



**ALLIANCE OF MAYORS AND MUNICIPAL  
LEADERS ON HIV/AIDS IN AFRICA**

**CONSTITUTION**

**Amended 10 August 2010**

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ON HIV/AIDS IN AFRICA**

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# CONSTITUTION OF THE ALLIANCE OF MAYORS AND MUNICIPAL LEADERS ON HIV /AIDS IN AFRICA

(as amended by the General Assembly on 10<sup>th</sup> August 2010)

## 1. NAME AND LOGO OF ASSOCIATION.

- 1.1 The name of the Association shall be the Alliance of Mayors and Municipal Leaders on HIV/AIDS in Africa (which name shall in these Articles be referred to as "**The Alliance**")
- 1.2 The logo of the Alliance symbolises the African continent and the universal red ribbon the concern, commitment and solidarity of the Alliance to respond the implications of the HIV/AIDS epidemic.

## 2. DEFINITIONS.

In this Constitution, unless the context requires otherwise the words below shall have the meanings given hereunder:

- 2.1 "Abidjan Declaration" means the Declaration adopted by African Mayors and Municipal Leaders on 9 December 1997 at the Xth International Conference on STD/AIDS held in Abidjan, Côte d'Ivoire.
- 2.2 "AIDS" means Acquired Immune Deficiency Syndrome.
- 2.3 "AMICAALL" means the Alliance of Mayors Initiative for Community Action on AIDS at the Local Level.
- 2.4 "Co-opted Member" means an individual who was a member of the immediately preceding Executive Council and who is appointed to the Executive Council as such in terms of Article 12.5.
- 2.5 "Council" means the Executive Council elected in terms of Article 12.
- 2.6 "Executive Director" means the employee appointed as such in terms of Article 14;
- 2.7 "HIV" means Human Immuno-deficiency Virus.
- 2.8 "Institution" means a legally incorporated or constituted entity and may include a Company, Association, International Agency and the like.
- 2.9 "Mayor and Municipal Leader" means the elected or appointed political head of any duly constituted local government authority or National Association within or outside the Republic of Namibia, but within the continent of Africa.
- 2.10 "Member" means a National Association which has been accepted as a member of the Alliance such in terms of Article 6.

- 2.11 "Membership Register" shall mean the official record of members of the Alliance kept in terms of Article 6.
- 2.12 "Municipality" means any local government authority or jurisdiction constituted under the relevant laws of any country in Africa.
- 2.13.1 "National Association" means a constituted National Chapter of the Alliance or representative organisation of municipalities in any country in Africa, represented by the head of the AMICAALL Programme within the National Association, or equivalent.
- 2.13.2 "National Chapter" means a national chapter of the Alliance as recognised by the Executive Council, represented by the Chairperson or equivalent head of the National Chapter governing structure.
- 2.14 "Peri-urban" means a settlement or settlements that exhibit urban characteristics located adjacent to or otherwise outside a proclaimed urban area, and include villages for which the Municipality has an interest in providing service thereto.
- 2.15 "President" means the President of the Alliance elected in terms of this Constitution and "Deputy President" shall have a similar meaning;
- 2.16 "Standing Committee" means the Technical Standing Committee appointed in terms of Article 13.

### **3. LEGAL STATUS.**

- 3.1 The Alliance is an organisation not for gain and any profits shall be used for the furtherance of the Objectives of the Alliance and no assets or funds of the Alliance may be used for the private benefit of any of its members.
- 3.2 The Alliance shall only have the capacity to act within its objectives. For that purpose the Alliance shall only have the capacity to incur liabilities to the amount of any uncommitted monies which may be in an account referred to in Article 15.
- 3.3 The Alliance shall not have the capacity to bind its members financially and its members shall, subject to sub Article 3.4, not be liable in their personal capacities for any contract, debt, act or omission of the Alliance.
- 3.4 The liability of members of the Alliance for any debts or liabilities of the Alliance is limited to any monies owed by such members to the Alliance.
- 3.5 The Alliance shall be a juristic person and shall have, within the limits imposed by this Constitution, all the powers a natural person with full judicial capacity has.
- 3.6 The Alliance shall have the power to sue and defend any action or arbitration proceedings and to apply to any Court for appropriate relief and to oppose any application so brought against it.

