

# **Constitution**

of

Africa Information and Communication  
Technologies Alliance  
(AfICTA)

5<sup>th</sup> November, 2014

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## ARTICLE I: GENERAL

### Section 1.1: Name

The name of the Alliance is the **Africa Information and Communication Technologies Alliance (AfICTA)** hereinafter referred to as "Alliance".

### Section 1.3: Principal Objectives and Activities

- The Alliance is dedicated to improving the business environment for the African INFORMATION AND COMMUNICATION TECHNOLOGIES Industry, and to promoting the Industry's contribution to economic growth and social progress in Africa and worldwide.
- As the voice and principal advocate of the INFORMATION AND COMMUNICATION TECHNOLOGIES Industry, the Alliance promotes the collective interests of the converging Information and Communication Technologies and telecommunications technology industries;
- The Alliance seeks to participate in the development and implementation of policies by helping African governments as well as institutions to understand future technology trends and how digital technologies can contribute effectively to sustain economic performance nationally; and
- The Alliance seeks to facilitate long-term business generation for the INFORMATION AND COMMUNICATION TECHNOLOGIES Industry in Africa by supporting the diffusion and usage of INFORMATION AND COMMUNICATION TECHNOLOGIES.

**1.3.1** To that effect, the Alliance shall have the right to exercise, alone or in collaboration with third parties, directly or indirectly, all activities related, directly or indirectly, to its purpose. As the African voice of the Information and Communication Technologies and services industry, the Alliance is dedicated to:

- advocating policies that advance Information and Communication Technologies and services Industry's growth and development;
- facilitating Africa and international trade and investment in INFORMATION AND COMMUNICATION TECHNOLOGIES products and services;
- strengthening member associations/corporations/institutions through the sharing of contacts, knowledge, experience, and critical information;
- holding National events on Information and Communication Technologies Public-Private partnership
- holding conferences of stakeholders critical to articulation of future strategies and formation of INFORMATION AND COMMUNICATION TECHNOLOGIES public policy
- continual representation at relevant global IT Organisations. (e.g. World Information Technology and Services Alliance (WITSA), unless and until proven irrelevant);
- partnership with other Alliances to promote INFORMATION AND COMMUNICATION TECHNOLOGIES industry in Africa all ramifications

**1.3.2** The Alliance shall strive to have a real impact on the African and global INFORMATION AND COMMUNICATION TECHNOLOGIES environment. It shall seek to strengthen the INFORMATION AND COMMUNICATION TECHNOLOGIES Industry at large by promoting a level playing field and by voicing the concerns of the African INFORMATION AND COMMUNICATION TECHNOLOGIES community in multilateral organizations where policies affecting industry interests are developed.

## **ARTICLE II: ABBREVIATIONS OF TERMS**

For convenience of reference, the following terms shall be defined as set forth in this Constitution.

"Board" as defined in Section 4.2.2.3

"Alliance" as defined in 1.1

"Director" as defined in 6.1

"Due Date" as defined in Section 4.2.5

"INFORMATION AND COMMUNICATION TECHNOLOGIES" as defined in Section 1.2.1

"Interested Party" as defined in 6.6

"General Assembly" as defined in Section 5.1.1

"Member" as defined in Section 4.1

"Member in Good Standing" as defined in Section 4.2.5

"Member Not in Good Standing" as defined in Section 4.2.5

"Member Representative" as defined in 4.2.3

"Region" as defined in Section 4.2.2.2

"Vice Chairman" as defined in 6.11

"Written Notice" as defined in Section 12.1

## **ARTICLE III: GENERAL**

### **Section 3.1: Registered Office and Agent**

The Alliance shall continuously maintain a registered office and registered agent within the territory of the Federal Republic of Nigeria.

### **Section 3.2: Principal Office**

The Alliance's principal administrative office (where the Chairman, the Executive Director/Chief Executive Officer and key administrative staff shall be located) shall be situated at such place as shall be determined from time to time by its Board of Directors.

### **Section 3.3: Additional Offices**

The Alliance may also have offices, including regional offices, at such other places as the Board of Directors may from time to time determine and the business of the Alliance may require.

## ARTICLE IV: MEMBERSHIP

### Section 4.1: Classes of Members

The Alliance shall have the following classes of members. One shall be called "Association Members"; the second shall be called "Corporate Members"; the third shall be called "Individual Members". Each shall have the rights and privileges, subject to stated limitations, as set forth in the Sections below and referred to as appropriate. Refer to the following table:

Category	Description	Member Class	No of Votes
National Association ICT	Can be more than one representing a nation state but all votes of entities in that state accumulate for the state	Association	2
Large Organisation (100 or more staff)	ICT organization company, institution or entities with more than 100 employees	Corporate	5
Medium organization (50-99)	ICT organization company, institution or entities with 50 or more but less than 100 employees	Corporate	3
Small organization (10-49)	ICT organization company, institution or entities with 10 or more but less than 50 employees	Corporate	2
Startups (2-9)	ICT organization company, institution or entities with 2 or more but less than 10 employees	Corporate	1
Individual Business Professionals		Individual	0

### Section 4.2: Association Member Class

#### 4.2.1 Qualification for Membership

The Alliance may accept as Association Members only those associations whose activities are principally in the INFORMATION AND COMMUNICATION TECHNOLOGIES Industry. There is no restriction on the number of such members per country, providing they agree to complement each other and to vote as a bloc.

