ARTICLES OF ASSOCIATION

(RULES & REGULATIONS)

OF

Consortium of Private Academic Libraries in India

A COMPANY LIMITED BY GUARANTEE AND

NOT HAVING A SHARE
Article I. Definitions

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meanings as in the Act or any statutory modifications thereof in force at the date at which these regulations become binding on the Consortium.

“Act” means, The Companies Act, 2013 or such modifications thereof.

“Articles” means, these Articles of Association from time to time altered or added to by Special Resolution, and approved by the Registrar.

“Associate Member” mean an institution, Consortium or any other corporate body, not directly engaged in imparting higher education, but is generally interested in development of higher education, particularly libraries, and has agreed to the objectives of the Consortium and whose membership has been approved as per the provisions of this Memorandum, for example publishers, regulatory and funding organizations.

“Board” means Board of Governors of the Consortium.

“Consortium” means Consortium of Private Academic Libraries in India.

“Council” means of Council of Members, Associated Members, Invitees and other representatives.

“In Writing” means written by hand, printed or in electronic form, or partly with one mean and partly the other means.

“Member” means common term applicable to all categories of members of the Consortium, including Institutional Member, Associate Member or Nominated Member.

“Memorandum” means this Memorandum of Association, as approved by the Council.

“Office”, means the registered office of the Consortium.

“Seal”, means the common seal of the Consortium.

“Year” means, a year from the 1st January to 31st December both dates inclusive.
Article II. Management Structure of the Consortium

The Consortium will have the following bodies:

(a) **Council of Members** is the supreme general body of the members, and will consist of representatives of all Members, Associate Members and Invited Members.

(b) **Board of Management** shall be the decision making body, and shall be overall responsible for management of business and affairs of the Consortium. The Board will consist of members elected by the council, and members coopted by the elected members, and ex-officio members. The Board will be accountable to the Council.

(c) Chief Executive Officer: will be responsible for day to day affairs of the Consortium, and shall be accountable to the Board. He shall also act as ex officio Secretary of the Board.

Article III. Membership

Section 3.01 Categories of memberships and eligibility thereof

The Consortium will have the following category of members:

(a) Institutional Member,
(b) Provisional Member,
(c) Associate Member, and
(d) Nominated member

Section 3.02 Eligibility for Institutional Membership

The following will be eligible for being admitted as an Institutional Member:

(a) Organizations engaged in imparting of higher education, authorized to award their own degrees, or affiliated to another institution for awarding degrees, including degrees only by research, by whatever name they may be called; including a University, Deemed University, College, etc. or its parent body such as trust or Consortium, established in India as a not-for-profit institution of higher education; and

(b) Which has or propose to have a permanent establishment or campus, including a Library; and

(c) Which has not received any grants, or funds directly from the Union or any State Governments, or any administrative body of the Government, for its regular operations, during the last 3 years, and

(d) which is recognized by a regulatory body as required by law, such as University Grants Commissions, All India Council for Technical Education, Bar Council of India, Medical Council of India, etc. authorized to recognize such institution, and

(e) Which has subscribed to the objectives of the Consortium, applied to be admitted as Institutional Member, and has paid the requisite prescribed in the Regulations;
Provided that a new or proposed organizations which does not have a permanent establishment or campus, or such organization which has not yet received a recognition, as required by clause “3 (2) d” above, may be made a Provisional Member until it has fulfilled these conditions, subject to a maximum period of three years.

**Section 3.03 Eligibility for Associate Membership:** The following shall be eligible for admission as Associate Member

(a) An organization, company, institution, trust, firm, association or any other corporate body, including an organization established outside India, which is not directly engaged in imparting higher education in India, but subject to the satisfaction of the Board is generally interested in higher education, for example, organizations providing services and supplies to Institutional Members, publishers of print and electronic material, manufacturer or suppliers of tools for teaching, research and collaboration, etc; and

(b) Has subscribed to the objectives of the Consortium, has applied to be admitted as an Associate Member, and has paid the requisite membership fee

**Section 3.04 Representative of Institutional Members**

(a) To discharge its functions as member of the Consortium each Institutional Member shall be represented in the Council by one of its following officials:

(i) **Head of the institution, whatever designation one may carry such as Vice Chancellor, Director or Principal, etc., OR**

(ii) **Head of the Library, whatever designation one may carry such as Librarian, University Librarian, Library Director etc. OR**

(iii) **Administrative Head of the institution, such as Registrar etc.**

Provided that if none of the above positions are occupied, another suitable person may be appointed by the competent authority of the Institution until such person takes office.

