



THE COMPANIES ACT, 2012

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

UGANDA CLIMATE CHANGE CHAMPIONS

NETWORK (UCCCN)

May 2018

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THE REPUBLIC OF UGANDA
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A
SHARE CAPITAL
THE MEMORANDUM OF ASSOCIATION

PREAMBLE

WHEREAS Uganda has suffered drastic impacts of Climate Change;

RECOGNIZING the role individuals, groups, organizations and institutions play either individually or collectively in building climate change resilience and climate compatible development;

COGNIZANT of both the potential challenges and opportunities that climate change brings to communities, country and the global community;

AWARE of the need for coordination and cooperation among the above-mentioned players;

DESIRIOUS of constituting ourselves into and maintaining a Network for promoting participatory approaches in addressing climate change in a transparent and accountable manner;

WE THEREFORE, the undersigned members of the Network do **HEREBY ADOPT** this Constitution as our primary guiding instrument for our operations.

1. NAME OF THE ORGANISATION

The name of the organisation is the **Uganda Climate Change Champions Network (UCCCN)**.

2. ADDRESS OF THE ORGANISATION

The registered address of the Network shall be in Uganda and the physical location of the offices shall be determined by members from time to time.

3. OBJECTIVES OF THE NETWORK

The objectives for which the Network has been established are:

- i. To identify, promote, co-ordinate and safeguard the interests of its members;
- ii. To engage communities in the management of natural resources for sustainable development;
- iii. To raise awareness on climate change adaptation and mitigation strategies through trainings, workshops, publications, among others;
- iv. To conduct research and disseminate research findings on climate change;
- v. To carry out advocacy on issues related to climate change adaptation and mitigation;
- vi. To individually or in partnership implement national policies, laws and regulations that promote community-based climate change adaptation and mitigation strategies to minimise the impact of climate change;
- vii. To promote the adoption and adaptation of appropriate technologies that respond to issues of climate change;
- viii. To develop and promote partnerships for climate change adaptation for sustainable development;
- ix. To promote the use of appropriate information and communication technologies in climate change adaptation and mitigation.
- x. To integrate and address cross-cutting issues such as disability, gender concerns, youth, HIV/AIDS, population dynamics and unemployment among others in climate change adaptation and mitigation.
- xi. Generally, to do all such things that may be incidental to the achievement of the foregoing objectives of the Network namely:
 - a) To purchase, receive, leases as lessee, take by gift, own, hold, use, and otherwise deal in property therein situated in or out of Uganda in the interest of the Network.
 - b) To sell, mortgage, pledge, lease as leaser, and otherwise dispose of all or any part of its property and assets in the interest of the Network.
 - c) To make contracts and incur liabilities which may be appropriate to enable the Network to accomplish any or all of its objectives.
 - d) To take any gifts whether subject to any special trust or not, for any one or more of the objectives of the Network.
 - e) To take such steps from time to time deemed expedient for the purpose of procuring contributions from persons and the public to fund the Network, in the shape of donations, annual subscriptions or otherwise.

- f) To transfer all or any part of the property, assets, liabilities and engagements of this Network to any one or more of the companies, institutions, societies or Networks with which this Network is authorised to amalgamate.
- g) To invest moneys of the Network not immediately required for any of its objectives in such a manner as may from time to time be determined by the members.
- h) To print and publish newsletters, periodicals, books or leaflets that the Network may think desirable for the promotions of its objectives.
- i) To have and exercise all powers necessary or convenient to affect any or all the purpose for which the Network is established and organized.
- j) To do all such other lawful things as are incidental or conducive to the attainment of the above objectives under the laws of Uganda.

It is hereby declared that the objectives of the organisation as specified in each of the foregoing paragraphs of this clause (except only if and so far, as otherwise expressly provided in any paragraph) and shall be separate and distinct of the organisation and shall not be in any way limited by reference to any other paragraph or the order in which the same occur or the name of the organisation.