#### 4.2.2 Admission Procedure

##### 4.2.2.1 Application for Membership

Application procedure shall be determined by the Board of Directors.

##### 4.2.3 Member Representative

Upon admission to membership, and as necessary thereafter, the newly admitted Association Member shall designate a membership representative ("Association Member Representative") to receive and act on official communications from the Alliance, to vote on behalf of the Association Member at any General Assembly or special meeting of Members, and to be eligible to serve as a Director of the Alliance. In addition, a Member may designate an alternate for its Association Member Representative. Both the Association Member Representative and the alternate, if any, can be changed by the Association Member at any time. Association Members shall provide the secretariat written notice of the names of the Association Member Representative and the alternate, if any, and any change in the names of either, yearly and prior to any regular or special meeting of the Members.



#### **4.2.4 Association Membership Rights and Privileges**

Each Association Member shall have the right to cast votes as specified in the table above in person or by proxy as to resolutions presented to Members at any regular or special meeting of the Members, including the election of a Chairman and one (1) or more Directors. Each Association Member shall have the right to attend all meetings of the Members, and, through its Association Member Representative, the privilege of the floor at such meetings, the right to be nominated and elected by the Members and to serve as a member of the Board, and the right to exercise such other privileges as may be prescribed by the Board; provided, however, that the right to vote and the right to serve as an Officer or a member of the Board shall be limited to those Members in Good Standing (as defined in Section 4.2.5).

#### **4.2.5 Dues and Assessments (subscription)**

Dues and assessments (subscription) shall be set annually by resolution of the Board of Directors; and payment thereof shall be on March 31 of each year unless the Board otherwise provides ("Due Date"). Upon an Association Member's showing of extreme hardship, the Board in its discretion may defer or waive payment of such dues. A Member shall be deemed to be in good standing ("Member in Good Standing") only if it has timely paid its dues or has obtained a deferral or waiver from the Board. Any Association Member which has not paid its dues or assessments by July 1 or obtained a deferral or waiver thereof shall be deemed a Member not in Good Standing ("Member Not in Good Standing"). Such Member Not in Good Standing shall automatically be re-instated (as a Member in Good Standing) upon payment of all delinquent dues and assessments, not to exceed two years of delinquencies, unless the Board shall conclude otherwise.

#### **4.2.6 Termination of Membership**

Any Association Member may terminate its membership by issuing a 30 days' notice effective the day the notice is received by the Executive Director or any other designated Officer of the Alliance, provided, however, such Association Member shall remain liable for any unpaid dues or assessments and shall not be entitled to any refund, including any proration of already paid dues or assessments, related to the applicable year. No Association Member may be deprived of its membership or have its membership terminated or suspended except for cause, by action of the Board of Directors, including:

**4.2.6.1** The Association Member ceases to satisfy the qualification stated in Section 4.2.

**4.2.6.2** AfICTA has the option to terminate a member for nonpayment of dues or assessments sixty (60) days or more after at least two (2) reminder notices of delinquency have been given to such Association Member, unless such Association Member has requested and received a deferral or waiver of dues; or

**4.2.6.3** Violation of the Constitution or other just cause of a serious substantive nature.

**4.2.6.4** The Association Member's consolidation, merger, amalgamation with or sale of assets to another organization which as successor entity or purchaser is not then an Association Member; provided, however, membership may be transferred to such other organization upon application to the Executive Director or any other designated Officer of the Alliance, and approval by the Board of Directors, conditioned upon (a) the successor organization meets the applicable membership requirements set forth in this Constitution and (b) the successor organization agrees to assume the obligations of membership.

**4.2.5** Any Association Member whose membership has been terminated or suspended may apply to the Board of Directors for reinstatement of its membership, consistent with the admission procedures set forth in Section 4.2.

## **Section 4.3 Corporate Member**

### **4.3.1 Qualification for Corporate Membership**

The Alliance may accept as Corporate Member any business entity, organization, institution or entity from any sector of the economy whose businesses are principally in the INFORMATION AND COMMUNICATION TECHNOLOGIES Industry or use ICT to drive their businesses.

### **4.3.2 Admission Procedure**

#### **4.3.2.1 Application for Corporate Membership**

Any entity qualified for and wishing to join the Alliance as a Corporate Member shall file its application for Corporate Membership with the Executive Director or any other designated Officer or other means of the Alliance e.g. website. The application shall be made by following the application procedures established by the Alliance and posted on the Alliance's website. The application shall include a declaration by the applicant of its commitment to and endorsement of the purposes, goals and objectives of the Alliance and shall also contain data which supports the applicant's assertion that it is qualified under Section 4.3.1 to become a Corporate Member of the Alliance.