(b) Such representative shall have the right to vote at the General Meetings being physically present at such meetings.

**Section 3.05 Representative of Associate Members**

To discharge its functions as member of the Consortium each Associate Member shall be represented in the Council by one of its officials, duly nominated in writing by a competent authority of such Associate Member organization.

**Section 3.06** The Institutional Member or Associate Members shall have the right to change the nomination of representative from time to time.

**Section 3.07** All nomination for representing the membership shall be authorized in writing by the competent authority in that organization, addressed to the President, and shall be effective on its acceptances by the Board.

**Section 3.08 APPLICATION FOR MEMBERSHIP**
(a) Every candidate organization for admission as an Institutional Member shall make an application for membership in writing and signed by an official of that organization, in the format prescribed by the Consortium from time to time. The application shall be sent to the Registered Office of the Consortium together with the necessary fees as prescribed by the Consortium.

(b) Membership application received would be considered by the Board in accordance with the procedure which may be laid down from time to time by the Consortium.

(c) The decision of the Board shall be final. The Board is not under any obligation of explaining the decision on the membership applications.

(d) When an application for membership is rejected, a fresh application can be made only after six months of such rejection, and after removal of any deficiency.

Section 3.09  MEMBERSHIP FEES

(a) The following fees will be payable by the members to the Consortium:

(i) **Admission Fee**: Rs 5000/- (one time), for both Institutional Members and Associate Member

(ii) **Annual Fee**: Rs. 5, 000/- per year for Institutional Member, and Rs. 2000/- for Associate Member.

(iii) **Subscription Fee**: A flexible subscription fee payable by all Institutional Members who wish to avail subscription of resources of common interest of all Institutional Members, as fixed by the Council on annual basis after receiving inputs from the Members.

(b) Subscription fees for specialized resources shall be levied only from such Institutional members or Group of members, which agree to subscribe such specialized resources on the basis of terms negotiated by the Consortium.

(c) Criteria for fixing the subscription fee for each subscribed resource will be generally on the basis of number Full Time Enrollment of students at undergraduate, post graduate or research level, on the basis of an agreed formula by the Consortium and respective suppliers of such resources, product or service.

(d) No fee shall be charged from Nominated Members.

(e) Annual Fee and Subscription Fee shall be charged on Financial Year basis, and shall be payable within 15 days of the commencement of each Financial Year. New members joining after lapse of six months of the Financial Year shall be eligible to pay only 50% of such fees. However, no fee shall be refunded if a member ceases to be member in the middle of the Financial Year, for whatsoever reason.

(f) The Council may change rates of Fees by passing a special resolution by majority vote.

Section 3.10  REGISTER OF THE MEMBERS: The Consortium shall maintain at its registered office a register of all its members and shall enter therein, the particulars required as per the provisions of the Companies Act, 2013.

Section 3.11  RIGHTS OF MEMBERS

(a) Each Member shall be entitled to participate in the General Meetings of the Consortium
(b) Each member shall have the right to inspect the Books of Account and Minutes Books of the General Meetings and Register of Members of the Consortium, on any working day, during business hours by giving at least 15 days' prior notice in writing and obtaining the permission to do so.

(c) Each Institutional Member shall have one vote at every meeting of this Consortium, provided the membership fees have been duly paid and he has been registered as a member for at least six months on the day of the meeting.

(d) Each Institutional Member or Associate Member shall be eligible to be elected to the Board in his respective categories, provided the member has been registered as a member for at least six months on the day of election.

Section 3.12 Withdrawal OF MEMBERSHIP: A Member shall cease to be a Member on submitting his resignation from membership in writing

Section 3.13 Cancellation of membership: On representation by one or more members of the Consortium, or the basis of its own initiative, the Board may cancel or suspend, for a period determined by the Board, a membership in the following circumstances,

(a) In case, the conduct of the Member, or its representative, is detrimental to the interest of the consortium,

(b) In case, information provided at the time of application for membership was found subsequently incorrect, or that any material particular was omitted or withheld.