#### **4. PURPOSE AND OBJECTIVES.**

The Purpose and Objectives of the Alliance are to eradicate HIV/AIDS and to reduce the social and economic implications of the HIV/AIDS epidemic on urban and peri-urban communities in Africa by creating conditions for an effective application of the Abidjan Declaration through:

- 4.1 establishing a framework for consultation and concerted action among its members;
- 4.2 strengthening solidarity among its members and between its members and partners;
- 4.3 facilitating the promotion, implementation and evaluation of a more effective multi-sectoral response to the HIV/AIDS epidemic in Africa;
- 4.4 promoting the AMICAALL strategy as the mechanism to translate the objectives of the Alliance into concrete actions.
- 4.5 collaboration with non-members and partners within, or outside, Africa in order to facilitate attainment of the Objectives of the Alliance.

#### **5 GENERAL POWERS**

The Alliance shall have the power to carry out the following:

- 5.1 to hire, acquire, let, encumber and dispose of property, movable and immovable;
- 5.2 to open, close and operate banking accounts;
- 5.3 to be an employer of personnel in terms of the Employment laws of the Republic of Namibia;
- 5.4 to join or affiliate and cooperate with organisations having similar objectives or who can promote the objectives of the Alliance.
- 5.5 to generally do anything which is necessary or expedient to attain its objectives.

#### **6. MEMBERSHIP.**

- 6.1 Membership of the Alliance is open to all municipalities of Africa through National Associations.
- 6.2 Where a National Chapter exists, this Chapter will be recognised as the Alliance member.
- 6.3 Institutions which are collaborators of the Alliance may be granted the status of Associate Member of the Alliance by the Executive Council.

- 6.4 The Executive Council may appoint up to two (2) persons as Coopted members in terms of Article 12.5.
- 6.5 A person who has rendered outstanding services to the Alliance may be conferred Honorary Membership of the Alliance by the Executive Council, subject to endorsement by the General Assembly.
- 6.6 By accepting membership of the Alliance, the member commits to abide by the Abidjan Declaration as the foundation of the Alliance.
- 6.7 Application for membership may be made by the person duly authorised to act on behalf of a National Association or an Institution and must be in the form prescribed by the Executive Council.
- 6.8 Applications for membership shall be approved by the Executive Council and shall be reported to the next General Assembly.
- 6.9 Membership of a member shall cease on –
- 6.9.1 the member being in arrears with payment of any membership fees for more than 24 months after such fees became due and payable, unless otherwise directed by the Executive Council.
  - 6.9.2 the member voluntarily resigning membership.
  - 6.9.3 the member having been found guilty by the Executive Council of any action deemed to –
    - 6.9.3.1 have brought the Alliance into disrepute, or
    - 6.9.3.2 be a fundamental and substantial breach of the commitment made to the Abidjan Declaration.
- 6.10 Upon the acceptance of an application for membership such member's details shall be entered in the Alliance's Membership Register.
- 6.11 Upon loss of membership a member's name shall be cancelled in the Membership Register.
- 6.12` Members shall have the following rights:
- 6.12.1 to attend, participate and vote at the General Assembly and Extraordinary General Assemblies;
  - 6.12.2 to have a Mayor or Municipal Leader of a municipality affiliated to a member elected as President, Deputy President and member of the Executive Council;
  - 6.12.3 to receive Agendas and Minutes of General Assemblies and Executive Council Meetings, newsletters and reports published by the Alliance.

