

CONSTITUTION
OF
NIGERIA INTERNET
REGISTRATION ASSOCIATION



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 Corporate Affairs Commission

Constitution of Nigeria Internet Registration Association

1. ESTABLISHMENT

1.1 Name

The name of the Association shall be Nigeria Internet Registration Association. (hereinafter referred to as the Association, and abbreviated "NIRA")

1.2 Address

The address of NIRA shall be at No. 28 Port Harcourt Crescent, Off Gimbiya Street, Area 11 Abuja FCT or any place prescribed by the Association from time to time.

1.3 Supremacy of the Constitution

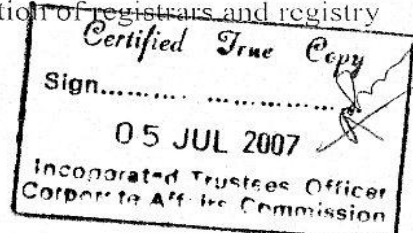
- a. This Constitution is supreme and its provisions shall have binding force on all members of the Association in the conduct of their activities and in furtherance of the aims and objectives of NIRA
- b. The activities of the Association shall be conducted in accordance with the provisions of this Constitution;
- c. If any other bylaw, resolution, or rule of the Association is inconsistent with the provisions of this Constitution, this Constitution shall prevail, and that other bylaw, resolution, or rule shall, to the extent of the inconsistency, be null and void.

2. AIMS AND OBJECTIVES

2.1 Objects

The Association is a not-for profit, non-governmental self regulating body established by the Internet community in Nigeria to manage Nigeria's Country Code Top Level Domain (hereinafter referred to as .ngTLD). The principal objects of the Association are:

- a. to be the administrator of, and the non-governmental self regulatory policy body for the .ngTLD and its associated sub Level domain names;
- b. to maintain and promote the operational stability and utility of the .ngTLD;
- c. to ensure cost effective administration of the .ngTLD and its sub-domains;
- d. to develop and establish a policy framework for the development and administration of the .ngTLD including -
 - i. rules governing the operations of sub level domain registries;
 - ii. the creation of sub level domains;
 - iii. rules governing the accreditation of registrars and registry operators;



- iv. rules governing the registration of names within sub level domains and access to sub level domain registries and;
 - v. ensuring that registrars have equal access to sub level domain registry.
- e. to manage the operation of critical technical functions including:
- i. the primary and secondary .ngTLD name servers;
 - ii. zone files for sub level domains; and
 - iii. a searchable data base containing information on registrations within the .ngTLD
- f. to liaise with national and international bodies on issues relating to the development and administration of domain name systems.
- g. to establish appropriate complaints handling and dispute resolution processes in order to provide for conciliation or redress of grievances on matters associated with the administration of the .ngccTLD.

2.2. Activities

Solely for the purposes of achieving its objects as set out in *clause 2.1*, the Association will enhance the benefits to Internet users through:

- a. ensuring the continued operational stability of the domain name system in Nigeria;
- b. establishing mechanisms to ensure it is responsive and accountable to the supply and demand sides of the Nigerian Internet Community;
- c. the promotion of competition in the provision of domain name services;
- d. the promotion of fair trading;
- e. the promotion of consumer protection;
- f. adopting open and transparent procedures which are inclusive of all parties having an interest in use of the domain name system in Nigeria;
- g. ensuring its operations produce timely outputs which are relevant to the needs of the Nigerian Internet Community.

3. ORGANS

There shall be three organs of NIRA namely:
The General Assembly
The Executive Board
The Board of Trustees



3.1 *The General Assembly*

- a. The General Assembly shall be made up of all members of the Association who shall contribute to the running of the Association in the following ways:
 - i. by voting at General Meetings;
 - ii. by electing members of the Executive Board;
 - iii. by electing members of the Board of Trustees and;
 - iv. by participating in discussion groups to share views and ideas on how the Association should operate.
 - v. any other specific activity that may arise from time to time