4. THE LIABILITY OF MEMBERS

- i. The liability of the members of the Network is limited by guarantee. Every member of the Network undertakes to contribute to the assets and liabilities of the Network in the event of it being wound up while being a member, or within one year afterwards, for payment of the liabilities of the Network contracted before a member ceased to be a member of the Network.
- ii. Upon winding up or dissolution of the Network, if there remains after satisfaction of all its liabilities, any assets, property or whatsoever remains shall be paid or distributed to charitable organizations having similar objectives to those of the Network.

WE, THE SEVERAL PERSONS WHOSE NAMES AND ADDRESSES ARE SUBSCRIBED BELOW ARE DESIROUS OF BEING FORMED INTO A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL IN ACCORDANCE WITH THIS MEMORANDUM OF ASSOCIATION

THE REPUBLIC OF UGANDA
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A
SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF UGANDA CLIMATE CHANGE CHAMPIONS NETWORK
(UCCCN)

ARTICLE 1: INTERPRETATION

In these Articles the following words and phrases shall have the meanings ascribed to them respectively viz:-

“The Act”: The Companies Act, 2012 including any statutory modification or re-enactment of it for the time being in force.

“Organisation or Network”: The Uganda Climate Change Champions Network (UCCCN)

“The Board”: The National Executive Committee (NEC)

“Member”: An individual, a company, organization, association, network or corporate body duly registered and entered in the register of members as a member of the Network.

“Annual General Meeting (AGM)”: The annual meeting of the Network, whether ordinary or extra ordinary, comprising the members duly convened and held in accordance with these Articles.

“The Articles”: The Articles of the Network for the time being in force.

“Inauguration Meeting”: The meeting at which intending member(s) is or are accepted as a member of the Network after registration and subscription.

“Year or Month”: Calendar year or month respectively.

“The Office”: The registered office of the Network.

“The Register”: The register with the full details of all members of the Network.

“The Seal”: The Common Seal of the Network.

Unless the context otherwise requires words implying the singular number are extended to include the plural and vice versa, the words implying persons, include corporations.

ARTICLE 2: ELIGIBILITY AND QUALIFICATION FOR MEMBERSHIP

- i. Membership to the network shall be open to any organization, institution, or individual that demonstrates a commitment to the Networks objectives and whose mandate is relevant to climate change arena or to the communities that are affected by climate change and meets the terms set forth under the provisions of this Constitution.
- ii. Membership shall be initiated by an application to the National Executive Committee (NEC) which shall consider the application in accordance with the provisions of the membership criteria and approved or denied by the AGM.
- iii. Applicants (individual’s or organisation’s) shall undergo a background check based on their legal status, existence for at least one year and engaged in climate change mitigation and adaptation activities, the existence of a physical address, functional governance structures, and objectives that are consistent with those of the Network.
- iv. For an organization to qualify for membership, it must be credible, non-partisan and demonstrates dedication to the objectives of this Network.
- v. A fully registered member shall be one who has fully paid the prescribed registration and annual subscription fees as proposed by the National Executive Committee and approved by the Annual General Meeting.
- vi. Only fully registered members who are up-to-date with their annual subscription fees shall be entitled to attend and participate in voting and be voted in the Networks activities such as the AGM, Committee Meetings and other meetings convened by the leadership of the Network. However, authorised persons may attend such meetings as observers or advisors.
- vii. Any member, who fails and or neglects to pay annual subscription fees for one year without due notice and approval from the AGM shall automatically cease to be a member of the Network.

- viii. A member who ceases to be a member under clause (iv) above may re-apply for membership upon payment of normal registration fees, the annual subscription fees and any other outstanding unpaid dues.
- ix. Applications for membership shall be written to the Secretary of the NEC.
- x. Application for membership to the Network shall be scrutinized by a Sub-committee of the National Executive Committee responsible for membership matters.
- xi. A registered member shall allow the Network to perform an oversight role over its activities, governance and management.
- xii. A registered member shall submit bi-annual performance reports to the Network.
- xiii. The Network shall not be liable for any act, omission or commission of any of its members and for avoidance of doubt it is hereby provided that each member to the Network shall be a legal entity and thus personally liable in civil or criminal proceedings.
- xiv. Member organization will be represented through nominated and authorized persons who have a mandate to make decisions on their behalf.

