



AFRICAN VIRTUAL UNIVERSITY  
UNIVERSITE VIRTUELLE AFRICAINE  
UNIVERSIDADE VIRTUAL AFRICANA

## CHARTER OF THE AFRICAN VIRTUAL UNIVERSITY OR THE AVU

(also known as *Université Virtuelle Africaine*, also known as *Universidade Virtual Africana*)\*

### Preamble

THE FOUNDING SUBSCRIBERS comprising Member States, participating universities within Africa, the , African Capacity Building Foundation and the World Bank, on whose behalf this Charter is signed:-

*Recognizing* the important role that higher education and related aspects of human capacity building play in achieving the goals of sustainable development;

*Acknowledging* that higher education, training, advice and information dissemination play an important role in the promotion, design, implementation and management of sustainable development activities;

*Recalling* the establishment of and registration of the African Virtual University also known as AVU on 11<sup>th</sup> May, 2002 as a non-governmental organization in the Republic of Kenya to promote higher education in various disciplines critical to economic development in Africa through the use of information and communication technologies;

*Recalling* further the subsequent reconstitution of AVU as an international non-governmental organization to promote information and communications technologies (ICTs) enhanced distance learning in degree and other courses in computer science, business studies and other disciplines;

*Noting* that AVU has formulated distance education and information dissemination programmes and initiated activities to promote provision of degree and other courses through collaboration between various universities worldwide and universities in Africa;

Aware of the important role the Governments of the Republic of Kenya and Senegal have played in providing AVU with the rights, powers, privileges and other attributes that enable it to operate effectively in implementing its objectives;

Aware of the very active participation of various institutions of tertiary education and training in Kenya in the AVU Network;

Desirous of strengthening the capacity of the AVU by conferring upon it a new status that would enable it to pursue its mission of promotion of tertiary education and training in computer science, business studies, teacher education and other disciplines through the use of ICTs.

## **Article 1. Establishment**

- 1.1 The AVU is hereby reconstituted and established as an autonomous, non-profit making and non-partisan international teaching, training, research, advisory and information dissemination institution and shall by virtue hereof have full inter-governmental legal personality in the territories of its Member States, and be governed by and in accordance with the provisions of this Charter.
- 1.2 The AVU shall have its Headquarters Seat in the Host Country.
- 1.3 The Vision of the AVU  
*The vision of the AVU shall be:* To be the Leading Pan-African Open, Distance and eLearning network.
- 1.4 Mission of the AVU:  
To facilitate the use of effective Open, Distance and eLearning in African institutions of tertiary education.
- 1.5 The Core Values of the AVU  
The AVU will facilitate increased access to tertiary education in Africa professionally, passionately and efficiently. The AVU will achieve its mission in partnership with member countries, partner institutions and partners that support its mission. The AVU recognizes and encourage staff to be honest, trustworthy and respectful.

## **Article 2. Interpretation**

- 2.1 In this Charter, unless the context otherwise requires the following words shall have the following meanings:-

“**Auditors**” means the Auditors of AVU appointed in accordance with the provisions of Article 21.3;

“**AVU**” means the African Virtual University also known as the Université Virtuelle Africaine or Universidade Virtual Africana;

**“Bi-Annual General Assembly”** means the General Assembly referred to in Article 6.1;

**“Board”** means the board of directors established under Article 11 and “Board of Directors”, “Director” and “Directors” shall be construed accordingly;

**“Conference of Vice-Chancellors”** means the Vice-Chancellors and other heads of Partner Institutions;

**“Donors”** means governments, government agencies, organisations, institutions, companies, corporations and other entities and persons that may provide the AVU with donations, grants, gifts of money and any other movable and immovable property and any other kind of financial and material assistance.

