

**RULES &  
REGULATIONS**  
OF EVENT AND  
ENTERTAINMENT  
MANAGEMENT  
ASSOCIATION

► **PART – I**

**1. DEFINITIONS:**

In these Rules, unless there is anything repugnant in the subject or context:

- a) “Association” means the EVENT AND ENTERTAINMENT MANAGEMENT ASSOCIATION.
- b) “Executive Committee” or “Governing Body” means a Committee constituted by the General Body as hereinafter provided.
- c) The term “Member”, “President”, “Vice-President”, “General Secretary”, “ Secretary”, “Treasurer”, “Joint Secretary”, “Governing Body member” means respectively a Member, the President, the Vice-President, the General Secretary, the Secretary, the Treasurer, the Joint Secretary, Governing body member of the Association.
- d) “Members” means a full-fledged member other than Associate or Provisional member.
- e) “Membership Register” means a record of member agencies showing
  - i] the name and address of each of the member agencies;
  - ii] name of their representative on the Association, and
  - iii] the ‘group’ and the ‘zone’ to which they belong.
- f) “General Body” comprises the entire membership of the Association as shown in the Membership Register maintained by the Association.
- g) “Year” means the official year of the Association

beginning from 1st April and ending 31st March and the first such year shall end on 31st March, 2009.

- h) “Firm” means and includes a partnership firm or joint family business or other Association of individuals.
- i) “Organisation” means and includes proprietary concern, partnership concern, Association of Persons, Society, Co-operative Society, limited company or the like.
- j) “Agency” means an independent organisation engaged in the business or profession of Event & Live Entertainment management, Brand activation and BTL (Below The Line) activity and capable of offering unbiased services and advice to its clients on the best and most effective means of mass communication for usefully bringing to the notice of the market the feature and qualities of the product and/or service advertised, exhibited, marketed or promoted in any manner.
- k) “Rules” means the Rules and Regulations of the Association.
- l) Words denoting the singular also denote plural number and vice versa.
- m) Words denoting the masculine gender also denote the feminine gender and vice versa.
- n) Bye-law means Bye-law of the Association.

► **PART – II**

**MEMBERSHIP**

**2. ADMISSION :**

It shall be open to the Association to admit as its member, associate, provisional or Patrons, any organisation, firm or company which independently carries on the business of Event & Live Entertainment management, Brand activation and BTL activity, Vendors or suppliers to the organization involved in the business of Event and Live Entertainment industry, Brand activation and BTL activity and conforms to the minimum standards of business practices and professional skills prescribed by the Association for the purpose.

**3. CATEGORIES OF MEMBERSHIP :**

There shall be three categories of membership as under :

- a) Members
- b) Provisional Members
- c) Associate Members
- d) Patrons

**4. ELIGIBILITY FOR MEMBERSHIP :**

Membership of the Association shall be open only to individuals, organisations, firms or companies practicing Event & Live Entertainment management, Brand activation and BTL activity and associated Artists and Vendors who are in operation for a minimum period of one year.

The size or volume of business in itself of any applicant shall not be a Factor in determining qualifications for membership. The geographical location of the head office or the registered office shall determine the Zone of the Agency.

**MEMBERS :**

a) Any Individual, organisation, firm or company carrying on Event and Live Entertainment management, Brand activation and BTL activity, with annual turnover of or above Rupees Fifty lacs in the year 2007-08 and having a permanent office in the territory (i.e. India) covered by the Association and which conforms and agrees to conform to the minimum standards of business practices and professional skills as may be prescribed by the Association, from time to time, is eligible for the Membership of the Association.

**PROVISIONAL MEMBERS :**

- b) 1) Any individual, organisation, firm or company which operates as an Event & Live Entertainment management, Brand activation and BTL activity but has no permanent office within the aforesaid territory covered by the Association is eligible for admission as 'provisional Member'.
- 2) Any organisation, firm or company carrying on Event & Live Entertainment management, Brand activation and BTL activity, with annual turnover of less than Rupees Fifty lacs in the year 2007-8 and having a permanent office in the

territory (i.e. India) covered by the Association and which conforms and agrees to conform to the minimum standards of business practices and professional skills as may be prescribed by the Association, from time to time, is eligible for the Provisional Membership of the Association.