ARTICLE 3: RIGHTS AND OBLIGATIONS OF MEMBERS

- a) All members of the Network shall enjoy the benefits and may hold office in the organs of the Network in accordance with the provisions of this Constitution.
- b) Members shall benefit from capacity building programs such as seminars, workshops, symposiums, conferences, trainings and other related capacity building activities.
- c) Members have a right to elect, be elected and/or appointed as deemed necessary to any committee or task force that governs or provides specific services or which operates in a purely advisory capacity to the Network.
- d) Members shall be obligated to fully and meaningfully participate in all activities that further the Networks objectives set out herein.

ARTICLE 4: CESSATION AND TERMINATION OF MEMBERSHIP

- (i) Membership with the Network shall be terminated in the following circumstances:
 - a) The National Executive Committee (NEC) shall have powers by resolution carried by a majority of two-thirds of those personally present and voting at a meeting of the Committee, to suspend the membership of any member on valid grounds with approval of the AGM.

- b) The NEC shall cause to set up a Committees to make investigation and afford such a member a reasonable opportunity of being heard at the Committee hearing and make recommendations to the NEC with reasons supporting the Committee decision(s).
- c) Voluntary written withdrawal from the Network upon satisfaction of the National Executive Committee that there are no pending obligations for the said member.
- d) Failure to abide by the responsibilities and core values of the Network for which case the National Executive Committee shall initiate or cause the cessation proceedings to commence.
- e) A member's persistent failure to honour Network activities for one year without prior notification to the National Executive Committee shall be terminated.
- f) Involvement in gross misconduct by a member which may bring the Network into disrepute.
- g) The National Executive Committee may suspend a member if accused of gross misconduct until the full determination of the case.
- h) If any member shall be adjudged bankrupt, or being a company, shall go into liquidation whether compulsory or voluntary, or being a partnership shall be dissolved, such member shall cease to be a member of the Network.
- i) Upon request by the extraordinary resolution of the Annual General Meeting concerned with the member to decline the continuation of membership in the best interest of the Network.
- (ii) Any member desirous of resigning their membership must communicate their intention to do so in writing by giving notice of ninety (90) days. Any such member who resigns shall not be re-admitted unless otherwise unanimously resolved by the Annual General Meeting of the Network.
- (iii) Where a member has ceased to be a member of the Network for whatever reason, their name shall be removed from the register of members and any subscription fees and other dues that may have been paid by such a member shall not be refunded to them in any event.

ARTICLE 5: ORGANISATIONAL STRUCTURE OF THE NETWORK

The organizational structure of the Network shall comprise of the Annual General Meeting (AGM), the National Executive Committee, such other Sub-committees as may be established from time to time by the National Executive Committee and a Secretariat.

ARTICLE 6: THE ANNUAL GENERAL MEETING (AGM)

- (i) There shall be a body to be known as the Annual General Meeting consisting of registered members herein including members of the National Executive Committee.
- (ii) Every member organization duly registered as a legal entity shall be represented by at least one delegate to the Annual General Meeting.
- (iii) The National Executive Committee shall have power to make rules for proportional representation of members including but not, limited to regions, sectors, sex and other demographic considerations from time to time.
- (iv) The Annual General Meeting shall meet as follows:
 - (a) It shall meet at least once every year to discharge its functions; this meeting shall be the AGM of the Network.
 - (b) The AGM shall be convened and organized, including the preparation of the agenda, reports and all discussion papers, by the National Executive Committee.
 - (c) The National Executive Committee may convene special or extraordinary general meetings if it finds it necessary to do so if or requisitioned for by one-third (1/3) of the members of the Network.
 - (d) Notice of an AGM indicating the agenda and venue shall be given to the members in writing, at least one month before the date of the meeting, and, in case of a special or extra-ordinary meeting, notice shall be given at least two weeks before the date of the meeting, to enable members peruse documents and prepare for the meeting.