**“General Assembly”** includes the Bi-Annual General Assembly and Extraordinary General Assembly;

**“Host Country”** means the Republic of Kenya;

**“Open. Distance and eLearning Centres”** means the locations which have been certified to run AVU programmes or programmes run jointly by the AVU and the Partner Institutions;

**“Members”** means the members of the AVU as set out in Article 5.1;

**“Member States”** means the Republic of Kenya, Senegal, Mauritania, and Mali and such other sovereign states on the African Continent as may be admitted to the membership of the AVU from time to time;

**“Partner Institutions”** means universities, other institutions of higher learning in Africa, and non academic partners, which participate in the programmes of AVU or run joint programmes of the AVU;

**“Seal”** means the common seal of AVU; and

**“Strategic Partners”** means Donors, institutions, corporations, companies, organisations, persons from public and private sectors and/or academia selected on the basis of their competence, qualification, integrity and willingness to serve for the good of the AVU and to mobilize and raise funds for the purposes of the AVU and **“Strategic Partner”** shall be construed accordingly.

### **Article 3. Aims and Objectives**

3.1 The strategic objectives of the AVU are as follows

- (a) Increase access to tertiary and continuing education in Africa by reaching large numbers of students and professionals in multiple sites simultaneously;
- (b) To increase access to higher quality Open, Distance and eLearning (ODEL) resources that are relevant to Africa.
- (c) To enhance the capacity of African tertiary educational institutions.
- (d) To enhance and sustain a network of Partner Institutions
- (e) To build and sustain partnerships with institutions that can support the African Virtual University Mission.
- (f) To carry out research and evaluation activities on the African Continent.
- (g) To build and sustain a committed and effective African Virtual University organization.
- (h) To develop and implement a fund raising strategy in support of all of the above objectives with focus on African Governments, the Private Sector and International Organizations.

#### **Article 4. Powers**

- 4.1 Within the framework of the foregoing aims and objectives and subject to the limitation that the AVU shall at all times be operated exclusively for charitable and non-political purposes, the AVU shall have the following ancillary powers:-
- (a) to raise, mobilize and disburse funds and other resources for the promotion of the objects of the AVU;
  - (b) to establish or assist in the establishment of schools, the AVU open distance and electronic Learning Centres and other educational centres, bookshops, libraries databases, data bank, information networks, gathering analysis, storage exchange and dissemination of information;
  - (c) to contract with or to employ teachers, researchers, advisors, distributors, experts and other staff for all or any of the objects of AVU;
  - (d) to acquire any moveable or immovable property and any buildings or things whatsoever and sell, dispose of, mortgage, lease or otherwise deal with all or any part of the property or rights of the AVU;
  - (e) to enter into any arrangements with any government, inter-governmental agency, academic or research institution or non-governmental organization where such arrangements may seem conducive to any or all of the AVU's objectives, and to obtain from them any rights, privileges or concessions which the AVU may think desirable to obtain;

- (f) to take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the AVU in the form of donations, annual subscriptions or otherwise;
- (g) to apply to any governments or authorities, public bodies, corporations, companies or persons for and to accept grants or gifts of money and of any moveable or immovable property, donations, gifts, subscriptions and other assistance with a view to promoting the objects of the AVU and, in taking of any gift or property to take the same subject to any special trust which may be prescribed by the donor thereof and to establish non-profit-making foundations in any country or countries for the purpose of receiving donations from private and corporate persons and for the purpose of supporting the objectives of the AVU;
- (h) to promote or assist in the promotion of any organization or company or other body having objects similar to those of the AVU and in particular to set up branches in such other countries for the purposes of providing educational programs via distance learning;
- (i) to invest the money not immediately required in the AVU, in any one or more of the modes of investment of trust monies or in such other manner as the Board may from time to time determine;
- (j) to borrow or raise or secure the payment of money for the purposes of the AVU upon such security as the Board may consider appropriate;
- (k) to draw, make, accept, endorse, discount, execute or issue promissory notes, bills of exchange, bonds, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- (l) to manage, improve, develop, exchange, lease, mortgage, charge, let, sell, dispose of, or otherwise deal with all or part of the property, assets and rights of the AVU;
- (m) to organize, support or otherwise participate in conferences, seminars, commissions, symposia, study and training, workshops, lectures, consultations, show exhibitions, meetings, reviews, appraisals and other types of demonstrations in all aspects of higher education;
- (n) to foster the exchange of information and networking between the AVU and other governmental and private institutions, and individuals which have similar or related interest at local, national and international levels;
- (o) to collaborate with universities and institutions of higher learning all over the world as well as institutions that promote research and academic work

such as arts, sciences and the environment as well as professional societies involved in disciplines relevant to the AVU's mission;