**ASSOCIATE MEMBERS :**

c) Such Vendors, suppliers which are operating within the territory covered by the Association and which do not fully come up to the standard of full-fledged membership may be enrolled as Associate Members.

**PATRONS :**

d) The Association may have Patrons as approved by the Executive Committee/Governing body, provided that a Patron shall be an outstanding or eminent person, seniors in the Industry or Professionals.

Such Patrons shall be invited to the Executive Committee as Advisors or Consultants. Such an appointment shall be for a period of one year.

Patrons other than those from the Industry will be exempt from payment of Admission fee and Annual membership fee. However, they will not have any voting right in the Executive Committee meetings.

Patrons from industry shall be appointed for a period of one year on payment of regular fee payable by members of the association.

**5. APPLICATION FOR MEMBERSHIP :**

Those eligible and desirous of becoming members of the Association shall fill in the membership application form as may be prescribed from time to time by the Executive Committee and send it to the registered office of the Association.

Membership applications received would be considered by the Executive Committee in accordance with the procedure it may lay down from time to time.

The decision of the Executive Committee shall be final. The

Executive Committee is not under any obligation of explaining the decisions on membership applications. When an application for membership is rejected, the applicant is debarred from making a fresh application within six calendar months from the date of rejection of such application.

#### **6. MEMBERSHIP SUBSCRIPTIONS:**

a) Every member of the Association shall pay yearly subscription fixed as under:

Annual subscription payable by members will be :

Members Rs. 25,000

b) Every Provisional Member shall pay annual subscription of Rs.12,500/-.

c) Every Associate Member will pay annual subscription of Rs.25,000/-.

The above subscriptions fees shall be effective from the date of registration of the Association. The Annual membership fee is non-refundable once the membership is accepted by the Association. The subscription shall, however, be returned in full if the membership application is rejected, for whatsoever reason, or if the applicant withdraws his/her candidature before acceptance of membership.

#### **7. ENTRANCE FEES:**

a) Member: A flat entrance fee of Rs.50,000/- shall be payable by every agency admitted as a member, from hereafter.

b) Provisional Member: Every Provisional Member shall pay entrance fee of Rs.25,000/-. On his being admitted as a member, he shall pay further entrance fee of Rs.25,000/-.

c) Associate Member: Every Associate Member shall pay entrance fee of Rs.50,000/-.

Entrance fee is non-refundable once the membership is accepted by the Association.

#### **8. CHANGES IN MEMBERSHIP SUBSCRIPTION :**

The Executive Committee may from time to time consider revision of membership categories and subscriptions payable by the members.

Such variation in categories and subscriptions payable shall be binding on all members provided they are adopted by a majority of at least 75 per cent of the total membership of the Association or 3/ 4th members of the Executive committee

#### **9. FINANCIAL YEAR :**

Henceforth the financial year of the association shall be from 1st April to 31st March, and the first year will end on 31st March, 2009.

#### **10. TIME LIMIT FOR PAYING SUBSCRIPTIONS :**

A member shall pay his subscription before the 30th April for that financial year, failing which he will be given one month's notice for payment of annual subscription. For the year 2008-2009, the annual subscription would have to be paid by 30th June, 2008.

#### **11. TERMINATION OF MEMBERSHIP ON FAILURE TO PAY SUBSCRIPTION:**

a) Membership of a member who is in arrears of subscription after the expiry of the notice period shall be deemed to have been automatically terminated. But the agency concerned shall continue to be liable for payment of subscription for the year.

b) If the agency, however, pays the arrears of subscription after one month of expiry of the notice period, the Executive Committee may, if it thinks that the case needs sympathetic consideration, waive the "automatic termination" clause and allow the agency to continue as a member with such terms and conditions as it may deem fit in the interest of Association.

c) Any agency admitted as a member during the latter half

of the official year 1st (i.e. between October and 31st March) shall pay half the yearly subscription.