ARTICLE 7: FUNCTIONS OF THE ANNUAL GENERAL MEETING

The Annual General Meeting shall perform the following functions: -

- (a) It shall be the supreme decision-making body of the Network,
- (b) Deliberate and approve policies for the Network,
- (c) Make final decisions on any matters pertaining to the Network,
- (d) Review the performance, progress of the National Executive Committee and the Network in general.
- (e) Elect members of the National Executive Committee or fill any offices that may be vacant on the National Executive Committee.

- (f) Mobilize members to ensure full participation in implementation of the Networks activities at local, national and international levels;
- (g) Determining from time to time entrance and subscription fees payable by each membership of the Network.
- (h) Approve persons and organisations to be admitted into the membership of the Network upon proposal and recommendation by the NEC.
- (i) Assign such tasks to the NEC and Sub-committees as it may deem fit;
- (j) Approve the plans, budgets, accounts and auditors of the Network.
- (k) Receive, discuss and approve reports of the Network.
- (l) And to do any other thing deemed to be in the interest of the Network.

ARTICLE 8: ORDINARY MEETINGS

The National Executive Committee may on agreed times, dates and intervals convene regular meetings other than the AGM or extra-ordinary general meetings described above for the discharge of the functions of the Network. Such meetings will only deal with the work of the Network but will not deliberate the policy and Legal issues of the Network which are in the powers of the AGM and the extra ordinary General Meetings.

ARTICLE 9: THE NATIONAL EXECUTIVE COMMITTEE (NEC)

- i. There shall be a NEC, which shall be the Governing Body (Board) of the Network.
- ii. The NEC shall consist of: -
 - a) Chairperson
 - b) Vice Chairperson
 - c) Secretary
 - d) Treasurer
 - e) Five (5) Committee Members
- iii. The governance of the Network shall be conducted by the NEC who may exercise all such powers but subject to any regulations from time to time made by the Network in AGM provided that no such regulations shall invalidate any prior act of the NEC Committee which would have been valid if such regulation had not been made.
- iv. The performance of the NEC shall be appraised on an annual basis through self-assessment

mechanisms or by an external independent assessor using prescribed NEC performance assessment criteria approved by the AGM.

- v. Transportation, accommodation, hospitality and other expenses incurred by the members of the NEC in the attendance of NEC, Sub-Committee, Annual and Special meetings shall be paid by the Network based on the NEC Remuneration and Expense Policy approved by the AGM.

ARTICLE 10: THE ELECTION OF NEC MEMBERS

- i. The elections of the NEC members shall be guided by formal election procedure / criteria developed and published by the NEC, not less than two months prior to the Election Day.
- ii. An independent presiding officer shall be proposed by the NEC and approved by the AGM.
- iii. A member of the NEC shall have proven experience in leadership and management in a relevant field.
- iv. A member of the National Executive Committee shall: -
 - a) be a citizen of Uganda;
 - b) a registered member of the Network;
 - c) be a person of high moral character;
 - d) be a person of proven integrity;
 - e) not have been convicted for any crime;
 - f) have completed Uganda Advanced Certificate of Education (UACE) or equivalent; and
- v. A member of the NEC shall hold office for a period of three years and is eligible for a re-election for one further term of three years.
- vi. One third (1/3) of the NEC shall be female.