- (p) to print and publish newspapers, newsletters, magazines, brochures, periodicals, journals, books or leaflets, cartoons, posters and software and to make and show films and other audio and visual aids that the AVU may deem desirable for the promotion of its objectives;
- (q) to seek, purchase, accept or otherwise acquire, any copyrights, patents, utility models, trade marks, designs, licenses, concessions and similar or other property rights conferring any right to innovation or invention which may seem capable of being used directly or indirectly for the purposes of the AVU and to utilize, develop or grant licenses in respect of, or otherwise turn to account the property, rights or information so acquired;
- (r) to establish and grant prizes, fellowships, scholarships, medals and awards of any kind;
- (s) to establish endowments, charities, trusts, foundations and the relevant institutional mechanisms for their management; and
- (t) to do all other things that are incidental or conducive to the attainment of any of the above objects.

## **Article 5. Membership**

5.1 The Members of AVU are:-

- (a) Member States;
- (b) Partner Institutions;
- (c) Strategic Partners; and
- (d) Such other persons and institutions as the Board of Directors may from time to time admit to membership of the AVU.

5.2 The Directors shall impose such conditions and requirements for qualification for, admission to, and termination of membership as they may from time to time by majority vote decide.

5.3 A Member shall cease being a Member if:

- (a) the Member gives the AVU one month's notice in writing of its intention to resign from membership of the AVU;

- (b) the Member is removed from membership of the AVU by the vote of not less than two-thirds of the Members present and voting at an Extraordinary General Assembly of the Members specially called for that purpose and at which the Member is given a reasonable opportunity of attending and being heard.

#### **Article 6: General Assemblies**

- 6.1 The AVU shall in every two years hold a General Assembly of Members known as the Bi-Annual General Assembly and shall specify the meeting as such in the notices calling it.
- 6.2 All General Assemblies of Members other than the Bi-Annual General Assembly shall be called Extraordinary General Assemblies. Bi-Annual General Assemblies and Extraordinary General Assemblies shall be held at such time and place as the Board shall appoint.
- 6.3 The Directors may, whenever they think fit, convene an Extraordinary General Assembly and shall also, on the requisition of not less than one-half of the Members, convene an Extraordinary General Assembly, provided that the requisition must state the objects and reasons for the Extraordinary General Assembly and must be signed by all the requisitioners and deposited at the Headquarters of AVU.

#### **Article 7: Notice of General Assemblies**

- 7.1 Every General Assembly shall be called by twenty-one days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the assembly provided that a General Assembly shall, notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed by all the Members entitled to attend and vote thereat.
- 7.2 The accidental omission to give notice of a General Assembly to, or the non-receipt of notice of a General Assembly by, any person entitled to receive notice shall not invalidate the proceedings at that General Assembly.

#### **Article 8- Proceedings at General Assemblies**

- 8.1 No business shall be transacted at any General Assembly unless a quorum of Members is present at the time when the General Assembly proceeds to business. One third of Members present in person or by proxy shall constitute a quorum.

- 8.2 If within half an hour from the time appointed for the General Assembly a quorum is not present, the General Assembly if convened upon the requisition of Members shall be dissolved, and in any other case it shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned General Assembly a quorum is not present within half an hour from the time appointed for the General Assembly, the Members present shall be a quorum.
- 8.3 The Chairperson, or in his absence the Vice-Chairperson of the Board, if present shall preside at every General Assembly. If there is no such Chairperson or Vice-Chairperson, or if at any General Assembly neither is present within 15 minutes after the time appointed for holding the General Assembly, the Members present shall designate one of their Members to be Chairman of the General Assembly.
- 8.4 The Chairperson of any General Assembly at which a quorum is present may, with the consent of the General Assembly, adjourn the General Assembly from time to time and from place to place but no business shall be transacted at any adjourned General Assembly other than the business left unfinished. Where such adjournment extends to more than 30 days since the original scheduled date of the General Assembly, notice of the adjourned General Assembly shall be given as in the case of an original General Assembly.