#### **4.3.2.2 Granting of Corporate Membership**

The Alliance's Board of Directors ("Board") shall, after reviewing the application and giving due consideration to the recommendations of the Executive Director or any other designated Officer of the Alliance, decide whether the application for Corporate Membership should be accepted. The Board may condition admission to Corporate Membership and effective only upon the applicant's payment of such dues and assessments prorated over the balance of the calendar year, and any other sums, as deemed appropriate by the Board. In the event that the Board rejects a Corporate Membership application, the applicant shall not be precluded from re-submitting the application based on changed considerations to Executive Director or any other designated Officer of the Alliance for consideration by the Board.

### **4.3.3 Corporate Membership Representative**

Upon admission to Corporate Membership, the newly admitted Corporate Member shall designate a representative ("Corporate Member Representative") to receive and act on official communications from the Alliance. In addition, a Corporate Member may designate an alternate for its Corporate Member Representative. Both the Corporate Member Representative and the alternate (if any), can be changed by the Corporate Member at any time; provided notice thereof is sent to the Executive Director or any other designated Officer of the Alliance.

### **4.3.4 Corporate Membership Rights and Privileges**

Corporate Members shall have the right to attend sessions of the General Assembly and any special meeting of the Members. Corporate Members shall have the right to vote in accordance with the table above but shall be eligible for election as Officers or Directors, and shall be eligible for appointment to such committees as the Board shall deem appropriate. Attendance and voting at any meeting of the Members, including the General Assembly, and participation on any committee shall be limited to Corporate Members in Good Standing.

#### **4.3.5 Dues and Assessments (subscription)**

Dues and assessments with respect to Corporate Members vary according to number of employees, as decided from time to time by the Alliance, and the last date for timely payment of the same shall be March 31<sup>st</sup> or as may be set by resolution of the Board of Directors. Any Corporate Member that has not paid its dues or assessments as of the due date shall be deemed a Corporate Member not in Good Standing.

#### **4.3.6 Termination of Membership**

A Corporate Member may terminate its Corporate Membership by issuing a 30 days' notice effective the day the notice is received by the Executive Director or any other designated Officer of the Alliance; provided, however, such Corporate Member shall remain liable for any unpaid dues or assessments and shall not be entitled to any refund, including any proration of already paid dues or assessments, related to the applicable year. A Corporate Member may be deprived of its Corporate Membership or have its Corporate Membership terminated or suspended by action of the Board of Directors, if:

**4.3.6.1** The Corporate Member ceases to satisfy the qualification stated in Section 4.3.

**4.3.6.2** The Corporate Member has failed timely to pay all dues and assessments in full.

**4.3.6.3** Violation of the Constitution or other just cause of a serious substantive nature.

**4.3.6.4** The Corporate Member's consolidation, merger, amalgamation with or sale of assets to another organization which as successor entity or purchaser is not then a Corporate Member; provided, however, Corporate Membership may be transferred to such other organization upon application to the Executive Director or any other designated Officer of the Alliance and approval by the Board, conditioned upon (a) the successor organization meeting the applicable Corporate Membership requirements set forth in this Constitution and (b) the successor organization agrees to assume the obligations of Corporate Membership, including such as may be set forth in a Corporate Membership Agreement.

**4.3.6.5** Any Corporate Member whose membership has been terminated or suspended may apply to the Board for reinstatement of its Corporate Membership, consistent with the admission procedures set forth in Section 4.3.

### **Section 4.4 Individual Member**

#### **4.4.1 Qualification for Individual Membership**

The Alliance may accept as an Individual Member any person whose principal occupation is or was (if they are retired) in the INFORMATION AND COMMUNICATION TECHNOLOGIES Industry.

#### **4.4.2 Admission Procedure**

##### **4.4.2.1 Application for Individual Membership**

Any person qualified for and wishing to join the Alliance as an Individual Member shall file his/her application for Individual Membership with the Executive Director or any other designated Officer or other means of the Alliance e.g. website. The application shall be made by following the application procedures established by the Alliance and posted on the Alliance's website. The application shall

include a declaration by the applicant of his/her commitment to and endorsement of the purposes, goals and objectives of the Alliance and shall also contain data which supports the applicant's assertion that he/she is qualified under Section 4.4.1 to become an Individual Member of the Alliance.

#### **4.4.2.2 Granting of Individual Membership**

The Alliance's Board of Directors ("Board") shall, after reviewing the application and giving due consideration to the recommendations of the Executive Director or any other designated Officer of the Alliance, decide whether the application for Individual Membership should be accepted. The Board may condition admission to Individual Membership and effective only upon the applicant's payment of such dues and assessments prorated over the balance of the calendar year, and any other sums, as deemed appropriate by the Board. In the event that the Board rejects an Individual Membership application, the applicant shall not be precluded from re-submitting the application based on changed considerations to Executive Director or any other designated Officer of the Alliance for consideration by the Board.