- 6.12.4 to share in other benefits effected by the Alliance where appropriate and upon such conditions as the Executive Council may determine from time to time.
- 6.13 Associate, Co-opted and Honorary Members shall have the following rights:
  - 6.13.1 to attend and participate at the General Assembly, but not to vote nor be eligible for election to the positions of President or Deputy President;
  - 6.13.2 to receive Agendas and Minutes of General Assemblies and Executive Council Meetings, newsletters and reports published by the Alliance;
  - 6.13.3 to share in any other benefits effected by the Alliance where appropriate and upon such conditions as the Executive Council may determine.

## **7. MEMBERSHIP FEES.**

- 7.1 The General Assembly of the Alliance may determine the membership fees payable by the different categories of members.
- 7.2 Whenever membership fees are levied on members such fees shall form part of the income of the Alliance.

## **8. FUNDS.**

The Alliance is an organisation not for gain nor profit and any incidental profits shall only be used in the furtherance of the purposes and objectives of the Alliance. Funds of the Alliance shall consist of:

- 8.1 Membership fees;
- 8.2 Sponsorships, grants and donations in cash or in kind for specific projects generally for activities in pursuit of the purpose and objectives of the Alliance;
- 8.3 Any other income.

## **9. MEETINGS GENERAL.**

- 9.1 Meetings shall be arranged, as far as possible, in conjunction with other meetings which the majority of the members affected have to attend in order to save travelling and other expenses.
- 9.2 Notice of meetings shall be given in writing to the members by the Executive Director at least one month prior to the date of the meeting.

- 9.3 The Agendas, reports and supporting material for all meetings shall be dispatched to members by the Executive Director so as to be received by members at least two weeks prior to the meeting.
- 9.4 Written Minutes of every meeting must be taken by the Executive Director, which Minutes must reflect every decision taken thereat.
- 9.5 The Minutes of a meeting must be submitted by the Executive Director at the next meeting for the confirmation as to the correctness thereof or otherwise.

## **10. GENERAL ASSEMBLY**

- 10.1 The Alliance shall hold a General Assembly once every three years.
- 10.2 The General Assembly is composed of all the members of the Alliance. It may, however, invite any person known for his/her competence on an issue on the agenda, which person may participate in the deliberations but may not vote;
- 10.3 The number of delegates from a member country who can attend the General Assembly is limited to two (2).
- 10.4 The General Assembly shall receive the report of the President and the financial reports, and carry out any and all actions necessary to pursue the purposes and objectives of the Alliance.
- 10.5 A quorum for a General Assembly shall be constituted by half the members of the Alliance.
- 10.6 Decisions at a General Assembly or Extraordinary General Assembly shall be taken by simple majority.
- 10.7 A member shall have one vote at any General Assembly or Extraordinary General Assembly.
- 10.8 Should a member be unable for whatever reason to attend a General Assembly or Extraordinary General Assembly, the member may delegate by proxy the right to representation and to vote to another member. Delegation by proxy shall be in the form approved by the Executive Council and be limited to a maximum of two (2) proxy votes to any one member present at a General Assembly or Extraordinary General Assembly.
- 10.9 An Extraordinary General Assembly may be called by the President upon submission to him or her of a written demand signed by at least two-thirds of the members of the Executive Council, between General Assemblies, or by the President in consultation with the Executive Council, and must be called by the President upon receipt of a written demand therefore signed by at least one third of the members of the Alliance at that time, under circumstances of exceptional importance and urgency.