#### **Article 9: Voting at General Assemblies**

- 9.1 Every Member shall have one vote, provided that when any matter affecting a Member comes before the General Assembly, although he may be present at it, he shall not be entitled to vote on the question and the Chairperson may require him to withdraw during the discussion, and he shall in that case withdraw accordingly.
- 9.2 At any General Assembly a resolution put to the vote of the General Assembly shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one-third of the Members present. Unless a poll is so demanded a declaration by the Chairperson that a resolution has, on a show of hands, been carried, shall be conclusive evidence of the fact without proof of the number or proportion of the vote recorded in favour of or against such a resolution. A demand for a poll may be withdrawn.
- 9.3 A poll demanded shall be taken at such time as the Chairperson of the General Assembly directs and any business other than upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- 9.4 In case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the General Assembly at which the show of hands takes place, or at which a poll is demanded, shall be entitled to a second or casting vote.

## **Article 10: Representatives at General Assemblies**

- 10.1 Each Member may by notification in writing under the hand of some officer of such Member as may be duly authorised in that behalf, authorise such person as it thinks fit to act as its representative at any General Assembly of the AVU, and the person so authorised shall be entitled to exercise the same power on behalf of the Member which he represents as that Member could exercise if it were an individual member of the AVU.
- 10.2 Member States shall preferably be represented by representatives from their respective Ministries of Education while Partner Institutions shall preferably be represented by their respective Vice-Chancellors.

## **Article 11: Composition of the Board of Directors**

- 11.1 There shall be a Board of Directors composed of not less than Nine (9) nor more than Eleven (11) Directors as follows:
- (a) Five (5) Vice-Chancellors each representing one of the five regions of Africa namely West Africa, North Africa, Central Africa, East Africa and Southern Africa appointed by the Vice-Chancellors Conference at the Bi-Annual General Assembly. The Vice-Chancellors must be in such office at the time of their appointment;
  - (b) Three persons co-opted as strategic partners by the Board of Directors
  - (c) The AVU Rector appointed under Article 17.1 who shall also serve as the Secretary to the Board of Directors;
  - (d) Two additional members appointed by the Board of Directors.
- 11.2 The Directors shall serve in their individual capacities irrespective of their mode of appointment and consideration shall be given in such appointments to ensuring that each Director is a person of integrity and has a broad range of disciplinary exposure, expertise, experience in matters for which AVU is established.

## **Article 12: Rotation of Directors**

- 12.1 At the first Bi-Annual General Assembly following the amendment of the Charter and in all subsequent Bi-Annual General Assemblies one-half of the Directors (excluding the Rector) for the time being shall, or if, their number is not a multiple of two, then the number nearest to one-half of the Directors (excluding the Rector) rounded upwards, shall retire from office.

- 12.2 The Directors to retire at the Bi-Annual General Assembly shall be those who have been longest in office since their last appointment, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 12.3 A retiring Director shall be eligible for re-appointment.
- 12.4 The appointment of a Director to fill the vacancy left by a retiring Director shall be made by the same group of persons who appointed the retiring Director as set out in Article 8.2 above. The appointment shall be made at the Bi-Annual General Assembly at which the retirement takes place, and in default the retiring Director shall, if offering himself or herself for re-appointment, be deemed to have been re-appointed, unless it is expressly resolved at such Bi-Annual General Assembly not to fill such vacated office.