ARTICLE 11: FUNCTIONS OF THE NEC

The NEC shall perform the following roles: -

- (a) Oversee the implementation of the Network's policies and programmes;
- (b) Review the performance of the annual plans, budget and strategic plan of the Network;
- (c) Discuss programme, financial and other reports of the Network and present them to the AGM;
- (d) Establish the rules and procedures for proper financial management and accountability for

- the Networks resources;
- (e) Determine and review the structure and staffing levels at the Secretariat;
 - (f) Appoint the Chief Executive Officer and other Senior Management Staff at the Secretariat;
 - (g) Discipline the Chief Executive Officer and review his/her annual performance.
 - (h) Establish rules and procedures for the appointment, discipline, termination of services and general personnel matters;
 - (i) Determine and review terms and conditions of service of staff of the Network;
 - (j) Provide oversight function over the functionality of its members;
 - (k) Monitor the performance of its members and receive periodic reports from members;
 - (l) Mediate, resolve and advise its members when they are involved in conflicts; and
 - (m) Performing such other functions as may be prescribed by the AGM.

ARTICLE 12: MEETINGS OF THE NEC

The meetings of the NEC shall be conducted as follows:

- i. The Chairperson shall convene meetings of the NEC who shall meet at least once every three months at such places and at such times as may be decided upon by the NEC.
- ii. The Chairperson or in his or her absence the Vice-Chairperson shall preside at every meeting of the NEC and in the absence of both the Chairperson and Vice Chairperson; the members present shall elect from among their number, an acting Chairperson.
- iii. The Chairperson may convene special meeting of the NEC if deemed necessary.
- iv. With the exception of a special meeting, notice of the NEC meeting shall be given in writing to each member at least fourteen days before the day of the meeting.
- v. The quorum for a meeting of the NEC is 2/3 of the members.
- vi. The NEC shall cause to be recorded and kept, minutes of all meetings in a form approved by the NEC. The minutes recorded under this paragraph shall be submitted to the NEC for confirmation at its next meeting and when so confirmed, shall be signed by the Chairperson and the Secretary to the Network, in the presence of the members present at the latter meeting.
- vii. All decisions at a meeting of the NEC shall be by simple majority of the votes of the members present and where there is an equality of votes, the person presiding at the meeting shall have a casting vote. A decision reached by the NEC shall be binding on all members.

- viii. The NEC may co-opt any person who, in the opinion of the NEC, has expert knowledge concerning the functions of the NEC or matter(s) under discussion to attend and take part in the proceedings of the NEC. A person co-opted under this paragraph may take part in any discussion at the meeting of the NEC on which his or her advice is required but shall not have any right to vote at that meeting.
- ix. Subject to this Constitution, the NEC may regulate their own procedure or any other matter relating to its meetings.
- x. The NEC during its meeting shall come up with job descriptions for each member of the NEC and Staff of the Secretariat.

ARTICLE 13: ROLES OF THE CHAIRPERSON

The Chairperson of the Network shall perform the following roles: -

- i. Chair all the meetings of the National Executive Committee, and Annual General Meeting.
- ii. Chair the Appointments and Disciplinary Committee of the Network.
- iii. Monitor the implementation process of all the activities of the Network in general.
- iv. Sign all deeds and conveyances of real property and other instruments requiring his/her signature.
- v. Enforce observation of the Rules and Regulations of the Network.
- vi. Perform such duties as by usage and custom that pertain to the office of the Chairperson.
- vii. Ensure good governance in a way that moulds the ethical conduct by the NEC members.
- viii. Assess the performance of the NEC members and the Chief Executive Officer.

ARTICLE 14: ROLES OF THE VICE CHAIRPERSON

The Vice Chairperson of the Network shall perform the following roles: -

- i. Shall represent the Chairperson in his/her absence.
- ii. Shall perform, any other duties assigned to him/her by the Chairperson.
- iii. Monitor the implementation of the Network's programmes.

ARTICLE 15: ROLES OF THE SECRETARY

The Secretary of the Network shall perform the following roles: -

- i. Shall be a Custodian of the Network's records, minutes and documents.
- ii. Shall issue or cause to issue notices for the meetings of the Network.
- iii. Shall sign with the Chairperson such instruments of the Network that require his/her signature.
- iv. Shall initiate and present to the meetings proposed policies and programmes of the Network.
- v. Shall monitor implementation and performance of policies and programmes of the Network.
- vi. Shall mobilise and recruit members into the Network.