## **12. PRIVILEGES OF MEMBERS :**

### **a. Each member of the Association shall be entitled to (subject to his payment of all dues / annual subscription to the association):**

**i)** to one vote only, which can be exercised at all meetings of the Association or its committees where he serves as a member;

**ii)** to attend and to participate in decisions, act and vote at all the meetings of the General Body of the Association;

[Explanation: Each member agency shall nominate its representative on the Association. He shall vote for his agency. If he is unable to attend a meeting he may participate and vote through a proxy duly notified as hereinafter provided].

**iii)** to attend and to participate only in zonal activities of the Association through their respective branches in the respective zones;

**iv)** to obtain gratis all free publications of the Association; and

**v)** to the free use of the Association's library and such other facilities which the Association may provide from time to time for its members.

### **b. Privileges Of An Associate Member Or Provisional Member (subject to his payment of all dues / annual subscription to the association) :**

Each of the above categories of members shall be entitled to:

**i)** to participate in the activities of the Association, but will have no right to vote at the meetings of the Association or its committees, subject to his payment of all dues / annual subscription;

**ii)** to obtain gratis all free publications of the Association; and

**iii)** to the free use of the Association's library and such other facilities which the Association may provide from

time to time for its members.

### **c. Each Patron will be entitled to :**

**i.** to participate in the activities of the Association, but will have no right to vote at the meetings of the Association or its committees, However, Patrons from the Industry who have paid regular membership and admission fee shall have full voting rights.

**ii.** to obtain gratis all free publications of the Association; and

**iii.** to the free use of the Association's library and such other facilities which the Association may provide from time to time for its members.

All the members shall be bound by the rules and regulations and/or bye laws which may be framed from time to time and shall take the oath of the office and loyalty of the Association and/or its constitution.

## **13. MEMBERSHIP IS NON-TRANSFERABLE:**

If a member agency merges into a non-member agency its membership shall be deemed to have been terminated from the date of merger and not vice versa.

## **14. CHANGE IN NAME OR CONSTITUTION OF MEMBERS :**

### **a. A firm or company shall not cease to be a member by reason of a change :**

**i.** In the conventional name in which such firm or company was elected a member, provided there is no change in the constitution occasioned by the admission, death or retirement of a partner or director, or

**ii.** In the constitution of the firm or company occasioned by the admission or retirement or death of a partner or director provided the business of the firm or company is continued in the conventional name in which such firm or company was elected.

### **b. A firm or company shall, however, cease to be a**

member if there is a change in the conventional name in which it was elected a member, or on account of a change in its constitution occasioned by any reason whatsoever, and in the case of a partnership firm occasioned by the admission, death or retirement of a partner.

c. A member shall cease to be a member in the event of major changes in its constitution, which may enable a customer/ client or Event Manager or a group of Event manager and/or media owner or a group of media owners, supplier or a group of suppliers, to exert undue control in the member agency, by acquiring financial interest in a member agency.

**d. A firm or company ceasing to be a member as a result of clause**

**(b) hereinabove, shall continue to be liable for the subscription**

for the year in which the change stipulated in clause (b) hereinabove, have been intimated to the Association unless the firm/company concerned gives to the Association a clear three months' notice prior to the closing of the Association's year (viz. March 31) signifying its intention to resign the membership of the Association.

#### **15. RESIGNATION :**

a. A member desirous of resigning from the membership of the Association shall do so by giving three calendar months' notice in writing to the General Secretary and upon the expiration of the notice period such member shall cease to be a member.

b. In case the notice period runs into the new year of the Association commencing from 1st April he will be liable to pay full subscription for the new year and shall continue to be liable as provided in Clause 66(b) hereof should the Association be wound up within a period of one year from the date of termination of the membership.