### **Article 13: Proceedings of Directors**

- 13.1 The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. The Secretary, on the instructions of the Chairperson or on the requisition of a Director, shall at any time summon a Board meeting provided that the meetings of the Board shall be convened and held at regular intervals not exceeding six (6) months. At least fourteen days' notice (inclusive of the date of service and the date of the meeting) of all Board meetings shall, unless waived by all Directors, be given in such manner hereinafter provided to all Directors. The notice of the meeting shall specify the place, the day and the hour of the meeting and shall be accompanied by an agenda of the business to be conducted at the meeting. Meetings of the Board shall be held at places as the Board may decide.
- 13.2 The Board may elect from amongst themselves a Chairperson (preferably a sitting or Vice- Chancellor) and Vice-Chairperson of its meetings each of whom shall serve for a period of Two (2) years. A Chairperson or Vice-Chairperson vacating office shall be eligible for re-election. If no such Chairperson or Vice-Chairperson is elected or if at any meeting neither the Chairperson nor the Vice-Chairperson is present within fifteen minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to chair the meeting.
- 13.3 The Chairperson shall be responsible for providing leadership to and facilitating the work of the Board of Directors so as to ensure that the Board achieves the mission and vision of the AVU. The Chairperson shall chair the meetings of the Board and the General Assemblies.
- 13.4 The Vice- Chairperson shall perform the duties of the Chairperson during the latter's absence or disability and such other duties as may be assigned to him by the Chairperson or the Board of Directors.

- 13.5 Subject to the provision next following, the quorum necessary for the transaction of the business of the Board of Directors shall be half the number of Directors for the time being holding office or if, their number is not a multiple of two, the nearest number to one-half of the number of Directors for the time being holding office rounded upwards. A meeting of Directors may be held by means of tele-conference, video-conference or other communication means, provided all Directors participating in the meeting are able to hear each other and consent to such mode of holding the particular meeting. A Director participating in such meeting by such means shall be deemed for all purposes to be present at such meeting.
- 13.6 Where a quorum is not realized within sixty minutes of the commencement of a meeting of the Board the meeting shall be adjourned and reconvened on the following day at the previously scheduled time and venue and such re-scheduled meeting shall proceed after sixty minutes of its commencement whether or not a quorum is realized provided that all members of the Board had been sent a notice of the meeting.
- 13.7 A meeting of the Board of Directors at which a quorum is or is deemed to be present shall be competent to exercise all the authority, powers and discretion vested in the Board of Directors by this Charter.
- 13.8 The Board of Directors may from time to time delegate any of its powers, authority and discretion to committees of its members or consisting of one or more of its members and others as it thinks fit and any committee so formed shall in the exercise of the powers delegated to it conform to any regulations imposed on it by the Board of Directors.
- 13.9 Decisions and meetings of the Board shall be taken by a majority of votes, each Director having one (1) vote. In the event of an equality of votes, the Chairman of the Board of Directors shall have a casting vote in addition to his/her deliberative vote.

#### **Article 14: Vacation of the Office of Director**

- 14.1 The office of a Director shall ipso facto be vacated:-
- (a) upon the death of the Director;
  - (b) if by notice in writing he resigns from his office, which resignation shall take effect on the date of receipt of such notice by AVU or the date specified in the notice whichever is later;
  - (c) if he becomes bankrupt or insolvent or compounds with his creditors;
  - (d) if he becomes of unsound mind;

- (e) if he is absent, without the previous sanction of the Directors, at four consecutive meetings of Board and the Directors resolve that his office be vacated accordingly;
  - (f) if he is required to resign by a majority being not less than 75% of the Directors.
- 14.2 The Directors shall have the power at any time, and from time to time, to appoint a person as Director to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not exceed the maximum authorised by this Charter. Any person so appointed shall retire from office at the next following Bi-Annual General Assembly but shall be eligible for appointment at that meeting as a Director.