3.1.1 *Annual General Meetings*

- a. The Annual General Meeting of the Association shall be held not later than four months following the end of the financial year, on a date to be decided by the Executive Board.
- b. If the AGM has been notified as incorporating attendance via the Internet, members must be issued in advance with a secure means to identify their entitlement to vote. Such electronic attendance may take place during the fourteen days prior to the actual date of the AGM with regard to pre-notified elections and constitutional amendments.
- c. The business to be conducted at the Annual General Meeting will be:
 - i. To receive from the Executive Board an annual report, the financial statements for the immediately preceding financial year, and the auditor's report on those statements;
 - ii. To approve a business plan and budget of income and expenditure for the current financial year and receive from the Executive Board recommendations for levels of subscription for the membership classes of the Association. The meeting may by resolution alter subscription levels;
 - iii. To elect Trustees of the Association;
 - iv. To elect members of The Executive Board;
 - v. To ratify or otherwise elect an Auditor for the Association and;
 - vi. To consider such other business as any member properly brings before the meeting.
- d. A copy of the annual report and financial statements must be forwarded to each member at least fourteen days prior to the Annual General Meeting.
- e. At least twenty one (21) days notice of the Annual General Meeting must be given to each Member. The notice of AGM must indicate whether attendance via the Internet will be permitted.
- f. New Members who join the Association in the 21-day period before an AGM will not be permitted to vote at that AGM.

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3.1.2 *Special General Meetings*

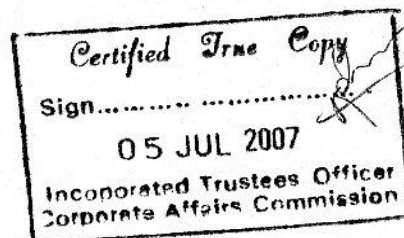
- a. A Special General Meeting may be called at any time:
 - i. By the President of the Association or by resolution of the Executive Board;
 - ii. On the request of One Third (1/3) or more of the total number of financial Members, in which case the request must state the motions which will be moved at the meeting;
 - iii. A Special General Meeting shall be called by the Executive Board or the President on a date not earlier than fourteen (14) days and not later than forty days following the receipt of a request for such a meeting under **clause 3.1.2 a. (ii)**;
 - iv. The motions to be moved at the Special General Meeting must be notified to every Member of the Association at least fourteen days before the date of the meeting. The notice of SGM must indicate whether attendance via the Internet is permitted.
 - v. Voting procedures at an SGM are the same as those at an AGM.

3.1.3 *Electronic General meetings (e-GM)*

- a. An e-GM can be called by the President, the Executive Board, or at least 5% of the total number of financial Members supporting a motion to that effect.
- b. The Secretary shall issue the notice of the e-GM as noted in (e) below, and the e-GM shall be conducted in accordance with the Electronic Meeting Guidelines, as adopted by the Executive Board.
- c. An e-GM consisting purely of online discussion and voting can be held to discuss and vote on proposals put forward by the Board or Members.
- d. An e-GM will only vote on the proposed resolutions which form part of the meeting notice.
- e. The Secretary shall be charged with confirming that the motion requesting an e-GM has been correctly put and approved. The proposed resolutions forming the subject of the e-GM shall be e-mailed to all members and be open to discussion for a period of seven days, closing at 11:59 on the seventh day following the posting of the official notice of announcement, on the member's mailing list and other fora as appropriate. After seven days members will have a ballot made available with votes being open for three working days. A resolution passed at an e-GM shall be as valid as one passed at a physical General Meeting.

3.1.4 *Quorum*

- a. A quorum for every Annual or Special General Meeting is fifteen percent(15%) of financial members of NIRA.



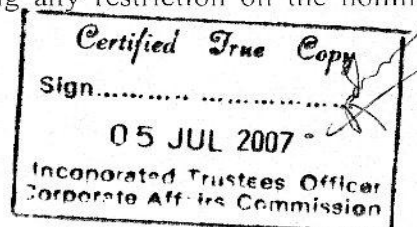
- b. For an Electronic General Meeting (e-GM) the quorum requirement is one half of financial Members present and voting on a resolution. In the event that a quorum is not reached at an e-GM, the resolutions forming the call for an e-GM will be deemed to have failed.
- c. If for a non-Electronic General Meeting a quorum is not present within thirty minutes of the appointed time, the person chairing the meeting shall adjourn the meeting. Unless those present at the meeting shall determine a date for the adjourned meeting (not earlier than five days from the date of the meeting) the adjournment shall be for a meeting at the same time and place, providing that the venue will be available, one week from that day.

