**THE REPUBLIC OF UGANDA**

**THE COMPANIES ACT CAP. 106**

**COMPANY LIMITED BY GUARANTEE & HAVING NO SHARE CAPITAL**

 **MEMORANDUM & ARTICLES OF ASSOCIATION**

**OF**

**THE ROTARY CLUB OF XXX LTD**

**Drawn gratis by:**

 **Governance & Ethics Committee**

 **District 9213**

**THE REPUBLIC OF UGANDA**

**THE COMPANIES ACT CAP. 106**

# COMPANY LIMITED BY GUARANTEE & HAVING NO SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION**

**OF**

**THE ROTARY CLUB OF XXX LIMITED**

1. **The name of the company is “The Rotary Club of XXX Limited.”**
2. **The registered office of the company will be situated in Uganda.**
3. **The objects for which the company is established are: -**
4. **To encourage and foster the ideal service as a basis of worthy enterprise and, in particular to encourage and foster:**
5. **The development of acquaintance as an opportunity for services.**
6. **The application of high standards in business and professions; the recognition of the worthiness of all useful occupations; and the dignifying of each Rotarian’s occupation as an opportunity to serve society.**
7. **The application of the ideal of service in each Rotarian’s personal, business and community life.**
8. **The advancement of international understanding, good will and peace through world fellowship of business and professional persons united in the ideal of service.**
9. **To participate in Rotary’s activities based on the five Avenues of Service.**
10. **To carry out successful service projects based on the seven areas of focus.**
11. **To contribute to the advancement of Rotary by strengthening membership.**
12. **To support the Rotary Foundation.**
13. **To develop leaders beyond the club level.**
14. **In order to achieve the above objectives the Company may:-**
15. **Form such satellite clubs as may be necessary to promote and enhance the objectives of the company.**
16. **Collaborate with the Government of Uganda and any other organizations, ministries, corporations, or Governments in the carrying out or facilitating the carrying out of any of the objectives above.**
17. **Acquire, purchase, take, lease, sell, mortgage, pledge or otherwise deal with in any movable or immovable property and hold or apply the same for the purpose of the objects stated above.**
18. **Establish various forms of colleges, institutes, social centers, polytechnic institutions, research units, medical centers and multipurpose.**
19. **To borrow or raise and give security for money by issuing of bonds, debentures, stock, bills of exchange, promissory notes or other obligations or securities or by mortgage or charge upon all or any part of the property of the Company.**
20. **To grant licenses or concessions over or in respect of any property or rights of the company.**
21. **To invest and deal with the monies of the company not immediately required upon such securities and in such manner as may from time to time be determined. The income from such incomes shall be solely applied for furtherance of the objectives of the company.**
22. **Employ individuals in the work of the Club and establish or cause to be established retirement benefits scheme, employment gratuity, welfare or trust for the benefit of employees.**
23. **To mobilize and or organize financial and other resources that are or may be necessary for the achievement of the above stated objectives, through lobbying, fundraising and any other feasible method.**
24. **To invest or deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.**
25. **Receive and administer gifts, offerings, endowments, grants, aid and other contributions for the carrying out of the objects of the Company.**
26. **Establish and promote a trust fund for the company for the purpose of raising and administering funds for the benefit of the Rotary Club of XXX.**
27. **Operate, establish, engage in and carry out such activities, projects, schemes and programs for the advancement and furtherance of the objectives of the Company.**
28. **Do all such things legal, necessary, expedient and appropriate to the accomplishment of any of the objects of the Company.**
29. **Do all such other things that may be conducive or incidental to the attainment of the above objects and for the proper functioning of the Rotary Club of XXX.**
30. **The income and property of the Company whence so-ever derived, shall be applied solely towards the promotion of the objects of the Company and no portion thereof shall be paid or transferred directly by way of profit to the members of the Company provided that nothing contained herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any member or persons, in return for any services actually rendered to the Company, nor prevent the payment of interest at a lawful rate on money lent or property rent for premises let by any member, to the Company.**
31. **Every member of the Company undertakes to contribute to the assets of the company in the event of its being wound up while he or she still remains a member, or within one year afterwards for payment of the debts and liabilities of the Company, contracted before he or she ceases to be a member and the costs, charges and expenses of winding up the same and for adjustment of the rights of contributories amongst themselves such amount as may be required not exceeding UGX.100,000= (Uganda Shillings One Hundred Shillings Only).**