### **Article 15: Duties and Responsibilities of the Board of Directors**

- 15.1 The Board shall be responsible for the supervision, control and direction of the affairs of the AVU and shall do all such acts and things and exercise all such powers of AVU that are not under any law or by statute expressly directed or required to be done in some other manner or by some other person or authority. Without prejudice to the generality of the foregoing, the Board shall,
- (a) Be responsible for the supervision, control and direction of the affairs of the AVU.
  - (b) Determine the policies of the AVU or changes therein and actively pursue AVU's objectives.
  - (c) Supervise the disbursements of the AVU's funds.
  - (d) Appoint office bearers from among its numbers as provided hereunder and prescribe their powers and duties and fill any vacancy which may occur in any office.
  - (e) Approve the annual budget of the AVU.
  - (f) Adopt such rules and regulations for the conduct of AVU's business as shall be deemed advisable and, if it deems necessary, delegate its authority and responsibility to such committees as the Board may deem appropriate.
  - (g) Promote the AVU in various fora, mobilize and raise funds and receive contributions for the purposes of the AVU and do all such other things and acts as may be necessary for achieving the objectives of the AVU.

- (h) Report to the Bi-Annual General Assembly once in every two years on the Accounts and Audit Reports of the AVU activities and progress of the AVU and make recommendations regarding the mobilization of funds or other contributions as may be necessary for the purposes of promoting the AVU.
- (i) Examine the audit reports and approve the accounts of the AVU.

#### **Article 16: Remuneration of Directors**

- 16.1 The Directors, other than Rector, shall serve without salary or compensation except that they may be reimbursed for reasonable expenses actually and necessarily incurred in the performance of their service as determined by the Board of Directors.

#### **Article 17: Rector**

- 17.1 There shall be a Rector who shall be appointed by the Board of Directors for a period not exceeding 5 years with or without an option for renewal and with such powers and at such remuneration as the Directors think fit and, subject to the terms of any agreement entered into in any particular case, the Directors may revoke any such appointment.
- 17.2 The Rector shall be responsible for the day to day administration, operations and general management of the AVU, the implementation of the policies and programs of the AVU, and the financial management of the AVU and in particular the Rector's duties and responsibilities shall include:
- (a) Developing appropriate strategies and plans for the Board's consideration.
  - (b) Developing and presenting operational policies for annual review by the Board.
  - (c) Ensuring that a Human Resource/Performance Agreement, financial and audit plan are presented annually as an integrated part for the review by the Board.
  - (d) As a member of the AVU Board the Rector will carry out the policies and plans established by the Board.
  - (e) Selecting, recruiting and managing the staff of the AVU and proposing their remuneration within budgets approved by the Board.
  - (f) Developing and enforcing the Employee Rules and Regulations as approved by the Board of Directors.
  - (g) Recommending the dismissal of senior staff to the relevant committee for its approval while he/she has the right to dismiss other staff after following

due process and rules and regulations as set out in the AVU Employee Handbook.

- (h) Maintaining AVU's accounts and personnel records.
- (i) Working with the relevant committees to prepare annual reports, budgets, business plans, financial and other reports as necessary.
- (j) By virtue of his office be a member of every committee appointed by the Board unless otherwise expressly provided.
- (k) Responsibility for policy matters, planning, co-ordination, public relations, fund raising and general development of the AVU.
- (l) Serving as the secretary to the AVU Board of Directors.
- (m) Such other tasks as the Board may determine from time to time.

### **Article 18: Accounts and Reports**

- 18.1 The Board of Directors shall lay before the Bi-Annual General Assembly an Income and Expenditure Account and a Balance Sheet prepared in accordance with the relevant statutory requirements from time to time for the relevant financial period.
- 18.2 Every such Balance Sheet and Income and Expenditure account shall be prepared by a firm of Certified Public Accountants and shall be accompanied by reports from the Board of Directors and the Auditors.
- 18.3 Copies of the Income and Expenditure account, Balance Sheet and Reports and of any other documents required by law to be annexed or attached thereto or to accompany the same shall, not less than twenty one (21) clear days before the date of the Bi-Annual General Assembly, be sent to each Member.