3.1.5 Chairing of General Meetings

- a. The President of the Association or the Vice-President in the absence of the President will chair every Annual, Special, or electronic General Meeting.
- b. If the President and Vice-President are absent then a person elected by a majority vote of those present shall chair the meeting.

3.2. The Executive Board

- a. The affairs of the Association shall be conducted by the Executive Board (the Board) in accordance with this Constitution and resolutions of the members of the Association in General meeting. The Board shall conduct its affairs using a set of bylaws.
- b. The duties of the Board shall include the following:
 - i. To further the Association's aims and objectives as specified in **clause 2**;
 - ii. To report on its activities and affairs of the Association at the meetings of the General Assembly and;
 - iii. To make recommendations to the Board of Trustees on matters affecting the Association.
- c. The Executive Board shall consist of Officers and Board Members as follows:
 - i. Four (4) Officers comprising the President, Vice-President, Treasurer and Secretary and;
 - ii. Six (6) Board Members elected by the General Assembly.
- d. Only financial Members of the Association may serve as Officers or Board Members.
- e. No more than two employees of any company, organisation or individual may simultaneously hold positions as Board Members. This provision shall not be interpreted as placing any restriction on the nomination of candidates for election.



3.2.1 *Terms of Office*

- a. Board Members shall serve for a two-year term, until the conclusion of the AGM held in the year their term expires. Board Members may hold office for two (2) consecutive terms only.
- b. Any Board member having missed three consecutive ordinary meetings of the Board shall be deemed to have vacated their position at the conclusion of third meeting, unless the Board votes to reinstate the Board member in their position. The Board may grant a Board member leave of absence in advance (for example, for overseas travel, health or family circumstances), in which case the Board member is not subject to this requirement for the duration of their leave. The Secretary will notify any Board member who misses two consecutive meetings that their position will be forfeited if they fail to turn up to the subsequent ordinary meeting of the Board.
- c. At the Annual General Meeting where elections are scheduled to be conducted, two-thirds of the members of the Board including at least two (2) officers and three (3) ordinary Board members for the time being, or if their number is not three or a multiple of three, then the number nearest one-third shall retire from office and their positions shall be declared vacant for the purpose of nominations for the election.
- d. The members of the Board to retire in every year shall be those who have been longest in office since their last election, but as between persons who became members of the Board on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

3.2.2 *Executive Board Meetings*

- a. The Board meetings shall except in cases of emergency shall be held at least once in every quarter at the Association's secretariat or at such other place as the Board shall approve within Nigeria.
- b. Fifty percent (50%) of the Board shall constitute a quorum at every Board meeting.
- c. All decisions of the Board shall be by a simple majority of members present and voting and in the event of equality of votes the president shall have a casting vote.
- d. The business of the Board may be carried out using electronic communication.

3.2.3 *Vacancies on the Executive Board*

The office of a Director shall be automatically vacated:



- (a) If a director resigns office by delivering a resignation to the Executive Board, which resignation shall be effective at the time it is received by the Executive Board or at the time specified in the resignation, whichever is later;
- (b) if the Director is found by a court to be of unsound mind;
- (c) if the Director becomes bankrupt;
- (d) if the Director is convicted of an indictable offence
- (e) upon removal by the Trustee or the Members in accordance with Section 3.2.4;
- (f) on the death of such Director;

3.2.4 Any vacancy among Board members or Officers shall be filled by the membership voting through an electronic ballot, unless the vacancy occurs after the end of the financial year but before the Annual General Meeting in which case Board has discretion not to hold such a ballot. The replacement shall serve the remainder of the term for that position.