**We the several of persons whose names, addresses are hereunto subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association.**

|  |  |  |  |
| --- | --- | --- | --- |
| **NO** | **NAME** | **POSTAL ADDRESS** | **SIGNATURE** |
|  |  |  |  |
|  |  |  |  |

**Dated this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2024**

**WITNESS TO THE ABOVE SIGNATURES**

**Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name in full : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Occupation : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**THE REPUBLIC OF UGANDA**

**THE COMPANIES ACT CAP 106**

# COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL

 **ARTICLES OF ASSOCIATION**

**OF**

**THE ROTARY CLUB OF …………..LIMITED**

**ARTICLE 1: SUPREMACY OF THE ROTARY INTERNATIONAL CONSTITUTION**

1. **The Constitution of Rotary International is and shall be the supreme governing document of the Rotary Club of XXX and shall have binding force on all its Members**
2. **If any By-law, Policy, Regulation or guideline is inconsistent with the provision of the Rotary International Constitution, the Constitution shall prevail and that other By-law, Policy, Regulation or guideline shall, to the extent of the inconsistency, be void.**

**ARTICLE 2: REPEAL OF ALL PREVIOUS ARTICLES**

1. **The previous Rotary of XXX Articles dated …………………… which constituted the Articles of Association in force is hereby repealed and replaced with the current Articles …………………..**
2. **The Regulations contained in Table C in the second schedule to the Company's Act Cap 106 shall not apply to the Company. The Company shall be governed by these Articles of Association and the Constitution of Rotary International and any subsequent amendments thereto.**

**ARTICLE 3: INTERPRETATION**

1. **The words in these Articles of Association shall have the following meanings unless the context otherwise clearly requires: -**

 **Act: The Companies Act Cap 106 and every other Act for the time being in force affecting the Company.**

 **Articles: These Articles of Association as originally formed or as from time to time altered by special resolution.**

 **Board : The Board of Directors of this club**

 **Bylaws: The bylaws of this club.**

 **Club/Company: The Rotary Club of ……… XXX**

 **Director: A member of this Club’s Board**

 **District: District 9213 of Rotary International or such other district to which the Club belongs or belonged.**

 **Member: A member, other than an honorary member, of this club.**

 **Office: The registered office of the company.**

 **Officers: Shall be a President, the immediate past president, a president-elect, a secretary and a treasurer and may include one or more vice-presidents.**

 **Register: The register of members of the Club.**

 **RI: Rotary International.**

 **Satellite: A potential club whose members shall also be members (where applicable) of a Club.**

 **Seal: The common seal of the Club.**

 **Secretary: Any person appointed to perform the duties of Secretary to the Club.**

 **Year: The twelve - month period beginning 1 July.**

**ARTICLE 4: DOMICILE OF THE COMPANY**

1. **The locality of this club is Uganda although its activities may be conducted globally in accordance with Rotary International’s avenues of service.**

**ARTICLE 5: FIVE AVENUES OF SERVICE**

1. **Members shall participate in the following Avenues of Service which are the philosophical and practical framework for the work of this Rotary club.**
2. **The five avenues of service are as follows:**
3. **Club Service, the first Avenue of Service, involves action a member should take within this club to help it function successfully.**
4. **Vocational Service, the second Avenue of Service, has the purpose of promoting high ethical standards in businesses and professions, recognizing the worthiness of all dignified occupations, and fostering the ideal of service in the pursuit of all vocations. The role of members includes conducting themselves and their businesses in accordance with Rotary’s principles.**
5. **Community Service, the third Avenue of Service, comprises varied efforts that members make, sometimes in conjunction with others, to improve the quality of life of those who live within this Club’s locality or municipality.**
6. **International Service, the fourth Avenue of Service, comprises those activities that members do so as to advance international understanding, goodwill and peace by fostering acquaintance with people of other countries, their cultures, customs, accomplishments, aspirations and problems, through reading and correspondence and through cooperation in all club activities and projects designed to help people in other lands.**
7. **Youth Service, the fifth Avenue of Service, recognizes the positive change implemented by youth and young adults through leadership development activities, involvement in community and international service projects, and exchange programs that enrich and foster world peace and cultural understanding.**