#### **4.4.3 Individual Membership Rights and Privileges**

Individual Members shall have the right to attend sessions of the General Assembly and any special meeting of the Members. Individual Members shall have no right to vote in accordance with the table above and shall not be eligible for election as Officers or Directors, but shall be eligible for appointment to such committees as the Board shall deem appropriate. Attendance and voting at any meeting of the Members, including the General Assembly and participation on any committee shall be limited to Individual Members in Good Standing.

#### **4.4.4 Dues and Assessments (subscription)**

Dues and assessments with respect to Individual Members are as decided from time to time by the Alliance, and the last date for timely payment of the same shall be March 31<sup>st</sup> or as may be set by resolution of the Board of Directors. Any Individual Member that has not paid his/her dues or assessments as of the due date shall be deemed an Individual Member not in Good Standing.

#### **4.4.5 Termination of Membership**

AN Individual Member may terminate his/her Individual Membership by issuing a 30 days' notice effective the day the notice is received by the Executive Director or any other designated Officer of the Alliance; provided, however, such Individual Member shall remain liable for any unpaid dues or assessments and shall not be entitled to any refund, including any proration of already paid dues or assessments, related to the applicable year. An Individual Member may be deprived of his/her Individual Membership or have his/her Individual Membership terminated or suspended by action of the Board of Directors, if:

**4.4.5.1** The Individual Member ceases to satisfy the qualification stated in Section 4.3.

**4.4.5.2** The Individual Member has failed timely to pay all dues and assessments in full.

**4.4.5.3** Violation of the Constitution or other just cause of a serious substantive nature.

**4.4.5.4** Any Individual Member whose membership has been terminated or suspended may apply to the Board for reinstatement of his/her Individual Membership, consistent with the admission procedures set forth in Section 4.4.

## ARTICLE V: MEETING OF MEMBERS

### Section 5.1 Annual General Meeting

Meetings of the Members shall be held at such time and place as shall be fixed from time to time by the Board. The Chairman shall chair the Board. In his absence the Vice Chairman shall preside at all meetings of the Members.

**5.1.1** At least once every year the Board shall convene a meeting of the Members, to be called the Annual General Meeting (AGM) and generally may be held during any of the Alliance's major events. Notice of the time and place of such General Assembly and all other regular meetings of the Members, as set by the Board, shall be given by the Executive Director or any other designated Officer of the Alliance at least sixty (60) days in advance. Each Member shall be afforded an opportunity to contribute to an agenda, which shall be distributed to Members at least thirty (30) days prior to the meeting.

**5.1.2** Minutes of the AGM and all other regular meetings of the Members shall be kept and made available to the Members on the Alliance's website or otherwise.

### Section 5.2: Special Meetings of Members

The Chairman, the Board of Directors, or a majority of the Members upon written request to the Executive Director or any other designated Officer of the Alliance or the Board of Directors may call special meetings of the Members.

**5.2.1** Notice of the time and place of such Special Meeting shall state the time and place of such special meeting and shall state the purpose or purposes and the agenda for such meeting.

**5.2.2** Notice of such Special Meeting shall be given in writing no less than ten (10) days prior to such meeting.

### Section 5.3: Quorum

One third (1/3) of all Members (in Good Standing) eligible to vote (who may be present in person, by telephone consistent with Section 5.3.1, or represented by proxy) shall constitute a quorum at all regular and special meetings of the Members for the transaction of business. If such quorum cannot be achieved at any meeting of the Members, those Members entitled to vote, albeit less than a quorum, shall have the power to adjourn the meeting from time to time until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, a new notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

### Section 5.4 Voting

**5.4.1** When a quorum is present at any meeting, the vote of a majority of Members having voting power present by their Membership Representative or alternates, or as represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which a different or higher percentage vote is required by law or the Alliance's Articles of Alliance. Votes may be cast at such a meeting by a show of hands, provided, however, in the Chairman's discretion or upon override of his

ruling by affirmative vote of a majority of the Members present, votes may be cast by written secret ballot.

**5.4.2** If authorized by the Board of Directors, any Member vote to be taken by written ballot, including the election of Chairman and Directors may be conducted by ballot submitted by electronic transmission.

#### **Section 5.5 Tele-Conference Participation in a Meeting**

Members may participate in and vote at a regular or a special meeting of Members by use of any means of communication by which all Members participating may simultaneously hear one another during the meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting for purposes of a quorum.

## ARTICLE VI: DIRECTORS

### Section 6.1 Powers

The Board of Directors consisting of the directors shall be the apex decision-making organ of the Alliance after the General Assembly. The property, affairs, and business of the Alliance shall be managed by its Board of Directors (individually, ("Director")), which may exercise all such powers of the Alliance and do all such lawful acts and things as are not prohibited by statute, the Articles of Alliance, or this Constitution.

### Section 6.2 Election, Number and Term

**6.2.1** Directors shall be elected by majority vote of the Members in good standing at the General Assembly or other regular meeting of the Members called for the stated purpose of electing Directors. The Chairman, upon his election as Chairman, shall automatically become a Director.

**6.2.2** The number of Directors shall be determined from time to time by resolution of the Board of the Alliance, but at no time shall the Board consist of less than five (5) or more than fifteen (15) persons excluding statutory members..