(c) On its cessation of operation, or merger, acquisition or dissolution of the member organization,

(d) In case of an Institutional Member, change in nature of activity from Not-for-profit to profit making

(e) On failure to pay fee or any other dues due to the consortium within the prescribed period.

Provided that the Board in its discretion may withdraw such cancellation or suspension, or reduce period of suspension.

Provided further that all such decisions of the Board shall be put up, along with any representation by the member and any proceedings and orders thereafter, before the Council in its immediately next meeting, for ratification or otherwise.

Section 3.14 CONSEQUENCES OF WITHDRAWAL OR CANCELLATION OF MEMBERSHIP:

(a) A member ceasing to be a member shall nevertheless remain liable for and shall pay to the Consortium all monies which at the time of the cessation may be due to the Consortium

(b) No refund of membership fee or subscription fee shall be made remaining period of the year. However, in case of cancellation of membership under section 3.12, the Board may allow availing of the resources, or services for which the subscription fee has been paid by such member until the expiry of subscription period of such resources or services.
(c) A member whose membership has been withdrawn, cancelled, or suspended, may make a new application for membership, not before expiry of six months from date of cessation of membership, or after expiry of suspension period, whichever is longer. If a new membership is granted on such new application, the membership will be considered effective from the new date, for all purposes of provisions of the Articles.

Article IV. Board of Management

Section 4.01 OFFICE BEARERS OF THE BOARD OF MANAGEMENT

(a) The Board shall consist of maximum of Eleven office bearers and ordinary members, as follow:
   (i) President
   (ii) Vice President
   (iii) Treasurer
   (iv) THREE ordinary members representing Institutional Members
   (v) Up to Two ordinary members representing Associate Members.
   (vi) Immediate past President, ex officio member if he is available and agrees to be a member
   (vii) Secretary: Chief Executive Officer of the Consortium, shall be ex officio Secretary of the Board
   (viii) Up to Two independent members who have specialist knowledge, experience, and reputation in the fields of education, librarianship, technology or publishing may be coopted by the Board. Provided that such coopted members do not hold any office or have any interest in any of Institutional Member or Associated member.

(b) Coopted members and ex officio members of the Board shall not have right to vote.

Section 4.02 TERMS OF OFFICE OF THE BOARD OF MANAGEMENT

(a) The Board shall hold office until the successor Board is elected in the Annual General Meeting and takes charge.

(b) The Members of the Board are eligible for re-election in the Annual General Meeting after their completion of one term of office.

(c) However the office bearers comprising the President, Vice President, and Treasurer cannot hold office for more than three consecutive terms in the same position.

Section 4.03 TERMINATION OF OFFICE ON BOARD OF MANAGEMENT: A member of Board who absents himself from three consecutive meetings of the Board held during a period of twelve months with or without seeking leave of absence of the Board shall automatically cease to be a member of the Board

Section 4.04 ELECTION OF THE BOARD

(a) The election of the Board shall be by secret ballot by members present physically. The Board may however may decide to conduct the elections my means of online polls using a secure system, with sufficient advance notice to all members.
(b) Casual vacancy of an office bearer or a member of the Board caused due to death, resignation or any other reason whatsoever shall be filled up by the Board by co-option.

(c) President, Vice President, Treasurer and Three ordinary members shall be elected from amongst, and by Institutional Members only.

(d) Associate members shall elect one ordinary member, in case number of valid Associate Members does not exceed twenty five. If number of Associate Members exceed twenty five one more ordinary members shall be elected by Associate members.

**Section 4.05 POWERS, FUNCTIONS AND DUTIES OF OFFICE BEARERS OF THE BOARD**

(a) **President:** The president shall preside over the meetings of Board and General Meetings and shall perform all the executive administration of the functions of the consortium and will carry out such duties as may be entrusted to him by the Board from time to time.

(b) **Vice President:** In the absence of the President, the Vice President shall preside over the meetings of the Board and General Meetings and shall perform all such duties as may be entrusted to him by the Board from time to time.

(c) **Treasurer:** Treasurer shall receive the membership subscription fees, subscription, donations, and issue receipts of the same and keep the necessary accounts. He shall also make and disburse the payments as sanctioned by Secretary and/ or President and shall not keep more than Rs. 25000/- on hand for petty cash. He shall be responsible for maintaining and presenting in proper form the Annual Accounts- Statement of income & Expenditure a/c and balance Sheet duly audited by qualified auditors or auditor to the Annual General Meetings.