**ARTICLE 6: MEETINGS**

 **(1) Regular Meetings.**

1. **Day and Time. This Club shall hold a regular meeting every week on the day and at the time provided in the bylaws.**
2. **Method of meeting: Attendance may be in person, by telephone, online, or through an online interactive activity. An interactive meeting shall be considered to be held on the day that the interactive activity is posted.**
3. **Change of Meeting*.* For good cause, the Board may change a regular meeting to any day during the period commencing with the day following the preceding regular meeting and ending with the day preceding the next regular meeting, or to a different hour of the regular day, or to a different place.**
4. **Cancellation. The Board may cancel a regular meeting for these reasons:**
	1. **A holiday, or during a week that includes a holiday.**
	2. **In observation of the death of a member**
	3. **an epidemic or of a disaster affecting the whole community, or**
	4. **an armed conflict in the community**

**The Board may cancel not more than four regular meetings in a year for causes not listed here but may not cancel more than three consecutive meetings.**

 **(2) Annual Meeting.**

**An annual meeting to elect officers and present a mid-year report, including current year income and expenses, together with a financial report on the previous year, shall be held before 31st December, as provided in the bylaws.**

1. **Board Meetings**

**Shall be held as and when required or as prescribed by the Bylaws of the Club and the Secretary shall within 30 days after all board meetings, avail written minutes to all members.**

**ARTICLE 7: MEMBERSHIP**

1. **General Qualifications: This club shall be composed of adult persons who demonstrate good character, integrity, and leadership; possess good reputation within their business, profession, and/or community; and are willing to serve in their community and/or around the world.**
2. **Types of membership: This club shall have two types of membership - active and honorary.**
3. **Active Members: A person who possesses the qualifications set forth in article V, section 2 of the RI constitution may be elected to active membership in this club.**
4. **Satellite Club Members: Members of a satellite club of this club shall also be members of a club until the satellite club is admitted to RI membership as a Rotary club.**
5. **Prohibited Dual Memberships:No member shall simultaneously**

**a) Belong to this and another club other than a satellite of a club, or**

**b) Be an honorary member in this club.**

1. **Honorary Membership. This club may elect honorary members for terms set by the board, who shall:**
2. **be exempt from paying dues;**
3. **not vote;**
4. **not hold any club office;**
5. **not hold classifications; and**

**be entitled to attend all meetings and enjoy all other privileges in the club, but have no rights or privileges in any other club, except to visit without being a Rotarian’s guest.**

1. **Exceptions. The bylaws may include provisions that are not in accordance with article 7, sections 2 and 4 - 6.**

**ARTICLE 8: CLUB MEMBERSHIP COMPOSITION**

1. **General Provisions. Each member shall be classified in accordance with the member’s business, profession, occupation, or community service. The classification shall describe the principal and recognized activity of the member’s firm, company, or institution, the member’s principal and recognized business or professional activity, or the nature of the member’s community service activity. The board may adjust a member’s classification if the member changes positions, professions, or occupations.**
2. **Diverse Club Membership.This club’s membership shall represent a cross section of the businesses, professions, occupations, and civic organizations in its community, including age, gender, and ethnic diversity.**