### **Article 19: Indemnity of Directors and Officers**

- 19.1 Every Director or officer of the AVU or other person who has undertaken or is about to undertake any liability on behalf of the AVU shall, from time to time and at all times, together with his heirs, executors and administrators, estates and respectively, be indemnified and saved harmless out of the funds of the AVU from and against:
  - (a) all costs, charges and expenses whatsoever which such Director, officer or other person sustains or incurs in or about any action, suit or proceedings which is brought, commenced or prosecuted against him for or in respect of any act, deed, matter or thing made, done or permitted by him, in or about the execution of the duties of his office or in respect of any such liability;

- (b) all other costs charges and expenses which he sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his own willful acts of neglect or default.

### **Article 20: Notices, Service of and Proof of Service**

- 20.1 Any notice or other document required by this Charter or any by-laws of the AVU to be sent to any Member or Director shall be delivered personally or sent by prepaid mail or by telegram or cable or telex or facsimile or electronic mail to any such Member or Director at his latest address as shown in the records of the AVU, or if no address be given therein, then to the last address of such Member or Director known to the Secretary; provided always that notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto.
- 20.2 Where notice is required to be given under this Charter or any by-law within a certain number of days or other period, the day of service or posting of the notice shall, unless it is otherwise provided, not be counted in such number of days or other period.
- 20.3 With respect to every notice, letter or other document sent by post it shall be sufficient to prove that the notice, letter or document was properly addressed and sent through the post by prepaid registered mail. A certificate of posting issued by the postal authorities at the time of posting shall be conclusive evidence that such notice, letter or document was posted and served as required. Notices sent by post shall be deemed to have been received seven (7) days after the date of posting. Any notice sent by hand telex facsimile or electronic mail shall be deemed to have been served at the time of transmission.

### **Article 21: Financial Year and Audit**

- 21.1 The financial year of AVU shall commence on 1<sup>st</sup> July and end on 30<sup>th</sup> June in each year.
- 21.2 At least once in every year the accounts of the AVU shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more qualified Auditor or Auditors.
- 21.3 The Board of Directors shall annually appoint an Auditor or Auditors to audit the accounts of the AVU for reporting to the Board of Directors. The Auditor shall be an independent party and shall hold office until the next following financial year end; provided, however, that the Directors may fill any casual vacancy in the office of the Auditor. The remuneration of the Auditor shall be fixed by the Board of Directors. The Auditor appointed shall not be a Director, officer or employee of the AVU.

## **Article 22: Funds and Assets of AVU**

- 22.1 The funds and assets of AVU shall consist of:-
- (a) payments, grants, gifts, donations or bequests made by Members;
  - (b) grants, gifts, donations and bequests by Donors, Strategic Partners and others;
  - (c) revenue from capital investments;
  - (d) income from sale of goods and services; and
  - (e) interest derived from any moneys secured as funds or endowments.
- 22.2. The funds and assets of the AVU shall be applied solely towards the promotion of the objectives of the AVU as set forth in this Charter; and no portion thereof shall be paid or transferred directly, or indirectly by way of dividend, gift, bonus or otherwise by way of profit to any person whatsoever, provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the AVU in return for any services actually rendered to the AVU, or prevent the payment of interest at a rate not exceeding current bank rate on moneys borrowed or reasonable and proper rent for premises demised or let to the AVU. Liquid funds of the AVU shall be held in bank accounts to be determined by the Board of Directors, each such account to be operated as mandated by the Board.
- 22.3 The Board shall cause proper books of accounts to be kept with respect to all:-
- (a) sums of money received and expended by AVU and the matters in respect of which the receipt and expenditure takes place; and
  - (b) assets and liabilities of AVU.

## **Article 23: The Seal of the AVU**

The Directors shall procure a seal to be made for the AVU and shall provide for the safe custody thereof. The Seal shall not be affixed to any contract, instrument or document except as approved by a resolution of the Board and shall be so fixed in the presence of two Directors and such persons present as aforesaid shall sign every contract, instrument or document to which the seal of the AVU is so affixed in their presence.