3.2.5 *Removal of Members of the Executive Board*

- a. A Board member or Officer may be removed from office based on a resolution of at least two thirds (2/3) majority of the Board of Trustees recommending such removal and ratified by a resolution of the General Assembly at a General Meeting of NIRA, provided that such resolution:
 - i. must show just cause of such dismissal, and must have been delivered in writing to the Board Member or Officer concerned at least twenty-one days before the General Meeting, and
 - ii. such resolution must be passed by at least a two-thirds majority of those voting at the general meeting.
- b. Notwithstanding **clause 3.2.4 (a)** above, a Board Member may be removed from office by a resolution of the General Assembly subject to the conditions in **clauses 3.2.4 (a) i and 3.2.4. (a) ii**.
- c. If two or more Directors are in conflict of interest (a conflict of interest in accordance with paragraph 3.2e) in accordance with paragraph 3.2e, then such Directors shall first be given the opportunity to decide amongst themselves which of such Directors will resign. if one of such Directors does not resign: (i) within 10 days of the date that disclosure of the Conflict of Interest is made to the Association in accordance with paragraph 3.2e; or (ii) within the period before the next Board meeting following the date that disclosure is made, which period is shorter

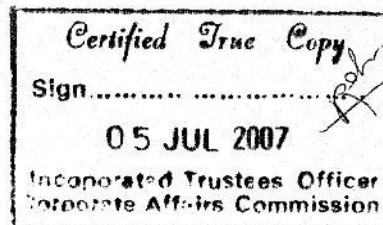
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then the Board shall, and shall have the authority to remove the said Director(s) (and the directors in conflict will not vote on the matter):

- i. if two or more directors are elected at the same time and are in a Conflict of interest, the Director(s) elected with the least number of votes;
- ii. if a newly appointed or elected Director is in a Conflict of interest with an existing Director;
- iii. if existing Directors come into a Conflict of Interest during their term of office:
 - A. the director whose status changes resulted in the Conflict of Interest;
 - B. the Director most recently appointed or elected;
 - C. the Director with the shortest term left to serve as Director; or
 - D. if applicable, the Director elected with the least number of votes;
 - E. whichever is first applicable in the order set out above.

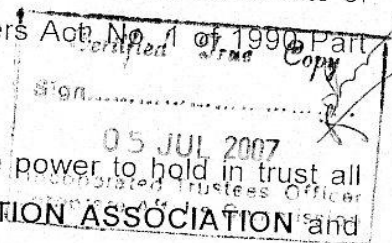
3.2.6 Officers of NIRA

- a. The **President**; who shall chair Board meetings and General Meetings, and oversee the business of NIRA.
- b. The **Vice-President**; who shall assist the President in his duties and deputize for the President as required.
- c. The **Secretary**; who shall have responsibility for such administrative tasks as may be required by the Constitution or by the Executive Board.
- d. The **Treasurer**; who shall administer the financial affairs of NIRA as directed by the Board.
- e. No person shall hold concurrently more than one Office of the Association.
- f. The term of office for the Officers shall be until the conclusion of the AGM two years after their election.
- g. No person shall be eligible to be elected to a particular Office for more than two consecutive terms.
- h. Any elected Member of the Board of Trustees who is elected as an Officer shall be deemed to have automatically resigned as an elected member of the Board of Trustees.



THE TRUSTEES:

- (A). The Trustees of **NIGERIA INTERNET REGISTRATION ASSOCIATION** for the purpose of the Companies and Allied Matters Act. No. 1 of 1990 Part C shall be appointed at a General Meeting by (2/3) majority votes of members present.
- (B). Such Trustees (hereinafter referred to as "The Trustees" shall be (9) in number and shall be known as **THE REGISTERED TRUSTEES OF NIGERIA INTERNET REGISTRATION ASSOCIATION.**
- (C). The trustees shall hold office for five (5) years but a trustee shall cease to hold office if he:
- Resigns his office
 - Ceases to be a member of the registered Trustees of the Organization.
 - Becomes insane.
 - Is officially declared bankrupt.
 - Convicted of a criminal offence involving dishonesty by a court of competent jurisdiction.
 - Is recommended for removal from office by a board of Governor's and Trustee's majority vote of members present at any General meeting of the Organization.
 - Ceases to reside in Nigeria.
- (D). Upon a vacancy occurring in the number of Trustees, a general meeting will be held to appoint another eligible member of **NIGERIA INTERNET REGISTRATION ASSOCIATION**
- (E). The Trustees shall apply to the Corporate Affairs Commission for Certificate of Incorporation under the Companies and Allied Matters Act No. 1 of 1990 Part C.
- (F). If such certificate is granted the Trustees shall have power to hold in trust all land belonging to **NIGERIA INTERNET REGISTRATION ASSOCIATION** and to acquire land on behalf of the Organization subject to such condition as the Commission may impose.