**ARTICLE 9: ATTENDANCE**

1. **General Provisions. Each member should attend this club’s regular meetings, or its satellite club’s regular meetings, and engage in this club’s service projects, events, and other activities. A member shall be counted as attending a regular meeting if the member:**
2. **is present in person, by telephone, or online for at least 60 percent of the meeting;**
3. **is present but called away unexpectedly and later presents to the board satisfactory evidence that leaving was reasonable;**
4. **participates in the regular online meeting or interactive activity posted on the club’s website within one week after its posting; or**
5. **makes up the absence in any of the following ways within the same year:**
6. **attends at least 60 percent of the regular meeting of another club, a provisional club, or a satellite of another club;**
7. **is present at the time and place of a regular meeting or satellite club meeting of another club for the purpose of attending, but that club is not meeting at that time or place;**
8. **attends and participates in a club service project or a club-sponsored community event or meeting authorized by the board;**
9. **attends a board meeting or, if authorized by the board, a meeting of a service committee to which the member is assigned;**
10. **participates through a club website in an online meeting or interactive activity;**
11. **attends a regular meeting of a Rotaract or Interact club, Rotary Community Corps, or Rotary Fellowship or of a provisional Rotaract or Interact club, Rotary Community Corps, or Rotary Fellowship; or**
12. **attends an RI convention, a council on legislation, an international assembly, a Rotary institute, any meeting convened with the approval of the RI board of directors or the RI president, a multizone conference, a meeting of an RI committee, a district conference, a district training assembly, any district meeting held at the direction of the RI board, any district committee meeting held by direction of the governor, or a regularly announced intercity meeting of clubs.**
13. **Extended absence while working at a distance. If a member works on a distant assignment for an extended period of time, they may attend club meetings online, or physically attend meetings of a designated club at the site of the assignment as a replacement attendance at the regular meetings of the member’s club subject to agreement of such terms by both clubs.**
14. **Absence because of other rotary activities.An absence does not require a make-up if, at the time of the meeting, the member is:**
15. **traveling with reasonable directness to or from one of the meetings specified in sub-subsection (1)(d)(7);**
16. **serving as an officer or member of an RI committee or as a TRF trustee;**
17. **serving as the special representative of the governor in forming a new club**
18. **on Rotary business in the employ of RI;**
19. **directly and actively engaged in a district-sponsored, RI-sponsored, or TRF-sponsored service project in a remote area, where making up attendance is impossible;**
20. **or engaged in Rotary business duly authorized by the board, which precludes attendance at the meeting.**
21. **RI Officers’ Absences*.* An absence shall be excused if the member is a current RI officer or a Rotarian partner of a current RI officer.**
22. **Excused Absences.A member’s absence shall be excused if:**
23. **The board approves it for reasons, conditions, and circumstances it considers good and sufficient. Such excused absences shall not last longer than 12 months. However, if a leave is taken for medical reasons, follows the birth or adoption of a child, or takes place during foster care of a child, the board may extend it beyond the original 12 months.**
24. **The sum of the member’s age and years of membership in one or more clubs is 85 years or more, the member has been a Rotarian for at least 20 years, the member has notified the club secretary in writing of a desire to be excused from attendance, and only these requirements are taken into consideration.**
25. **Attendance Records. When a member whose absences are excused under subsection 5(a) of this article does not attend a club meeting, the member and the absence shall not be included in the attendance records. If a member whose absences are excused under section 4 or subsection 5(b) of this article attends a club meeting, the member and the attendance shall be included in this club’s membership and attendance figures.**
26. **Exceptions*.* The bylaws may include provisions not in accordance with article 9.**