**6.2.3** Directors shall be elected for a term of three years (or until the next General Assembly if elected between General Assemblies by the Board), and shall serve until their successors are elected and qualify in their stead. Any decrease in the number of Directors shall not affect the tenure of incumbent Directors. Directors except the Chairman, the Vice Chairman and the Treasurer may serve successive terms without limitation.

**6.2.4** The Board of Directors shall appoint a Nominating Committee to receive recommendations for and to solicit candidates for election as Directors.

The Committee shall determine the qualifications of each candidate and shall publicize its slate of qualified candidates to the entire membership thirty (30) days prior to the General Assembly.

The Committee shall present its slate of candidates at the General Assembly.

Additional nominations of candidates for directors may be made by any Member, provided such nominations are received by the Executive Director or any other designated Officer of the Alliance at least fifteen (15) days prior to the General Assembly, are seconded by another Member, and the nominee(s) meets the qualifications set forth below.

Nominations from the floor at a General Assembly shall not be permitted. Such elections shall be conducted consistent with this section and rules and procedures, as shall be approved and amended from time to time by the Board and as administered by the CEO or any other designated Officer of the Alliance.

### **Section 6.3 Qualifications**

Only Association Member Representatives or alternates are eligible to serve as Directors of the Alliance, provided (a) the Association Member for which the individual is the Association Member Representative or alternate is a Member in Good Standing, (b) the individual agrees with, commits to contribute to advancement of, and is committed to the mission of the Alliance, as set forth in the Alliance's Articles of Alliance and in Article I of this Constitution, and (c) the individual pledges to attend a majority of meetings of the Board of Directors.

### **Section 6.4 Vacancy**

In the event of vacancy in any office as a result of death, resignation, removal, disqualification, or otherwise, the Board shall elect, by the affirmative vote of two-thirds of the Directors present and voting at a regular or special meeting of the Board of Director, a successor or successors, who shall serve the unexpired terms of the vacated Directorship(s).

The Board shall give due consideration to election of a successor Director who is a Representative or alternate of the Association Member for which the prior Director was the Representative Member. Such successor Director shall serve only for the unexpired term of his predecessor Director, but shall be eligible for re-election at the General Assembly.

### **Section 6.5 Resignation or Removal**

Any individual Director may resign at any time by delivering written notice to the Alliance. Unless the written notice specifies a later effective date, the resignation shall be effective when accepted by the Board. Any Director may be removed from the Board only for cause by a two-thirds vote of the Board of Directors, which cause shall include (a) loss of the qualifications set forth above and (b) three (3) consecutive unexcused absences from meetings of the Board either in person or by telephone, the Chairman being authorized to excuse absences as he in his discretion deems appropriate.

### **Section 6.6 Transactions with Interested Parties**

A contract or other transaction between the Alliance and one or more of its Directors, officers, or family members thereof (hereinafter "Interested Party"), or between the Alliance and any other entity, of which entity, one or more Directors, officers, or trustees are also Interested Parties, or in which an Interested Party has a financial interest -- shall be voidable at the sole election of the Alliance if neither of the following provisions are satisfied:

**6.6.1** The material facts of the transaction and the Director's interest were disclosed or known to the Board or a committee of the Board and the Board or committee authorized, approved or ratified the transaction; or

**6.6.2** The transaction was fair to the Alliance.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board (or a committee thereof), which authorizes, approves, or ratifies such contract or transaction, but shall not vote on any motion, which authorizes, approves or ratifies such contract or transaction.



### **Section 6.7 Compensation of Directors**

Directors and members of any committee of the Board shall serve as volunteers without compensation, but may receive reimbursement of reasonable expense as may be approved by the Board on application through the Executive Director or any other designated Officer of the Alliance.

There shall be no exemption from this clause where the Alliance is deemed not to be in good financial status.

### **Section 6.8 Ex Officio Members of the Board**

In addition to the duly elected Directors, the Board shall include past Chairmen elected by the Board as Ex Officio Directors. Ex Officio Directors shall have voice, and can vote at meetings of the Board and their presence count in forming a quorum.

### **Section 6.9 Standing and Other Committees**

The Board shall establish, and appoint two or more Directors to serve on, certain Standing Committees (including but not limited to Executive Committee, Nominating Committee, Finance Committee, Audit Committee, Africa Trade Committee, Strategic Initiative Committee, Event Committee and a Public Policy Committee) and may establish such other special committees as in its discretion.

Individuals other than Directors, including all categories of Member Representatives or alternates, may also be eligible to serve on such committees. Unless otherwise provided in the resolution of the Board designating a committee, the act of a majority of the committee members present and voting in a duly constituted meeting of the committee shall be the act of the committee.

The committee itself shall establish by the Board, or in the absence thereof, other rules governing procedures for meeting of any committee of the Board. All committees shall act by making recommendations to the Board for consideration.

