an act or omission that causes loss or liability to a claimant. For example, if the Member organisation gave negligent advice on how to implement carbon capture and storage technology;
- b) a Member organisation who participates in a demonstration project may, under the contractual arrangements negotiated for the demonstration project, agree to bear the risk of liability arising from its participation in the project. The fact that such an organisation is a Member of the Company does not affect that Member's risk profile;
- c) if a Member provides services to the Company under a services contract it bears the risk of liability for its actions under the contract; and
- d) if a Member provides funds to the Company and under the funding arrangements negotiated, the Member agrees to bear the risk of liability in specified circumstances according to the terms of that funding agreement.