**ARTICLE 10: DIRECTORS, OFFICERS AND COMMITTEES**

1. **Governing Body. The governing body of this club is the Board, as provided in the bylaws.**
2. **Authority.The Board has general control over all officers and committees and, for good cause, may declare any office vacant.**
3. **Board Action Final. In all club matters, the decision of the board is final. subject only to an appeal to the club. However, when the board decides to terminate membership, the member, according to article 10 section 6, may appeal to the club, request mediation, or request arbitration. An appeal to reverse a board decision requires a two-thirds vote of the members present at a regular meeting specified by the board, provided that a quorum is present and the secretary has given notice of the appeal to each member at least five days before the meeting. The club’s action on an appeal is final.**
4. **Officers.The club officers shall be a president, the immediate past president, a president-elect, a secretary, and a treasurer and may also include one or more vice-presidents, all of whom shall be members of the board. The club officers may also include a sergeant-at-arms, who may be a member of the board, if the bylaws provide. Each officer and director shall be a member in good standing of this club.**
5. **Election of Officers.**
6. ***Terms of Officers other than President.* Each officer shall be elected as provided in the bylaws. Except for the president, each officer takes office on 1 July immediately following election and serves for the term of office or until a successor is elected and qualified.**
7. ***Term of President.* A president-nominee shall be elected as provided in the bylaws, at least 18 months but not more than two years before the day of taking office as president. The nominee becomes president-elect on 1 July in the year before taking office as president. The president takes office on 1 July and serves a period of one year. When a successor is not elected, the current president’s term is extended for up to one year.**
8. ***Qualifications of President.* A candidate for president must be a member of this club for at least one year before being nominated, unless the governor determines that less than a full year satisfies this requirement. The president-elect shall attend the presidents-elect training seminar and the training assembly unless excused by the governor-elect. If excused, the president-elect shall send a club representative. If the president-elect does not attend the presidents-elect training seminar and the training assembly and has not been excused by the governor-elect or, if excused, does not send a club representative to these meetings, the president-elect shall not serve as club president. The current president then shall continue to serve until the election of a successor who has attended a presidents-elect training seminar and training assembly or training deemed sufficient by the governor-elect.**
9. **Governance of a Satellite Club of This Club.**
10. ***Satellite Club Oversight.* This club shall provide general oversight and support of a satellite club as deemed appropriate by the board.**
11. ***Satellite Club Board.* For day-to-day governance, a satellite club shall have an annually elected board, drawn from its members and comprising the officers of the satellite club and four to six other members as the bylaws shall provide. The highest officer of the satellite club shall be the chair, and other officers shall be the immediate past chair, the chair-elect, the secretary, and the treasurer. The satellite board shall be responsible for the day-to-day organization and management of the satellite club and its activities, in accordance with Rotary rules, requirements, policies, aims, and objectives, under the guidance of this club. It shall have no authority within, or over, this club.**
12. ***Satellite Club Reporting Procedure.* A satellite club shall annually submit to the president and board of this club a report on its membership, activities, and programs, accompanied by a financial statement and audited or reviewed accounts, for inclusion in this club’s reports for its annual general meeting and any other reports that may, from time to time, be required by this club.**
13. **Committees*.* This club should have the following committees:**
14. **Club Administration;**
15. **Membership;**
16. **Public Image;**
17. **Rotary Foundation; and**
18. **Service Projects.**

 **The board or president may appoint additional committees as needed.**

**ARTICLE 11: DUES**

1. **Every member shall pay annual dues as prescribed in the bylaws.**

**ARTICLE 12: DURATION OF MEMBERSHIP**

1. **Period.Membership shall continue during the existence of this club unless terminated as provided below.**
2. **Automatic Termination.Membership shall automatically terminate when a member no longer meets the membership qualifications.**
3. ***Rejoining.* When a member in good standing has their membership terminated, that person may apply for membership again, under the same or another business, profession, occupation, community service, or other classification.**
4. ***Termination of Honorary Membership.* Honorary membership shall automatically terminate at the end of the term of membership set by the board, unless extended. The board may revoke an honorary membership at any time.**

 **(3) Termination Non-payment of Dues.**

1. **Process. Any member who fails to pay dues within 30 days after they are due shall be notified in writing by the secretary. If the dues are not paid within 10 days after the notification, the board may terminate membership, at it’s discretion.**
2. **Reinstatement. The board may reinstate the former member to membership if the former member requests and pays all debts to this club.**

 **(4) Termination for Non-attendance.**

 **a) *Attendance Percentages.* A member must:**

1. **attend or make up at least 50 percent of regular club meetings or satellite club meetings; engage in club projects, events, and other activities for at least 12 hours in each half of the year; or achieve a proportionate combination of both; and**
2. **attend at least 30 percent of this club’s regular meetings (whether physical or online) or satellite club meetings or engage in club projects, events, and other activities in each half of the year (assistant governors, as defined by the RI board of directors, shall be excused from this requirement).**

**A member who fails to attend as required may be terminated unless the board consents to the non-attendance for good cause.**

 **b) *Consecutive Absences.* Non-attendance may be considered a request to terminate membership in this club, if a member fails to attend or make up four consecutive regular meetings, unless otherwise excused by the board for good and sufficient reason or pursuant to article 10, sections 4 or 5. After the board notifies the member, the board, by a majority vote, may terminate the member’s membership.**