- 10.10 An Extraordinary General Assembly shall have all the powers of a General Assembly, however the Agenda for any Extraordinary General Assembly shall be limited to the issue or issues motivating the meeting.
- 10.11 The quorum for an Extraordinary General Assembly shall be as determined in Article 10.5.
- 10.12 The General Assembly shall have all such powers as provided in terms of this Constitution, inclusive of the power to amend this Constitution after 30 days notice of the intention to do so.
- 10.13 The General Assembly may propose policies in order to guide the Executive Council and Executive Director in the execution of their powers, functions and duties in terms of this Constitution.
- 10.14 The General Assembly shall have the power to make Standing Rules of Order to bind itself during a General Assembly and any Extraordinary General Assembly.
- 10.15 The General Assembly shall have the power to approve the establishment of sub-regional offices of the Alliance to support the Secretariat as required.
- 10.16 The President shall be the Chairperson of the General Assembly and any Extraordinary General Assembly during his or her term of office.
- 10.17 If the President is for any reason not available or unable to act as such during any Meeting described in this Article, the First or Second Deputy President shall chair such Meeting and if the President and both Deputy Presidents are absent or unable to act then the meeting shall elect a Chairperson for such purpose from the members present who have the right to vote.
- 10.18 Unless General Assembly or an Extraordinary General Assembly decides otherwise, or condones shorter notice, at least thirty days notice shall be given to members of a General Assembly.
- 10.19 Each member shall be entitled to one vote, plus any proxy votes delegated to such member in terms of Article 10.8, and voting at meetings of the Alliance and its Committees shall take place as follows:
- 10.19.1 voting shall normally be by a show of hands. However, the Chairperson may allow or refuse a motivated and seconded proposal by a member that voting on any matter be by secret ballot. In the event of an equality of votes the Chairperson shall have a casting vote in addition to his or her deliberative vote.
- 10.19.2 voting for purposes of the election of President, First and Second Deputy President and members of the Executive Council shall be by secret ballot.
- 10.19.3 in the event that only a single nomination is received for any office then the person nominated shall be declared to be elected without formal voting taking place.

10.19.4 the Executive Director, and in his or her absence the person acting as Secretary shall count votes and declare the result in every case.

## **11. PRESIDENT**

- 11.1 The President of the Alliance, who shall be a Mayor or Municipal Leader, is elected by the General Assembly.
- 11.2 The President is elected for a period of three (3) years, renewable once.
- 11.3 The President presides over the General Assembly and oversees its deliberations. He or she coordinates the activities of the Alliance and represents it.
- 11.4 The President is assisted by two Deputies, both of whom shall be a Mayor or Municipal Leader. The first Deputy President assumes the duties of President in the President's absence.
- 11.5 The First and Second Deputy Presidents are elected for a period of three (3) years, renewable once.
- 11.6 Should the position of President become vacant for any reason the First Deputy President shall act as President for the remainder of the term of office. Should for any reason the First Deputy President be unable to effect this duty, the Second Deputy President shall act as President. Should both the First and Second Deputy Presidents be unable to effect this duty, the Executive Council shall be empowered to appoint a President and if necessary First and Second Deputy Presidents for the remainder of the respective terms of office, with such appointment to be made within thirty days of the respective offices becoming vacant.
- 11.7 The President, the First and Second Deputy Presidents may be removed from office by a vote of no confidence taken at a General Assembly or Extraordinary General Assembly.

## **12. ALLIANCE EXECUTIVE COUNCIL.**

- 12.1 The overall responsibilities of the Executive Council shall be to:
  - 12.1.1 ensure good governance through overall responsibility for strategies and activities of the Alliance, by governing and not managing;
  - 12.1.2 provide strong leadership and advice through applying members' experience and knowledge for the benefit of the Alliance;
  - 12.1.3 make decisions on matters that may legally be taken by the Council or that the Council has reserved for their own decision.