3.3.4 *Tenure of Board of Trustees*

All Trustees of NIRA shall except otherwise disqualified or removed as herein provided, shall hold office for 5 years.

3.3.5 *Common Seal*

a. The Trustees shall have a Common Seal.

b. Such Common Seal will be kept in the custody of the Secretary of NIRA who shall produce it when required for use by the Trustees

c. All documents to be executed by the Trustees shall be signed by the President and any two other Trustees and sealed with the Common seal.

3.3.6. The Trustees shall apply to the Corporate Affairs Commission (CAC) for a Certificate of Incorporation under Part C of the Companies and Allied Matter Act Cap 59 Laws of the Federation of Nigeria

3.3.7 If such application is accepted, the Trustees shall have powers to accept and hold in trust all property belonging to NIRA and acquire land on behalf of NIRA, subject to such condition as may be imposed by any law in force.

3.3.8 Every matter shall be determined by the majority of votes of the Trustees present and voting on the question except as provided in **clause 3.2.4 (a)**.

3.3.9 In the event of equality of votes the Chairman shall have a second casting vote.

3.3.10 Any resolution of the Trustees may be rescinded or varied from time to time by the Trustees.

3.3.11 Notwithstanding anything to the contrary hereinbefore contained no discretion or power conferred on the Trustees by any rule shall be exercised or operate so as to cause any part of the capital or income of the Trust Fund to become payable to or applicable for the benefit of any Trustee.

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05 JUL 2007
Incorporated Trustees Officer
Corporate Affairs Commission

3.4. Management Committee

There shall be a Management Committee for the day to day management of the .ngTLD

3.4.1 The Committee shall be made up of the department heads of NIRA and shall be the bureaucratic arm of the association.

3.4.2 Members of this Committee shall be professionals appointed on merit following a transparent selection process, to be undertaken by the Executive Board and ratified by the Board of trustees acting on behalf of the General Assembly.

3.4.3 The Management Committee shall be headed by the departmental head of the Administration Department who shall be the Administrative Point of Contact for the .ngTLD and an *ex officio* member of the Board of Trustees.

3.4.4 The Management Committee shall comprise of the following departments:

- a. Administrative department
- b. Technical department

4. MEMBERSHIP

4.1 Admission to Membership

a. The Trustees shall upon recommendation from the Management Committee approve the admission of applicants for the membership of NIRA

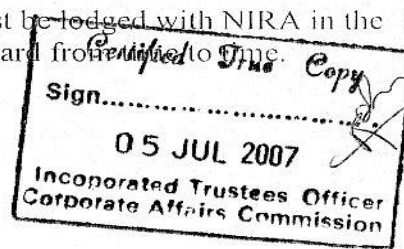
- b. Membership is held by any Legal Person provided that:
 - i in the case of natural persons, such natural person is above eighteen (18) years of age and;
 - ii in the case of artificial persons, such artificial person has legal personality conferred upon it by the laws of the jurisdiction it was incorporated.

c. Each person may only hold one membership in NIRA.

d. Membership of NIRA shall be limited to applicants who shall become members at the time of registering a domain name under the .ng domain. However applicants shall have the right to refuse or rescind membership at any time; provided that a former member who has refused or rescinded its membership may be reinstated as a member at any time by giving written notice to NIRA.

4.3 Application for Membership

a. An application for membership must be lodged with NIRA in the form and at the place approved by the Board from



- b. The CEO shall ensure that all applications are verified within 30 days of submission and consequently inform the Secretary of the Executive Board so as to enter their in the Register of members.

5. **REGISTER OF MEMBERS**

The Secretary shall keep the Register and shall enter in it the full names, addresses, and email addresses of Members, the date upon which Members became Members and the date upon which any Member ceased to be a Member. The Register must not be used for any other purpose and is to be open for inspection by Members.

6. **OBLIGATIONS OF MEMBERS**

6.1 ***Membership not Transferable***

Membership of NIRA is personal and is not transferable whether by operation of law or otherwise. All rights and privileges of membership of NIRA cease on termination of membership.