## **Article 24. Interest in a Contract**

It is declared that each Director shall be disqualified by his office from being in any way directly or indirectly interested or contracting with the AVU either as vendor, purchaser or otherwise or being concerned in any contract or arrangement made or proposed to be entered into with the AVU in which he is in any way directly or indirectly interested. An interested Director shall be obliged to make a declaration of his interest in any contract in which he is directly or indirectly interested and the Board of Directors shall immediately terminate all negotiations in respect of that contract.

## **Article 25. Status, Privileges and Immunities**

- 25.1 The AVU shall, in the territories of Member States, enjoy full international personality and shall, in that respect, have legal capacity and powers required for the performance of its functions including such other powers as may be exercised by a body corporate.
- 25.2 In the exercise of the above powers the Board of Directors shall on behalf of AVU, conclude with the Government of the Host Country, an agreement relating to the privileges and immunities to be recognized in respect of, or granted to AVU.

## **Article 26. Annual Report**

- 26.1 The Board shall publish for distribution to the Members an annual report of the summary of its activities and certified summary of its financial statements prepared as approved by the Auditors of the AVU.

## **Article 27. Relations with other institutions and organizations**

- 27.1 The AVU shall seek to establish cooperative relationships for the realization of its aims and objectives:-
- (a) with the relevant national institutions and organizations in the countries where the AVU operates and wishes to operate; and
  - (b) with other relevant national, regional and international organizations.

## **Article 28. By-laws and Rules**

- 28.1 The Board may formulate and approve such by-laws as are necessary to ensure the implementation of this Charter. Such by-laws shall conform to the general purposes and procedures set out in this Charter.
- 28.2 The Board shall make rules and regulations for the conduct of its business and its staff as the Board considers necessary or expedient.

### **Article 29. Amendments to the Charter**

- 29.1 This Charter may be amended by two-thirds majority vote of the Members present and voting at a General Assembly.
- 29.2 Notice to amend this Charter shall be transmitted to the Members at least forty-two (42) clear days before a meeting of the General Assembly called for that purpose or at which the proposed amendment is to be one of the items on the agenda, is convened.
- 29.3 Every amendment to this Charter shall be notified to all Members of the AVU by the Board of Directors and no such amendment shall have effect until three months from the date of such notification shall have expired.

### **Article 30. Dissolution**

- 30.1 The AVU may be dissolved by a resolution of the General Assembly passed at a meeting held for that purpose by two-thirds of Members present and voting at such General Assembly and upon such resolution, the Board of Directors shall appoint a committee for the orderly liquidation of the assets of the AVU.
- 30.2 Upon dissolution of the AVU the committee appointed pursuant to the preceding sub-article shall ensure that any assets remaining after the satisfaction of the AVU's liabilities are distributed among or paid only to an institution or other institutions having aims and objectives similar to or identical to those of the AVU and whose constitution prohibits the distribution of surplus assets after dissolution to or among its members.

### **Article 31. Entry into Force**

- 31.1 This Charter shall come into force on the seventh day after the signature of a duly authorized signatory of the Founding Subscribers.
- 31.2 Upon entry into force of this Charter, the AVU shall cease to operate under its current status and shall in lieu thereof assume the status, rights, powers, privileges and immunities of an inter-governmental organization.

31.3 Subsequent membership of the AVU shall be effected by way of a formal instrument signifying intention to become a Member and acceptance by the Board of Directors.

### **Article 32. Transitional Provisions**

32.1 Upon entry into force of this Charter:-

- (a) the Board then in existence shall exercise the powers of the Board in accordance with Article 15 of this Charter;
- (b) any constitution of branches then in existence, or other memoranda of understanding between AVU and other institutions shall become annexes to this Charter.

32.2 For the avoidance of doubt it is hereby stated that all contracts or other agreements signed by or on behalf of the AVU shall, upon entry into force of this Charter continue to have validity and effect and remain binding upon the AVU as if they were executed by virtue of powers conferred by this Charter.