ARTICLE 16: ROLES OF THE TREASURER

The Treasurer of the Network shall perform the following roles:

- i. Present proposed budget, financial reports and audited accounts to the NEC and AGM.
- ii. Monitor the implementation and performance of financial services of the Network.
- iii. Inspect the books of accounts of the Network and ensure that they are in good order.
- iv. Initiate and lobby for funding for the Network.
- v. Chair the Finance and Administration Committee of the Network.
- vi. Generally, oversee or cause the proper management of the financial affairs of the Network in a competent manner expected by the NEC and AGM.

ARTICLE 17: SUB-COMMITTEES OF THE NEC

- i. The NEC shall appoint mandatory Sub-committees deemed necessary in the performance and conduct of their functions herein.
- ii. Each of the Sub-committees shall have at least five members headed by a member of the NEC, have a representative from the Secretariat and others drawn from the members.
- iii. The NEC may appoint any other member, as and when deemed necessary in the proceedings of the NEC meetings but without voting rights.

ARTICLE 18: CEASATION FROM THE NEC

- i. A member of the NEC may resign his or her office by writing to the Secretary.
- ii. A member may be removed from office by the Annual General Meeting on any of the following grounds:
 - a) inability to perform the functions of his or her office arising out of physical or mental incapacity;

- b) incompetence;
 - c) conflict of interest;
 - d) is convicted of a criminal offense in respect of which a penalty of imprisonment of one year or more is imposed without the option of a fine;
 - e) is adjudged bankrupt;
 - f) abuse of office;
 - g) failure to attend three (3) consecutive NEC meetings without prior permission of the Chairperson or justifiable reason according to the NEC members;
 - h) is found to be of unsound mind;
 - i) is voted out of office;
 - j) If the member organisation or other legal entity by whom he/she was nominated ceases to be a member of the Network;
 - k) is requested in writing by not less than two third of other members of the NEC to resign provided there exists sufficient grounds in support thereof; and
 - l) absence from Uganda for more than twelve months.
- iii. Where a member of the NEC dies, resigns or for any reason ceases to be a member, the NEC shall have the power to fill such a vacant position until the next AGM.

ARTICLE 19: THE SECRETARIAT

- i. There shall be a Secretariat of the Network.
- ii. The Secretariat shall consist of Senior Management Team and Staff as may be deemed fit by the NEC and approved by the AGM to run the day to day business of the Network.
- iii. The Senior Management Staff of the Secretariat shall be appointed by the NEC on such terms, conditions and procedures set out in the Human Resource Management Policy of the Network from time to time.
- iv. The support staff shall be appointed by the Senior Management Staff with approval of the relevant Sub-Committee of the NEC.
- v. The Chief Executive Officer shall be the Secretary to the NEC without any voting rights.

ARTICLE 20: FUNCTIONS OF THE SECRETARIAT

The function of the Secretariat shall be to:

- i. Provide and exercise executive powers and leadership of the Network's affairs;
- ii. Propose policies for consideration by the NEC and approval of the AGM;
- iii. Supervise the day-to-day conduct of the Network's activities;
- iv. Recommend to NEC candidates for appointment when a position in the Secretariat falls vacant;
- v. Advise the NEC in the performance of their functions under this Constitution;
- vi. Implement the decisions of the Annual General Meeting and the NEC;
- vii. Ensure that all organs of the Network function professionally as required;
- viii. Prescribe rules and regulations for the functioning and operation of the Network;
- ix. Translating the members' needs into priorities for action; and
- x. Perform any other function that may be assigned to it by the NEC.

ARTICLE 21: FINANCES

- i. The finances of the Network shall be raised and managed in all ways permitted by laws of Uganda through subscription, donations, fundraising activities and other businesses carried out by the Network and Affiliates.
- ii. All moneys received by the Network shall be immediately paid to its credit at the Network's Bankers.
- iii. All financial transactions on the Network's Bank Accounts shall be signed in such manner as the NEC may direct from time to time.
- iv. Gifts to the Network in kind shall be charged to stores and records kept.