6.2 ***Prohibition on Voting Agreements***

A Member must not enter into or give effect to any contract, arrangement or understanding under which the Member (or any associate of the Member) has or will receive any material benefit in consideration for voting in a particular way (including not voting) on any matter before a general meeting including any election.

7. **MEMBERSHIP FEES**

7.1 ***Annual Membership Fees***

a. Unless exempted by the Board, each Member is obliged to pay an annual membership fee, payable in full each year on a date determined by the Board from time to time. Payment shall be made within one month of the due date (or such other date as the Board may determine from time to time) without prejudice to any rights of the Member.

b. The Board may from time to time determine the annual membership fees payable in respect of each Class of Membership.

7.2 ***Membership Fees payable on Application for Membership***

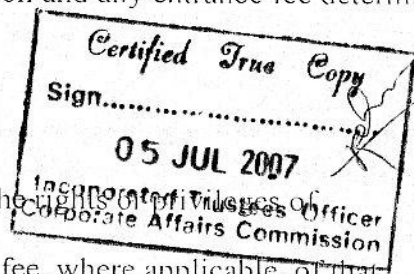
a. An applicant for membership is obliged to pay the applicable annual membership fee at the time of application and any entrance fee determined by the Board from time to time.

b. All fees are non-refundable

7.3 ***Unpaid Membership Fees***

A member shall cease to be entitled to any of the rights or privileges of membership if:

a. the annual membership fee or entrance fee, where applicable, of that member remains unpaid for three (3) months after it becomes payable and;



- b. a notice of default is given to the Member;
- c. but, subject to **clause 7.2**, those rights and privileges shall be reinstated on payment of all arrears.

8. TERMINATION AND CESSATION OF MEMBERSHIP

8.1 Membership of NIRA ceases if the Member;

- a. resigns by submitting notice to the Trustees;
- b. being a natural person, dies, becomes bankrupt, makes a composition with or assigns the Member's estate for the benefit of the Member's creditors;
- c. being an Organisation, becomes insolvent, has a receiver, receiver and manager, administrator or liquidator appointed, or is wound up (except for the purposes of reconstruction or amalgamation) and;
- d. ceases to satisfy the criteria for admission to membership of NIRA.

8.2 *Termination of Membership for Non-Payment of Membership Fees*

The Trustees upon recommendation from the Board may at any time terminate the membership of a Member for non-payment of membership fees if:

- a. the membership fees payable by the Member have remained unpaid for a period of not less than three (3) months after the due date for payment and;
- b. after the end of that three (3) month period, a notice of default has been given to the Member by the Secretary; and
- c. the membership fees payable by the Member remain in arrears for a period of one (1) month after the date of service of the notice of default upon the Member in relation to those outstanding fees.

8.3 *Expulsion of Members for Conduct Detrimental to Objects*

NIRA in general meeting may by special resolution terminate the membership of a Member if:

- a. the Trustees upon recommendation from the Board resolves that in the opinion of the Board the Member may have been guilty of conduct detrimental to the interests of NIRA or to the objects of NIRA; and
- b. the notice of meeting specifies the purpose of the meeting and the general nature of conduct referred to in the Board resolution; and
- c. the Member is given the opportunity to be heard at that part of the general meeting at which the resolution is considered.



8.4 Removal from the Register

Upon the termination of membership of a Member for any reason the name of the Member must be immediately removed from the Register.

8.5 Continuing Obligations

The termination of membership for any reason does not in any way prejudice, lessen or otherwise affect the liabilities and obligations of a Member (whether they arise under this Constitution or otherwise) existing at the date of termination or which arise or crystallizes after that date out of, or by reason of, facts or circumstances occurring or in existence at or before that date.

8.6 Without limiting the previous clause, termination of membership does not relieve a Member from any obligation to pay any membership fees payable on or before the date of termination and does not entitle the Member to any refund of any entrance or membership fees in part or in whole.

9. ELECTION

9.1 Nominations for Trustees, Officers and Board Members shall open eight weeks prior to the AGM and close 21 days prior to the AGM. Each nomination must be proposed by a financial member of the NIRA and agreed to by the nominee, who must also be a financial Member of NIRA. No member may propose their own nomination.

9.2 Nominations for elected positions will not be permitted from the floor of the AGM unless there is a shortfall of nominations for a position.