- 12.2 The fundamental principles of Executive Council members shall include the responsibility:
- 12.2.1 for the proper political guidance of the Alliance;
  - 12.2.2 to act reasonably and prudently in all matters relating to the affairs of the Alliance;
  - 12.2.3 to act collectively and in the best interests of the Alliance;
  - 12.2.4 to avoid any conflict of interest between their personal interests and the interests of the Alliance, or between their interests in another organisation or National Chapter and the interests of the Alliance;
  - 12.2.5 to mobilise resources for the Alliance, liaise with and support the Secretariat on Alliance activities and operations;
  - 12.2.6 to approve all reports to be tabled at the General Assembly.
- 12.3 The Alliance shall, during every General Assembly, elect an Executive Council, responsible to the General Assembly, consisting of five (5) Mayors and Municipal Leaders, chosen on the basis of geographical criteria and taking into account the means and commitment of the municipalities they represent. These five members of the Executive Council are appointed for periods of three (3) years, renewable once.
- 12.4 The President, First and Second Deputy Presidents and the Mayor of the City hosting the Alliance Secretariat are also members of the Executive Council.
- 12.5 The members of the Executive Council selected in terms of 12.3 and 12.4 above may appoint up to two (2) additional persons, to be known as Co-opted Members, to serve as non-voting members of the Council, and who shall not be eligible for election to the office of President or Deputy President. Such appointments shall be limited to the period of office of the Council in terms of 12.3 above.
- 12.6 The Executive Council may invite the participation of any person known for his/her competence on an issue on its agenda, which person may participate in the deliberations but may not vote.
- 12.7 In the case where a member of the Executive Council is unable to attend a meeting of the Council, such member may be represented at the meeting by another appropriately qualified person from the same Alliance member country.
- 12.8 Where for whatever reason a casual vacancy in an Executive Council member position arises, an appropriately qualified person from the same country may be appointed by the member for the remainder of the period of office of the Executive Council in terms of 12.3 above. Should the member fail, or not wish to appoint a replacement to the Executive Council, the President, in consultation with the two Deputy Presidents, may appoint a replacement.
- 12.9 The Executive Council provides support to the President and to his or her two Deputies in the implementation of the Alliance's overall objectives.

- 12.10 The Executive Council shall meet at least bi-annually and is chaired by the President.
- 12.11 If the President is for any reason not available or unable to act the First Deputy President shall act as Chairperson during such absence or inability and if both the President and First Deputy President are absent or unable to act the Second Deputy President shall so act. The Executive Council may elect a member to act as Chairperson during such absence or incapacity of the President and First and Second Deputy President.
- 12.12 A member may be elected to the Executive Council in absentia upon condition that he or she indicated his or her willingness to be elected in writing to the Executive Director prior to such election.
- 12.13 The Executive Council may be disbanded by a vote of no confidence at an Extraordinary General Assembly, but in such event any member of the Executive Council shall be eligible for re-election by the Extraordinary General Assembly for the remainder of that term.
- 12.14 Matters for discussion by the Executive Council shall be placed on its Agenda by the Executive Director in consultation with the President.
- 12.15 The Executive Council shall have the powers, functions and duties conferred upon it by these Articles, or delegated to it by a General Assembly.
- 12.16 The Executive Council is responsible for the broad operations of the Alliance and shall be required to:
- 12.16.1 determine the overall vision, mission and policies of the Alliance and monitor progress in achieving these; and in this context, determine the terms of reference of any strategic reviews of the Alliance's work as may be required, including their frequency and cost, conducting such reviews and evaluating their recommendations;
  - 12.16.2 ensure that the resolutions of the General Assembly or any Extraordinary General Assembly are carried out;
  - 12.16.3 determine the date, time and place of its own meetings, General Assemblies and Extraordinary General Assemblies: Provided that in the case of extremely urgent Special Executive Council and Extraordinary General Assemblies the President shall be entitled to determine the date, time and place where a Special Executive Council or Extraordinary General Assembly must be held, Provided that the President shall perform this duty in consultation with the other members of the Executive Council;
  - 12.16.4 fill interim vacancies on its membership which occur between General Assemblies;