ARTICLE 22: ACCOUNTS

- i) The NEC shall cause to publish true copies of accounts showing income and expenditure of the Network from time to time.
- ii) The NEC shall annually publish and keep true copies of balance sheet, profit and loss Accounts of the Network.

ARTICLE 23: AUDIT

- i. The AGM shall appoint an Auditor or firm of Auditors to audit the accounts of the Network and the report shall be presented to the AGM.
- ii. The AGM shall fix at their meetings the remunerations for Auditors appointed to audit the Accounts of the Network at the relevant levels
- iii. Every auditor so appointed has right of access always to books, accounts and any sources of information for performance of their duties.
- iv. The Financial year shall be 1st January to 31st December.
- v. The books of Accounts shall be kept at the registered office of the Network.

ARTICLE 24: THE SEAL

- i. The Network shall have a Seal known as the “Common Seal” of the Network. The NEC shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof.
- ii. Such Common Seal shall be kept at the Registered Office of the Network and be used only under the directions of the NEC in the presence of the Chairperson and Secretary.
- iii. The common seal shall be the Official signature of the Network and shall be affixed on all contracts entered into on behalf of the Network and such other important documents as may be approved by the NEC.
- iv. The Seal shall not be affixed to any instrument except by authority of the resolution of NEC and shall be fixed in the presence of at least two authorized officials of the Network who must sign every instrument to which the seal is so affixed in their presence.

ARTICLE 25: SETTLEMENT OF DISPUTES

- i. If and when any difference, dispute, disagreement or conflict shall arise between any parties arising from the provisions of these Articles and Memorandum in respect of the construction or otherwise of the Memorandum and Articles or any of the provisions therein or any act or thing made or done or to foe made or done or emitted or in regard to the rights and liabilities arising hereunder or arising out of the relation existing between the parties or organs by reason of these Articles or of the Act, the parties to these Articles and Memorandum of Network or any third party shall use their best efforts to resolve amicably such difference, and if agreed by any listing the services of a mediator or conciliator.

- ii. If after sixty (60) days from commencement of such mediation, conciliation, reconciliation or dispute/conflicts resolution, the parties are unable to resolve amicably the difference, dispute, disagreement or conflict referred or submitted to it, the matter in issue shall be referred to Arbitration and every such reference shall be conducted in accordance with the Arbitration Act chapter 55 of the Laws of Uganda and any other statutory modification or re-enactment thereof the time being in force.
- iii. During the progress of arbitration, the Network business and activities shall not have directly been affected by the arbitration proceedings shall continue in progress.

ARTICLE 26: REPEAL AND AMENDMENT

The Memorandum and/or Articles of the Network may be modified, enlarged, abridged or added to from time to time by special resolution passed by two thirds majority vote of the members present in person at the AGM provided notice of such a meeting shall have been communicated to members in accordance with the provisions of the Network's Articles.

ARTICLE 27: DISSOLUTION

- a) The Network shall only be dissolved by special resolution passed by two thirds majority vote of the members present at the AGM; provided that the members present shall form a quorum of not less than three quarters of the number of eligible delegates to the AGM.
- b) No dividends, assets and any other property of the Network shall be paid to members of the Network upon its dissolution.
- c) All dividends, assets and any other property of the Network shall be distributed to charitable organisations upon its dissolution.

WE, THE SEVERAL PERSONS WHOSE NAMES AND ADRESSES ARE SUBSCRIBED ARE DESIROUS OF BEING FORMED INTO A COMPANY IN ACCORDANCE WITH THIS ARTICLE OF UGANDA CLIMATE CHANGE CHAMPIONS NETWORK (UCCCN)

NAMES	POSTAL ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS	SIGNATGURES OF SUBSCRIBERS

DATED AT KAMPALA this..... day of.....2018

WITNESSETH to the above signatures

Signature:

Name in full:

Occupation:

Postal Address:

.....

Drafted by:

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