9.3 At every General Meeting each individual Member shall have one vote, except that the person chairing the General Meeting shall have a deliberative vote as well as a casting vote.

9.4 Voting at Annual or Special General Meetings of NIRA shall be by voice, show of hands or ballot at the discretion of the person chairing the meeting. At duly authorised meetings, voting may take place via the Internet by the use of a secure means of identification. Voting by proxy shall be allowed at General Meetings only.

9.5 In the event of an equality of votes for or against a motion or amendment at a General Meeting, the person chairing the meeting shall exercise a casting vote.

9.6 Proxies

a. The instrument appointing a proxy may be in writing signed by the appointing member or by that member's agent duly authorised in writing. Proxies may also be accepted in electronic forms as decided by the Council, provided that any such electronic forms must have been specified in the notice of meeting sent to Members.

b. The instrument appointing a proxy and the authority, if any, under which it is signed, must reach the Secretary not less than forty-eight hours before



the time for holding the meeting at which the person named in the instrument proposes to vote.

- c. The instrument appointing a proxy must state explicitly the scope of voting power being transferred to the person acting as proxy, i.e. the instrument shall state the issues for which it is valid and whether full, partial or no discretion is assigned to the person acting as proxy. Any instrument which does not include a full and clear statement of intent shall be invalid. The instrument appointing a proxy shall confer authority to demand or join in demanding a ballot.
- d. Proxies may be accepted by post, hand delivery, or courier or electronically by fax but not in other electronic formats.

10. LEGAL PERSONALITY

10.1 NIRA shall be a juristic person capable of acquiring rights, incurring obligations, entering into legal transactions and of suing and being sued in its own name.

10.2. Immovable property acquired by the NIRA shall be registered in the name of the Trustees.

11. ACCOUNTING

11.1. NIRA shall not distribute any of its funds and property to any person and shall utilize its funds for the objects for which it has been established.

11.2. All monies received on behalf of the NIRA shall be deposited in one or more accounts made by cheque any commercial instruments drawn on any such account or by cheques issued by the commercial bank with which a particular account is operated.

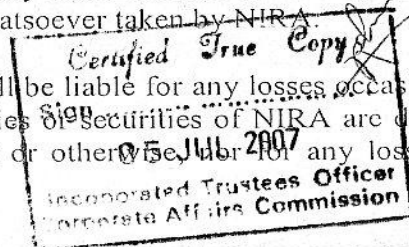
11.3. All payments from any account must be authorised by the Chief Executive Officer.

12. INDEMNITY

12.1. Each member of NIRA is indemnified out of and from the funds and property of the NIRA, against all losses, charges, costs, damages and other liability which NIRA may suffer or incur as a result of the person executing NIRA's duties, save to the extent that such person acted negligently or fraudulently.

12.2. No member of NIRA shall be answerable or deemed to be in any way responsible for any act or default of any other member or for any deficiency or insufficiency of any title or security whatsoever taken by NIRA.

12.3. No member of NIRA shall be liable for any losses occasioned by a Bank or other persons with whom monies or securities of NIRA are deposited or entrusted for safe custody, investment or otherwise, or for any loss, misfortune or damage



which may happen or take place in the execution of that member's duties, save to the extent that such member acted negligently or fraudulently.

13. BANK ACCOUNTS

The Executive Board may from time to time open and maintain in the name of the Association a Bank account or bank accounts at such Bank or banks as they shall from time to time desire and may at any time pay any monies forming part of the Trust Fund to the credit of any such account or accounts or place the same on deposit with any bank or banks and all cheques and orders for the payment of money shall be signed by any of the following persons:

- Chief Executive Officer
- Treasurer
- Secretary

14. AUDITORS

- a. There shall be appointed annually a professional firm of Auditors to audit and certify the accounts and books of the Association.
- b. The Auditors shall be appointed by the Executive Board subject to ratification of the Annual General meeting and shall be eligible for re-appointment

15. DISSOLUTION

15.1. NIRA may be dissolved by the Court on a petition brought for that purpose by:

- a. 50% (Fifty per cent) of the financial members at an annual general meeting or at a special general meeting convened for that purpose provided that notice of the proposed resolution is given to members not less than 14 days before the date of the meeting.
- b. The Board of Trustees
- c. The Executive Board
- d. The Corporate Affairs Commission



15.2. The grounds on which NIRA may be dissolved are:

- a. the aims and objects for which it was established have been fully realized and no useful purpose would be served by keeping NIRA alive.
- b. that the body corporate is formed to exist for a specified period and that period has expired and it is not necessary for it to continue to exist.
- c. that all aims and objects of the association have become illegal or otherwise contrary to public policy.
- d. that it is just and equitable in all circumstances that the body corporate be dissolved.