 **c) *Exceptions.* The bylaws may include provisions not in accordance with article 13, section 4.**

 **(5) Termination — Other Causes.**

**a) *Good Cause.* The board may terminate the membership of any member who ceases to have the qualifications for club membership or for any good cause by a vote of at least two-thirds of the board members present and voting, at a meeting called for that purpose. The guiding principles for this meeting shall be article 8, section 1; The Four-Way Test; and the high ethical standards of a Rotarian.**

**b) *Notice.* Before the board acts under subsection (a) of this section, the member shall be given at least 10 days’ written notice and an opportunity to respond in writing to the board. Notice shall be delivered in person or by registered letter to the member’s last known address. The member has the right to appear before the board to state his or her case.**

 **(6) Right to Appeal, Mediate, or Arbitrate Termination.**

 **a) *Notice.* Within seven days after the board’s decision to terminate or suspend membership, the secretary shall notify the member in writing. Within 14 days after the notice, the member may give written notice to the secretary of an appeal to the club or a request for mediation or arbitration. The procedure for mediation or arbitration is provided in Article 14.**

 **b) *Appeal.* In the event of an appeal, the board shall set a date for the hearing at a regular club meeting held within 21 days after receipt of the notice of appeal. At least five days’ written notice of the meeting and its special business shall be given to every member. Only members shall be present when the appeal is heard. The action of the club is final and binding on all parties and shall not be subject to arbitration.**

 **(7) Board Action Final.Board action shall be final if no appeal to this club is taken and no**

**arbitration is requested.**

1. **Resignation.A member’s resignation from this club shall be in writing, addressed to the president or secretary. The board shall accept the resignation unless the member owes debt to this club.**
2. **Forfeiture of Property Interest. Any person whose club membership is terminated in any manner shall forfeit all interest in any funds or other property of this club if, under local laws, the member acquired any right to them upon joining the club.**

 **(10)Temporary Suspension. Notwithstanding any provision of this constitution, if in the opinion of the board**

1. **credible accusations are made that a member has refused or neglected to comply with this constitution, or is guilty of conduct unbecoming a member or harmful to the club; and(b)those accusations, if proved, constitute good cause for terminating the membership of the member; and**
2. **No action should be taken on the membership of the member, pending the outcome of a matter or an event that the board believes should properly occur first; and**
3. **It is in the best interests of the club to temporarily suspend the member without a vote on the member’s membership and to exclude the member from attendance at meetings and other club activities and from any club office or position;**
4. **The board may, by at least a two-thirds vote, temporarily suspend the member for a reasonable period up to 90 days and with any other conditions the board sets. A suspended member may appeal the suspension or may request mediation or arbitration as provided in section 6 of this article. During the suspension, the member shall be excused from attendance requirements. Before the suspension ends, the board must either move to terminate the suspended Rotarian or reinstate the Rotarian to full regular status.**

**ARTICLE 13: COMMUNITY, NATIONAL, AND INTERNATIONAL AFFAIRS**

* 1. **Proper Subjects. Any public question involving the welfare of the community, the nation, and the world is a proper subject of fair and informed discussion at a club meeting. However, this club shall not express an opinion on any pending controversial public measure.**
	2. **No Endorsements.This club shall not endorse or recommend any candidate for public office and shall not discuss at any club meeting the merits or demerits of any such candidate.**
	3. **Non-Political.**

**a) *Resolutions and Opinions.* This club shall neither adopt nor circulate resolutions or opinions and shall not take action dealing with world affairs or international policies of a political nature.**

**b) *Appeals.* This club shall not direct appeals to clubs, peoples, or governments, or circulate letters, speeches, or proposed plans for the solution of specific international problems of a political nature.**

* 1. **Recognizing Rotary’s beginning.The week of the anniversary of Rotary’s founding, 23 February, is World Understanding and Peace Week. During this week, this club will celebrate Rotary service, reflect upon past achievements, and focus on programs of peace, understanding, and goodwill in the community and throughout the world.**