### **Section 6.10 Vice Chairmen**

Initially, there shall be one Vice Chairman, responsible for supporting the Chairman and standing in for him/her as required. This Constitution provides that in future (at a date to be specified) there shall be three Vice-Chairmen for three regions in Africa namely North, Central and Southern Africa. The Vice-Chairmen shall have particular responsibility to promote the growth of the Alliance in their regions.

### **Section 6.11 Additional Regulation**

Only Board members shall be eligible to be elected the Chairman, Deputy Chairman and Vice-Chairman.

### **Section 6.12 Advisory Groups**

The Board may select and appoint individuals to serve on one or more advisory groups. Such individuals are not required to be members of the Board. An advisory group shall have no delegated or governance authority, but shall serve in a strictly advisory capacity to the Board, the Chairman, or committees. The Board may remove any members of the advisory group whenever in its judgment the best interests of the Alliance shall be served by such removal.

## **ARTICLE VII: MEETINGS OF THE BOARD OF DIRECTORS**

### **Section 7.1 Timing and Notice**

The Board shall meet at least two (2) times a year upon the convocation of the Chairman or the call of one third (1/3) of the Directors then in office. Regular meetings of the Board may be held on fifteen (15) days' prior notice on such date and at such time and place as shall be determined by the Board. Special meetings of the Board may be held upon at least three (3) days' prior notice to the Directors of the date, time, and place of the meeting.

### **Section 7.2 Waiver of Notice**

Whenever any notice is required to be given by law or under the provisions of the Articles of Alliance, or this Constitution, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. The Alliance shall file such written waiver with the minutes or corporate records. Attendance at a meeting by a Director entitled to notice should constitute a waiver of proper notice of such meeting, except where attendance is for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

### **Section 7.3 Quorum**

A thirty-five percent (35%) of the Directors (in good standing) then in office shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present and voting at a duly constituted meeting of the Board shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Alliance or by this Constitution.

### **Section 7.4 Action Without a Meeting**

Any action required or permitted to be taken at a meeting of the Board or by a committee thereof may be taken without a meeting, provided a written consent setting forth the action so taken is signed by all the members of the Board or of the committee, as the case maybe, and is filed with the minutes of proceedings of the Board or the committee.

### **Section 7.5 Participation by Conference Telephone, Voice or Video**

Members of the Board may participate in a meeting of the Board or such committee by means of a conference telephone, voice, video or similar communications equipment whereby all persons participating in the meeting can hear one another. Participation by conference telephone, voice, video shall constitute presence in person at such meeting for purposes of a quorum. When such a meeting is conducted by means of conference telephone, voice, video or similar communications equipment, the minutes recording any action taken at such meeting shall note who participated in person and who participated by alternative communications.

## **ARTICLE VIII: PROXIES**

### **Section 8.1 Proxy Representation of a Member**

Whenever a Member Representative or his alternate cannot attend a regular or special meeting of the Members of the Alliance, a Member or Member Representative may appoint the Chairman or another Member as proxy to vote or otherwise to act on behalf of the Member as to specific or all business that is scheduled to may arise at a specific regular or special meeting.

8.1.1 Such proxy shall be deemed effective (a) only where evidenced by an executed and dated appointment stating the holder of the proxy, and (b) when delivered to or electronically transmitted to the Chairman or the Executive Director or any other designated Officer of the Alliance and in a manner by which the Chairman or Executive Director or any other designated Officer of the Alliance can reasonably determine that the Member or Member Representative actually authorized the grant of the proxy. Oral proxies shall not be permitted or recognized.

8.1.2 Any proxy, to be recognized, must be delivered to the Chairman or Executive Director or any other designated Officer of the Alliance forty eight (48) hours prior to the opening of the meeting at which the proxy is to be voted.

8.1.3 All proxies, to be recognized, shall be announced at the beginning of the meeting.

8.1.4 No Member Representative or alternate may hold and vote more than two (2) proxies. The Executive Director or any other designated Officer of the Alliance shall recommend, and the Board shall approve, such additional procedures for granting proxies as the Board may request.

### **Section 8.2 No Proxy Representation of a Director**

Voting by proxy is not allowed at any meeting of the Board or of any committee designated by the Board.

## ARTICLE IX: OFFICERS

### Section 9.1 Number and Positions

The principal officers of the Alliance shall consist of elected officers: Chairman, Vice Chairmen, and Treasurer; and an Executive Director (who shall be employed by the Board as the Chief Executive Officer of the Alliance) who shall serve as the Secretary to the Board. The Board shall ratify the election of Chairmen/Chairpersons for Chapters who shall automatically become Directors of the Alliance. Each of the Chairman and the Vice Chairman shall be Directors of the Alliance. The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

### Section 9.2 Term of Office

Unless otherwise so deemed fit by the General Assembly, elected officers by the Members at the General Assembly of the Alliance shall serve for five year and a maximum of two (2) terms or until their successors are duly elected and qualified. In case of the absence or disability of an officer of the Alliance, or in any other case that the Board may deem sufficient reason therefore, the Board, by a majority vote, may delegate for the time being any or all of the powers or duties of any officer to any other officer, Director, or any other person.