15.3. Upon the dissolution of NIRA, the Trustees shall, after making provision for the costs of dissolving NIRA, distribute the accumulated funds of NIRA to an Association not for gain with similar objectives to those of NIRA, as may be determined by the Trustees in its sole discretion.

16. **AMENDMENT OF THE CONSTITUTION**

This Constitution or any part thereof may after two readings be altered by a resolution passed by 2/3 of financial members of NIRA present at a general meeting or a special meeting convened for this purpose, provided that at least 14 (fourteen) days' notice of such special meeting is given to members.

17.

18. **MISCELLANEOUS**

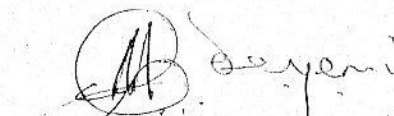
18.1. NIRA shall not be used by any individual, representative, liaison body or industrial sector to further its own business interests, outside the objectives of NIRA.

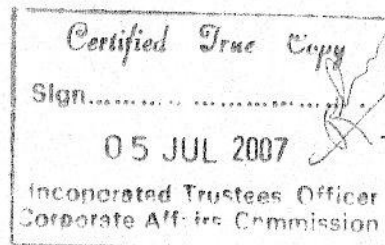
18.2. NIRA's address list shall not be used for any purpose other than the business of the NIRA, unless with the prior approval of the Executive Board.

18.3. No action shall be taken against a member or a member's representative, unless a report was tabled to the Board of Trustees and reasonable opportunity was given to the member or the member's representative to defend such member's position.

19. **LANGUAGE**

NIRA shall conduct its business in English the official language of the Federal Republic of Nigeria.


CHAIRMAN




SECRETARY

25TH OCT, 2006

SPECIAL CLAUSE

1. **THE INCOME AND PROPERTY** of NIGERIA INTERNET REGISTRATION ASSOCIATION whensoever derived shall be applied solely towards the promotion of the objects of the ASSOCIATION as set forth in this **RULES AND REGULATIONS/CONSTITUTION**, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit, to the members of the ASSOCIATION.
2. **PROVIDED** that nothing herein shall prevent the payment, in good faith, or reasonable and proper remuneration to any officer or servant of the ASSOCIATION in return for any service actually rendered to the ASSOCIATION but so that no member of the council of management or governing body shall be appointed to any salaried office of the ASSOCIATION or any office of the ASSOCIATION paid by fees; and that no remuneration or other benefit in money or monies shall be given by the ASSOCIATION to any member of such council or governing body except repayment of out-of-pocket expenses or reasonable and proper rent for premises demised, or let to the ASSOCIATION provided that the provision last aforesaid shall not apply to any payment of any company to a member of the ASSOCIATION may be a company in which such a member shall not hold more than one hundred part of the capital, and such member shall not be bound to account for any share of profit he may receive in respect of any such payment.
3. **NO ADDITION**, alteration, or amendment shall be made to or in the **RULES AND REGULATIONS/CONSTITUTION** for the time being in force, unless the same have been previously submitted to and approved by the Registrar General.
4. In event of the **WINDING UP** or **DISSOLUTION** of the ASSOCIATION their remains, after the satisfaction of all it's debts and liabilities, any property whatsoever, the same shall not be paid to all, distributed among the members of the ASSOCIATION but shall be given or transferred to some other institution or institutions, having objects similar to the object of the ASSOCIATION and the body or bodies are prohibited from distributing it's or their income and property amongst it's or their members to an extent at least as great as is imposed on the ASSOCIATION under or by virtue of the **SPECIAL CLAUSE** hereof, such institution or institutions to be determined by the members of the **ASSOCIATION**, effect cannot be given to the aforesaid provision, than to some charitable object.