**ARTICLE 14: ROTARY MAGAZINES**

1. **Mandatory Subscription.Unless this club is excused by the RI board of directors, each member shall subscribe to an official magazine. Two Rotarians who reside at the same address may subscribe jointly to an official magazine. The subscription fee shall be paid on the dates set by the board for the payment of per capita dues for the duration of membership in this club.**
2. **Subscription Collection.The subscription fee shall be collected by this club from each member in advance and remitted to RI or to the office of a regional publication as determined by the RI board of directors.**

**ARTICLE 15: ACCEPTANCE OF OBJECT AND COMPLIANCE WITH ARTCLES OF ASSOCIATION AND CLUB BYLAWS**

1. **By paying dues, a member accepts the principles of Rotary International expressed in its object and agrees to comply with and be bound by these Articles of Association and the Club bylaws. On these conditions alone is a member entitled to the privileges of this club.**
2. **Each member shall be subject to the terms of these Articles of Association and the Club bylaws whether or not the member has received copies of them.**

**ARTICLE 16: ARBITRATION AND MEDIATION**

1. **Disputes. Any dispute between any current or former member(s) and this club, any club officer, or the board, except a decision of the board, shall, upon a request to the secretary by any disputant, be resolved by either mediation or arbitration.**
2. **Date for Mediation or Arbitration. Within 21 days after receipt of the request, the board shall, in consultation with the disputants, set a date for the mediation or arbitration.**
3. **Mediation. The procedure for mediation shall be**

**a) Recognized by an appropriate authority with national or state jurisdiction; or**

**b) Recommended by a competent professional body whose recognized expertise covers alternative dispute resolution; or**

**c) Recommended in documented guidelines determined by the RI board or TRF Trustees.**

**Only Rotarians may be mediators. The club may ask the District Governor or the governor’s representative to appoint a mediator with appropriate mediation skills and experience.**

1. **Mediation Outcomes.The outcomes or decisions agreed to by the disputants after mediation shall be recorded and copies given to each party, the mediator or mediators, and the board. A summary statement acceptable to the parties shall be prepared for the information of the club. Any disputant, through the president or secretary, may call for further mediation if a party has retracted significantly from the mediated position.**
2. **Unsuccessful Mediation*.* If mediation is requested but is unsuccessful, any disputant may request arbitration, as provided in section 1 of this article.**
3. **Arbitration. *In the event of a request for arbitration, each disputant shall appoint a Rotarian as an arbitrator and the arbitrators shall appoint a Rotarian as an umpire.***
4. **Decision of Arbitrators or Umpire.The decision reached by the arbitrators or, if they disagree, by the umpire shall be final and binding on all parties and not be subject to appeal.**

**ARTICLE 17: BYLAWS**

1. **This club shall adopt bylaws that are consistent with the RI constitution and bylaws, with the rules of procedure for an administrative territorial unit, where established by RI, and with this constitution, to give additional provisions for the government of this club. The bylaws may be amended as they provide.**

**ARTICLE 18: FINANCE AND ACCOUNTS**

1. **The treasurer shall deposit all funds of the club in the bank or banks approved by the Board designated distinctly as either for operations or for service projects.**
2. **All bills shall be paid only by cheque signed by the treasurer, or other authorized signatory, upon vouchers signed by any two officers or Directors as mandated by the Board.**
3. **All the books of the club shall be audited once every year by a Certified Public Accountant or other qualified person and the report shall be presented to the club assembly.**
4. **Officers having charge or control of funds shall be given bonds as may be required by the Board for the safe custody of the funds of the Club, cost of bond to be borne by the club.**
5. **The fiscal year of the club shall extend from 1st July to 30th June and for the collection of members’ dues shall be divided into two semi-annual periods extending from 1st July to 31st December and from 1st January to 30th June.**

 **MISCELLANEOUS PROVISIONS**

**ARTICLE 19: ACQUISITION, CUSTODY AND DISPOSITION OF PROPERTY**

1. **The Club shall be at liberty to acquire movable and immovable property which shall be managed and or administered in accordance with policies put in place by the Board**
2. **All property belonging to the Rotary Club of XXX shall be under the supervision, management, and control of the Board.**
3. **The Board shall have the final authority on decisions of buying, selling, exchanging, mortgaging or making any other dispositions of property.**
4. **Authority to acquire or dispose of real property shall be given by a Resolution of the Board**