- 12.16.5 employ all Constitutional means to fulfil the purpose and objectives of the Alliance; and,
  - 12.16.5.1 make policies and Standing Rules of Order for itself and the Secretariat, subject to approval by the General Assembly;
  - 12.16.5.2 issue directives, which shall be binding, for the Secretariat;
  - 12.16.5.3 appoint a Standing Committee in terms of Article 13 and refer matters and receive advice as and when required.
  - 12.16.5.4 adopt the operating budget of the Alliance for each financial year.
- 12.17 The Executive Council shall elect a Secretary from amongst its members during a vacancy in the position of Executive Director or during the absence or incapacity of the Executive Director during any meeting.
- 12.18 The quorum for a meeting of the Executive Council is constituted by one half of its members and decisions are taken by vote of the majority of members present at the meeting.
- 12.19 Should a member be unable for whatever reason to attend a meeting of the Executive Council, the member may delegate by proxy the right to representation and to vote to another member. Delegation by proxy shall be in the form approved by the Executive Council and be limited to a maximum of two (2) proxy votes to any one member present at a meeting of the Executive Council.
- 12.20 Members of the Executive Council shall not be remunerated for services rendered in attending meetings or for carrying out any functions on behalf of the Alliance, however they shall be entitled to reimbursement of reasonable out of pocket expenses for travel, accommodation and related costs in attending to Alliance business.

### **13 TECHNICAL STANDING COMMITTEE**

- 13.1 The Executive Council shall appoint a Technical Standing Committee, responsible to the Executive Council, consisting of at least five (5) persons representing Alliance technical partners and chosen on the basis of relevant technical expertise.
- 13.2 The purpose of the Technical Standing Committee is to:
  - 13.2.1 Provide technical oversight and guidance on the use of external resources (substantial designated and undesignated funding from bilateral and multilateral donors) secured by the Alliance Secretariat.

- 13.2.2 Advise the Executive Council on all matters related to the sourcing and usage of external resources
- 13.2.3 Support the Secretariat on matters of programme execution, including but not limited to review of annual work programme and technical approval of the work programme budget.
- 13.3 The Executive Council shall determine the operating procedures and protocols for the Technical Standing Committee, including membership, frequency of meetings, chairmanship, costs of meetings, meeting procedures and rules of order and other matters to facilitate operation of the Committee.

#### **14 ALLIANCE SECRETARIAT.**

- 14.1 The Secretariat is domiciled at the Alliance's Headquarters in the City of Windhoek, Namibia. It is headed by an Executive Director, who shall be an employee of the Alliance, appointed by the Executive Council.
- 14.2 The Secretariat shall be the institutional focal point for the Alliance and shall provide management and administrative support to the Alliance activities, promote the AMICAALL strategy and encourage the development of partnerships.
- 14.3 The appointment of the Executive Director shall be on the basis of a two-year renewable Performance Based Contract.
- 14.4 The Executive Director shall be the Chief Executive Officer of the Alliance and is responsible for the coordination of routine activities, administration of affairs, finances, and day to day operations of the Secretariat.
- 14.5 Any or all of the responsibilities of the position of Executive Director may be delegated by the Executive Council to another designated staff member of the Alliance if circumstances so warrant.
- 14.6 The Executive Director is placed under the authority of the President. He/she has the responsibility to:
  - 14.6.1 assist the President;
  - 14.6.2 ensure the functional continuity of the Alliance during the periods intervening between the meetings of its governing bodies;
  - 14.6.3 propose strategic directions and programmes to be implemented to the Executive Council for endorsement;
  - 14.6.4 collect, retain, coordinate and disseminate as appropriate all data and information related to the Alliance's activities;
  - 14.6.5 submit to the Executive Council a budget proposal and make related payments;

- 14.6.6 attend all meetings of the Executive Council, Standing Committee and General Assemblies to present reports as required and record minutes to reflect decisions taken at these meetings;
- 14.6.7 implement the decisions of the General Assembly, the Executive Council and the Standing Committee.
- 14.7 The Executive Director shall execute his or her functions, duties and powers in a professional manner and shall at all times keep the Executive Council informed as to the state of affairs of the Alliance and that of its purposes and objectives.
- 14.8 Whenever the position of Executive Director is vacant or the Executive Director is absent or unable to act, then the President shall nominate –
  - 14.8.1 a member of the Alliance staff as Secretary of the Alliance, which Secretary shall fulfil all the functions and duties of the Executive Director;
  - 14.8.2 should it not be possible for whatsoever reason to nominate a staff member of the Alliance to act as Secretary of the Alliance, the President may appoint any appropriately qualified person to the act in the position, subject to the appointment being referred to the next meeting of the Executive Council for decision.
- 14.9 The Alliance shall have the power to employ additional staff as deemed necessary by the Executive Council to properly carry out the functions of the Alliance.
- 14.10 In respect to all staff employed by the Alliance, the Executive Council shall be responsible for:
  - 14.10.1 considering and approving any increases in remuneration or other alteration to the salary structure;
  - 14.10.2 ratification of all matters referred to the Council from the established employee grievance procedures.