(d) **Secretary:** The Secretary shall take charge of all secretarial duties and sign all the correspondence pertaining to the affairs of the Consortium and shall maintain all records of the Consortium.

**Section 4.06 MEETINGS OF THE BOARD OF MANAGEMENT**

(a) Meetings of the Board shall be held at such time and place as the members may from time to time decide and shall keep a Minutes book of the proceedings. The Consortium shall hold a minimum number of four meetings of the Board every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board.

(b) **Casting Vote:** In case of a tie or equality of votes at any meeting, the matter shall be decided according to the casting vote of the President of the Meeting

(c) **Quorum:** The quorum for a meeting of the Board shall be one third of its total strength or three members of the Board whichever is higher. For this purpose any fraction of a number shall be rounded off as one.

**Section 4.07 POWERS & FUNCTIONS OF BOARD OF MANAGEMENT**
Without prejudice to the generality of any power’s hereby given or by law conferred or implied or vested in the Board, the following powers and authorities are hereby expressly, conferred.

(a) To pay all expenses incidental to promotion or registration of consortium and to give aid by way of donations to needy persons or institutions or spend money to achieve the objects of the Consortium.

(b) To appoint Committees or sub committees for carrying our function of the Consortium smoothly. Such Committees or sub-committees may have members of the Consortium as well as expert members who may be not Members of the Consortium.

(c) To receive subscription, sponsorships in cash or in kind by whatever name called, and donation on such terms and conditions as may be decided at the meeting.

(d) To hire, appoint and/or dismiss Chief Executive Officer, other staff; and pay the remunerations to them as may be decided in the meeting.

(e) To hire or engage consultants, contractors, auditors, and lawyers for professional services and pay remuneration as agreed with them

(f) To subscribe and become Member of such other similar organisations.

(g) To acquire suitable premises that may be required to house the office of the Consortium as well as to carry out its objects, and equip the same with equipment, furniture and other items required for carrying out such objects on rental, ownership or such other terms.

(h) To open, maintain and operate Bank Accounts in the name of the consortium or in the names of two or more members of the Board at such Bank or Banks

(i) Any such Bank Accounts may be operated upon by two or more of the members of the Board as may be decided by passing a Resolution to that effect from time to time.

(j) To engage lawyers or other professional persons and pay the remuneration as may be agreed

(k) To settle dispute of any nature.

(l) To carry out resolution passed by the General Body Meeting

(m) To call the Annual General Meeting every year within a period of six months from the date of closing of the financial year.

(n) To sell, let, mortgage, dispose-write off all or any of the property or assets of the Consortium as may be thought expedient with a view to the promotion of its objects with the consent of the Consortium in General Meeting.

(o) To undertake and execute any trusts which may lawfully be undertaken by the Consortium and which may be conducive of its objects with the consent of the Consortium in General Meeting.

(p) To borrow money for the purposes of the consortium on such terms and on such security as may think fit with the consent of the Consortium in General Meeting.
q) To do all such other activities as may be necessary in the interest of the members and the consortium.

Article V. GENERAL MEETINGS OF THE COUNCIL OF MEMBERS

Section 5.01 The General Meetings shall consist of all members physically present and shall have the following powers:

(a) To elect Board Members for the ensuing year.
(b) To approve the accounts placed before them by the Board.
(c) To appoint Auditors to audit the books of accounts of the Consortium and fix their remuneration
(d) To approve contracts made with publishers and suppliers of resources and other services
(e) To do any other work as may be deemed fit and necessary in the interest of the Consortium

Section 5.02 NOTICE OF THE GENERAL MEETING

(a) A general meeting of the Council shall be called by giving not less than clear twenty-one days' notice either in writing or through electronic mode in such manner as may be prescribed by the Companies (Management and Administration) Rules 2014. Provided that a general meeting may be called after giving a shorter notice if consent is given in writing or by electronic mode by not less than two third of the members entitled to vote at such meeting.
(b) Every notice of a meeting shall specify the place, date, day and the hour of the meeting and shall contain a statement of the business to be transacted at such meeting.
(c) The notice of every meeting of the Council shall be given to--
(i) Every member of the Consortium, legal representative of any deceased member or the assignee of an insolvent member;
(ii) The auditor or auditors of the Consortium; and
(iii) Every member of the Board of the Management.
(d) Any accidental omission to give notice to, or the non-receipt of such notice by, any member or other person who is entitled to such notice for any meeting shall not invalidate the proceedings of the meeting.
(e) The Board may, whenever it deems fit, call an extraordinary general meeting of the Consortium.