# ****ARTICLE 20: MEMBERS’ CONTROLLING POWER****

1. **For purposes of the Land Act and in particular Article 40 (7)-**
2. **The Company shall always maintain a majority membership of Ugandan Citizens and shall restrict non-Ugandans from being majority of its Membership.**
3. **All membership decisions shall be arrived at by consensus of the majority membership who for purposes of these Articles shall be Ugandan Citizens in accordance with clause (1) above.**
4. **The Company shall at all times ensure that its majority membership is made up of Ugandan citizens to maintain its status as a Ugandan company capable of obtaining any tenure of land ownership.**

**ARTICLE 21: DESIGNATION OF THE BOARD OF DIRECTORS FOR PURPOSES OF COMPLIANCE**

1. **The Board shall appoint and or designate a minimum of three (3) Directors and a maximum of Seven (7) from the Club membership in good standing.**
2. **The Directors role is to support the Company comply with the Companies Act Cap. 106 by signing and executing relevant resolutions and documents ONLY as recommended by the Board and the Club Assembly.**

1. **The Three Directors appointed shall serve for three years and their term may be renewed only once.**
2. **The Board shall have the power to replace all or any of the Directors without providing a reason for doing so.**

**ARTICLE 22: DISSOLUTION**

1. **The Rotary Club may be dissolved by a resolution passed at a General Meeting of full members present. The requirements at that general meeting are that at least 75% of the registered full members shall be present and a consensus must be reached to approve the dissolution. If this number of full members is not present at the General Meeting/Club Assembly, the proposal to dissolve the Club shall be submitted to a further General Meeting/Club Assembly which shall be held within thirty days later. Notice of this meeting shall be displayed on the church notice board and advertised in local newspapers and radios at least fourteen days before the date of the meeting.**
2. **When the dissolution of the Club has been approved by the General Meeting/Club Assembly, no further action shall be taken by the office bearers of the club in connection with the objects of the Club. The office bearers shall liquidate all the assets of the club subject to the payment of all club debts. The balance of the debts of the club shall be distributed in such manner as shall be resolved by the meeting at which a resolution for dissolution is passed.**
3. **In the event that there are left over net assets after the settlement of all club debts, the said assets shall be donated to the any other Rotary club in Uganda or any other organization having similar objectives as Rotary as shall be determined by the Board at or before the dissolution. Under no circumstances shall the net assets of the club or the proceeds from the dissolution of the Club confer a private benefit to any individual.**

**ARTICLE 23: AMENDMENT**

1. **Any member may propose amendments to the Memorandum of Association and/or these Articles of Association.**
2. **This Memorandum and Articles of Association may be amended by special resolution of Club members at a regular club meeting or club assembly.**
3. **Amendment to this Memorandum and Articles of Association requires**
4. **That written notice to be sent to members at least 10 days before the meeting to consider the proposed amendment.**
5. **That a quorum be presented for the vote; and**
6. **That at least two-thirds of the votes support the amendment.**
7. **Where the Name and Locality of the club are amended, it shall be submitted to the Board of Directors of RI for approval and shall become effective only if so approved.**
8. **Amendments to these Articles must be consistent with the RI standard Rotary Club Constitution, the RI Constitution and Bylaws, and the Rotary Code of Policies.**

**ARTICLE 24: TRANSITIONAL PROVISIONS**

1. **All organs and officers of the Club constituted, elected and appointed before the coming into force of these amendments and any actions taken shall be deemed to have been constituted, elected or appointed or executed in accordance with the provisions of these amendments.**

**We, the several persons whose names and addresses are hereunto subscribed are desirous of being formed into a company in pursuance of this Article of Association.**

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| --- | --- | --- | --- |
| **NO** | **NAME** | **POSTAL ADDRESS** | **SIGNATURE** |
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|  |  |  |  |

**Dated ……………… day of ….......................................... 20…………**

**Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Names in Full : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Occupation : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**