### Section 9.3 Resignation or Removal

Any officer may resign at any time by delivering 30days written notice to the Chairman of the Alliance directly or through the Executive Director or any other designated Officer of the Alliance. However, the resignation shall be effective when accepted by the Board. Any officer elected or appointed by the Board may be removed by the affirmative vote of two thirds of the Board present at any regular or special meeting of the Board whenever in its judgment the best interests of the Alliance will be served thereby, but such removal will be without prejudice to the contract rights, if any, of the officer so removed.

### Section 9.4 Vacancy

A vacancy in any office because of death, disability, incapacity, resignation, removal, disqualification or otherwise of the Chairman or any officer may be filled by the affirmative vote of a majority of the Board.

### Section 9.5 Chairman

**9.5.1** The Chairman shall, upon his election by the General Assembly of Members, be a Director of the Alliance, but shall not serve or continue to serve as a Member Representative of a Member.

**9.5.2** The Chairman shall be responsible for setting the agenda, scheduling and presiding over the General Assembly, meetings of the Board and any Committee he is a member, and all other official meetings of the Alliance. In the event of a tie vote of the General Assembly or the Board, the Chairman may elect to break the tie with his/her vote. In the absence of the Chairman, the Vice Chairman shall preside at the meeting and have the same responsibilities and privileges.

**9.5.3:** The Chairman shall have such other rights, duties and powers, as are authorized by the Board from time to time.

**9.5.4:** The Chairman shall be elected for a term of three (3) years, or until his successor is elected and qualifies, by the affirmative majority vote of the Members present in person or by proxy at a General Assembly or such other regular or special meeting of Members called for that stated purpose having a quorum.

**9.5.5:** The Chairman may not serve for more than two (2) consecutive terms.

**9.5.6** The Nominating Committee shall receive recommendations for and solicit candidates for election to the office of Chairman, shall determine that each such candidate is or will be duly seconded by a Member, shall publicize the names of candidates for election as Chairman at least thirty (30) days prior to the General Assembly, and shall present the same at the General Assembly upon the Chairman's call for nomination of candidates for a new Chairman.

Additional nominations of candidates for Chairman may be made by any Member, provided such nominations are received by the Executive Director or any other designated Officer of the Alliance at least fifteen (15) days prior to the General Assembly and are seconded by another Member. Additional nominations of candidates for Chairman may not be made from the floor. However, if no candidate is elected Chairman by an affirmative majority vote on the first ballot, additional nominations for Chairman may be made from the floor and duly seconded for subsequent ballots.

#### **Section 9.6 Vice-Chairman**

The Vice-Chairman shall serve in the absence of the Chairman. In the event that the Chairman either resigns or is removed by the Board, the Vice-Chairman elected by the Board will assume all appropriate responsibilities of the Chairman. The Vice-Chairman will assume the responsibilities of the Chairman until such time as there is a General Assembly meeting wherein a new Chairman will be elected or at such time as the Board of Directors chooses to elect new Vice-Chairman.

#### **Section 9.7 Executive Director**

The Executive Director shall be the Chief Executive Officer of the Alliance; and shall be engaged by the Board through a competitive recruitment process and continue in office pursuant to an employment agreement (based on specified key performances indicators) with the Alliance, as approved by the Board.

As the CEO of the Alliance, he/she shall:

- (a) Oversee all of the activities of the Alliance, including marketing and growth;
- (b) Be responsible for all fiscal and financial matters of the Alliance;
- (c) Be responsible for all aspects of policy development, lobbying, and external communications of the Alliance;
- (d) Be responsible for the hiring, incenting, and dismissal of the Alliance's staff and, subject to the approval of the Board of Directors, the engagement of a public policy director or advisor and legal counsel;
- (e) Be responsible for the formulation of policies and procedures, including those for membership and elections; implementation of resolutions of the Board of Directors: and administration of competitive bidding procedures for the Board's selection of events;
- (f) Be responsible for establishing and maintaining the Alliance's website and for creating and safeguarding the Alliance's intellectual property, including its logo, and

- (g) Be responsible for such other duties and responsibilities as may be delegated to him by the Chairman or the Board.
- (h) The Executive Director shall report directly to the Chairman and serve the Board.

### **Section 9.8 Secretary**

The Executive Director shall also serve as the Secretary of the Alliance. Either by direct representation or employed secretariat staff shall attend all meetings of the Board of Directors. He records or causes to be recorded all votes and the minutes of all proceedings in a book to be kept for that purpose; give or cause to be given such notice as is required of all meetings of the Board of Directors and the General Assembly, and have such other rights, duties, and powers as are authorized by the Board from time to time.

### **Section 9.9 Treasurer**

The Treasurer is elected and shall be a Director.

The Treasurer shall not serve as Chairman of either the Finance or the Audit Committee but may be a member.

The Treasurer shall supervise and be responsible for all the funds and securities of the Alliance;

- the deposit of all money and other valuables to the credit of the Alliance in depositories of the Alliance;
- borrowings and compliance with the provisions of all indentures, agreements and instruments governing such borrowings to which the Alliance is a party; the disbursement of funds of the Alliance and the investment of its funds;
- and in general shall perform all of the duties incident to the office of the Treasurer.