## **15 FINANCES AND RESOURCES**

- 15.1 The Financial Year of the Alliance shall commence on the first day of January and conclude on the last day of December in each year.
- 15.2. Any moneys received by or on behalf of the Alliance shall be deposited in a banking account or accounts opened under the direction of the President.
- 15.3. Any moneys surplus to the Alliance's requirements at any given time shall be invested under the direction of the Executive Council.
- 15.4 The Executive Director shall be the Accounting Officer of the Alliance.

- 15.5 The Executive Director shall keep proper records reflecting the state of affairs of the Alliance according to generally accepted accounting principles.
- 15.6 The Executive Director shall cause draft budgets for the Alliance to be drawn and submitted for consideration to the Executive Council, which shall be responsible for monitoring budget progress.
- 15.7 The Executive Council shall approve the expenditure of any major new funding obtained which has significant implications for the nature of the operation of the Alliance and which has not appeared in the budget approved in terms of Article 15.6.
- 15.8 The resources of the Alliance shall include financial and in kind contributions from the Alliance's development partners and collaboration with the public and private sector in activities of the Alliance in pursuit of its objectives.
- 15.9 The Executive Council shall appoint the signatories to the Alliance bank accounts upon advice of the Mayor of the City of Windhoek and the Executive Director.

## **16. AUDIT OF ACCOUNTS**

- 16.1 The General Assembly shall appoint an appropriately qualified and independent person or firm to carry out an audit of the books of account of the Alliance and to testify, as far as possible, to accuracy or otherwise of the financial statements of the Alliance.
- 16.2 The person or firm appointed as auditor to the Alliance shall submit a report on the financial status of the Alliance to the Executive Council following completion of each annual audit.
- 16.3 The Executive Council shall submit the report referred to in Article 16.2 to the General Assembly.
- 16.4 The auditor shall be entitled to receive a fee for service as determined by the Executive Council.

## **17. AMENDMENTS TO THE CONSTITUTION.**

This Constitution may be amended by the General Assembly of members by a two-thirds majority of members present, subject to at least thirty days notice of any proposed amendment being given to members.

## **18. DISSOLUTION.**

- 18.1 The Alliance may be dissolved at a General Assembly or Extraordinary General Assembly by a two third majority vote of members present and voting upon a proposal of which written notice of not less than one month had been given to all members.



- 18.2 Upon dissolution of the Alliance its net assets, if any, and its records shall be transferred to an organisation with similar objectives decided upon by the General Assembly or Extraordinary General Assembly as such body's sole property. The Executive Director shall continue to hold office until such transfer has been completed.

## **19 TRANSITIONAL ARRANGEMENTS**

- 19.1 Notwithstanding anything in this Constitution contained, a General Assembly and an Extraordinary General Assembly shall have the power to ratify –
- 19.1.1 Anything necessary or expedient which was decided or done prior to the adoption of this Constitution in order to provide for the formation of the Alliance or the adoption of this constitution;
- 19.1.2 Anything necessary or expedient which was decided or done which is not authorised by this Constitution but which was decided or done without negligence, in good faith and in the best interests of the Alliance.
- 19.2 The Alliance shall be constituted from the 29<sup>th</sup> day of January, 1998, proof of which shall be the Original Constitution of the Alliance conclusively deemed to have been signed by the constituting members present at the meeting of Mayors and Municipal Leaders held on that date as appears from the attendance list of constituting members attached to the Minutes of the said meeting.