Section 5.03 Extraordinary General Meeting

(a) The Board shall, at the requisition made by such number of members who have, on the date of receipt of the requisition, not less than one half of the total strength of members eligible to vote on the said date, call an extraordinary general meeting of the Consortium within twenty one days of receipt of a valid requisition.
The requisition made under clause (a) above shall set out the matters for the consideration of which the meeting is to be called and shall be signed by the members making such request, and sent to the registered office of the Consortium.

If the Board does not, within twenty-one days from the date of receipt of a valid requisition in regard to any matter, proceed to call a meeting for the consideration of that matter on a day not later than forty-five days from the date of receipt of such requisition, the meeting may be called and held by the members who had made such request themselves within a period of three months from the date of the requisition.

Section 5.04 QUORUM:

(a) The quorum for general meetings shall be ten members or twenty five percent of the members eligible to vote as on the date of the meeting, whichever is higher.

(b) No business shall be transacted at any General Meeting unless a quorum is present when the meeting commence.

(c) If the quorum is not present within half-an-hour from the time appointed for holding a meeting of the Council the meeting shall stand adjourned to any other date, time and place as the Board may determine, but not before at least one hour has passed since the original scheduled time. or

(d) If the meeting is requisitioned under Section 5.03 it shall stand cancelled.

Section 5.05 If all the items on the Agenda of the meeting are not completed due to lack of time, with the consent of the members present, the presiding officer may adjourn the meeting from time to time and from place to place.

Section 5.06 The President of the Board shall preside over at every General Meeting. In his absence of President, the Vice-President will preside a General Meeting. If both President and Vice-President remain absent then the members present shall elect any other member of the Board to preside.

Section 5.07 Each member, except the Nominated Members shall be entitled to one vote.

Section 5.08 At all General Meetings a resolution put to vote of the meeting shall be decided either by show of hand or by ballot.

Section 5.09 In case of any equality of votes the Chair of the meeting shall be entitled to a second or a casting vote

Section 5.10 CHANGE IN TYPE OF MEMBERSHIP OR CHANGE OF ADDRESS OF MEMBERS

Change in type of membership or change of address of the members shall be given by e-mail or speed post to the Consortium.
Section 5.11  MINUTES OF THE MEETING: Minutes of the proceedings of every general meeting and of every meeting of the Board shall be prepared and signed in such manner as may be prescribed by the relevant provisions of the Act and the Rules framed thereunder and kept within thirty days of the conclusion of every such meeting concerned in books kept for that purpose with their pages consecutively numbered.

Article VI.  Financial Year

The Financial Year of the Consortium shall be 1st January to 31st December every year.

Article VII.  THE SEAL

(a) The Board shall provide for the safe custody of the seal.
(b) The seal of the Consortium shall not be affixed to any instrument except by the authority of a resolution of the Board, and except in the presence of at least two members of the Board and of the Secretary or such other person as the Board may appoint for the purpose; and those two members of the Board and the Secretary or other person aforesaid shall sign every instrument to which the seal of the Consortium is so affixed in their presence.

Article VIII.  No article shall be made, altered or repealed and no new article shall be added or made unless the proposal to make, alter, repeal such article or articles has previously been submitted to and approved by the Regional Director, Company Law Board as required under the Memorandum of Association and under the Companies Act 2013 and thereafter unless the same is passed by the ¾ th majority of members of the Consortium present and voting at a General Meeting of the Consortium. Twenty one days’ clear notice shall be given of any such resolution giving full particulars of the proposed resolution, full particulars of alterations, repeals or additions shall come into force on and from the date of the General Meeting accepting the same or from such date as the General Meeting may resolve.
We, the several persons whose names, addresses, descriptions and occupations are subscribed are desirous of being formed into a Consortium not for profit, in pursuance of these Articles:

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Name of Institution</th>
<th>Represented By (Name)</th>
<th>Designation/Title</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>