The Treasurer shall also have such other rights, duties, and powers as are authorized by the Board from time to time.

The Treasurer shall be a signatory to the Account and shall make available financial status of the Alliance at all meetings.

Where the treasurer is not resident in the territory where the account is located he shall have approval right for payment and investment of the Alliance but not account signatory rights.

### **Section 9.10 Compensation of Officers**

In line with Article 6.7, only the employed staff of the Alliance shall be entitled to remuneration, but elected officers serving as Trade Alliance volunteers may receive reimbursement of reasonable expenses as may be approved by the Board of Directors on application to the Executive Director.

## ARTICLE X: FISCAL MATTERS

### Section 10.1 Deposits

The Board of Directors shall authorize the Executive Director, to select banks, trust companies, or other depositories in which the funds of the Alliance not otherwise employed shall, from time to time, be deposited to the credit of the Alliance.

### Section 10.2 Cheques

All cheques, demands for money and notes, or instructions for wire transfers of the Alliance shall be signed or authorized by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

### Section 10.3 Signatories

The Chairman, the Executive Director and the Treasurer shall be the signatories to the Alliance Account, unless otherwise so specified by the Board in case of emergencies and where it is reasonably not possible.

### Section 10.4 Contracts

The Board authorizes the Executive Director and any officer or officers, agent or agents of the Alliance, in addition to the officers so authorized by this Constitution, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Alliance. Such authority may be general or confined to specific instances. Unless set forth in an approved budget or otherwise authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Alliance by any contract or engagement or to pledge its credit or render it liable for any purpose or in any amount.

### Section 10.5 Gifts and Contributions

The Board or, by delegation, the Chairman, may accept on behalf of the Alliance any contribution, gift, bequest, or devise for the general purpose or for any special purpose of the Alliance. The Alliance may accept any such contribution, grant, bequest or devise that is designated for a specific project or purpose if such designation is consistent with the Alliance's general tax-exempt purposes, or as set forth in the Articles of Alliance.

As so limited, donor designated contributions will be accepted for special funds, purposes or uses, and such designations generally will be honored. However, the Alliance shall reserve all right, title and interest in and to and control of such contributions, as well as full discretion as to the ultimate expenditure or distribution thereof in connection with any special fund, purpose or use. Further, the Alliance shall retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used to carry out the Alliance's tax-exempt purposes.

### Section 10.6 Endowments

The Board shall have to approve any endowments for the general purposes or for any special purpose of the Alliance.

### **Section 10.7 Partnerships and Joint Ventures**

The Board may authorize any officer or officers, agent or agents of the Alliance to enter into any partnerships or joint ventures that the Board determines will advance the purposes and goals of the Alliance as described in the Alliance's Articles of Alliance and will not jeopardize the Alliance's tax-exempt status.

### **Section 10.8 Fiscal Year**

The Alliance's fiscal year shall be determined by resolution of the Board.

## **ARTICLE XI: INDEMNIFICATION**

### **Section 11.1 Indemnification**

The Alliance shall indemnify, to the full extent permitted and required by the Nigerian Companies and Allied Matters Act 1990, as such Act exists now or may hereafter be amended, its Directors, officers, employees, or agents of the Alliance who are made or threatened to be made a party to any proceeding by reasons of their office for acts or omissions performed in their official capacity.

### **Section 11.2 Insurance**

The Alliance may purchase and maintain insurance to indemnify: (a) itself for any obligation which it incurs as a result of the indemnification of Directors and officers in the manner provided by law; and (b) the Alliance's Directors, officers, employees, and agents. Such insurance must satisfy the requirements imposed by law.



## **ARTICLE XII: GENERAL PROVISIONS**

### **Section 12.1 Written Notice**

Wherever the words "written notice", "notice in writing", or words to that effect are used, the same shall be construed to mean both the plain meaning of the words and also electronic transmissions, including facsimile, telegram, Telex, cable, or internet communications.

### **Section 12.2 Gender Neutral**

As used in this Agreement, the masculine, feminine or neutral gender, and singular or plural, shall be deemed to include the others whenever and wherever the context so requires.

### **Section 12.3 Relationship with Other Associations in Africa**

AfICTA shall maintain a harmonious relationship with other professional and trade Associations in Africa such that its independence is not compromised.

### **Section 12.4 Relationship with Global coalition of Information and Communication Technologies Alliances**

As long as interests align, AfICTA shall maintain a continuous collaboration and partnership with global fora for Information and Communication Technologies (e.g., the World Information Technology and Services Alliance - WITSA) and other relevant industry bodies around the world to promote Africa's competitiveness in all ramifications.

### **ARTICLE XIII: AMENDMENTS**

This Constitution may be amended, or abrogated by a two-thirds (2/3) majority vote of members in good standing at the General Assembly of the Alliance. Proposed amendment/s and alteration/s must be communicated to the Executive Director or any other designated Officer of the Alliance 30days before the General Assembly.