#### **16. DISQUALIFICATION FOR MEMBERSHIP / TERMINATION OF MEMBERSHIP :**

**a. A member shall cease to be a member by reason of :**

i. being expelled by the 2/3rd Majority of votes in the General Body,

ii. being adjudged insolvent,

iii. winding up business of Event & Entertainment Mangement, Brand activation and BTL activity voluntarily or under orders passed by a Court or other competent authority.

iv. On his/her written resignation.

v. On his/her death.

vi. He/she has not attended three consecutive meetings of the General Body without any intimation /leave of absence.

vii. For any other violent, unsociable, unbecoming behavior etc.

viii. On default in payment of membership fee.

**b. The reason of termination from membership shall be communicated to the member concerned in writing.**

**c. A member at the time of resignation shall have to submit one-month notice.**

A member when disqualified for membership, its representative shall automatically and instantaneously be deemed to have ceased to hold any office of the Association or represent the Association or any other

#### **17. MEMBERSHIP REGISTER :**

**a. The General Secretary of the Association shall maintain a Membership Register showing**

i. The names & addresses of the members

ii. Name of agency's representative on the Association, and group and zone to which it belongs.

iii. The date on which the member was admitted.

iv. The date on which a member ceased to be a member.

v. Particulars of Admission fees received.

vi. Particulars of Annual Subscription received

vii. Any other information required from time to time.

**b. All communications emanating from the Association,** including notices of meetings, shall be addressed to the representative and such communication sent by email and/or courier and/or fax as well as under Certificate of Posting on the address recorded in the membership register, shall be deemed to have been received by the member concerned and no complaint of non receipt will vitiate the decision taken and/or course of action adopted by the Executive Committee or the General Body as the case may be. Such decisions or actions shall be binding on the member concerned.

Listing of notices on Association's official website shall be deemed as official notice for various General Body Meetings, Governing body meetings, Extra-ordinary meetings and communication of intimation to its eligible members, whether or not individual notices have been sent for that matter.

c. A director, partner or proprietor or any executive of a member agency will be qualified to represent the member agency of the Association provided due notice in writing is given to the Association as hereinafter provided.

d. Any change in address or in the name of the representative be at once notified to the General Secretary by Registered Post, to enable him to maintain the Register up to date. The Secretary shall acknowledge such letter and confirm the action taken.

e. Accidental omission or non-receipt of a notice or voting paper or any other communication from the Association shall not vitiate the proceedings of the meeting of the Association.

#### **18. APPEALS :**

All the appeals should be referred to the Governing Body of the Association. The decision of the Governing Body shall be final. The reason for objection shall be communicated to the member concerned.

#### **19. READMISSION :**

In case the General Body expels a member, the same can be readmitted provided the concerned member fulfils the condition laid down in the Rules & Regulations and pays the admission fees afresh.

#### **► Part - III**

#### **20. PRESIDENT :**

The organisational head of the Association shall be the President who shall be elected by the General Body from amongst those whose names appear on the Membership Register as persons entitled to act and vote as the representative of their respective agency and are entitled to be elected as office bearers. If, for any reason, the office of the President falls vacant it shall be filled in through election within two months from the date it fell vacant.

#### **21. TENURE :**

The President shall hold office until the next annual election. The President, unless he resigns or is removed from his office by a vote of no confidence passed at any meeting of the General Body by the majority of not less than 2/3rds of the membership of the Association, shall continue to hold the office even if all the members of the Committee jointly or severally resign or even when the Executive Committee is dissolved by a vote of no confidence by the General Body.

The first President shall have a term of Two Years. Thereafter, President shall be elected or re-elected in the General Body meeting. However, one person cannot hold the position of President for more than Five Years consequently.

#### **22 POWER AND FUNCTIONS :**

a. On a person entitled to represent a member being elected as President, he shall cease to be the accredited representative of such member for the purpose of the business of the Association, during the tenure of his office,

and such member shall, during such time, be represented by other duly authorised person to act on behalf of such member. The name of the President shall not, however, be removed from the register on the ground that by virtue of his office, he has ceased to be an accredited representative of a member, and notwithstanding the fact that he has ceased to be an accredited representative

during the tenure of his office, he shall be deemed for the purpose of the preceding Clause 12 to be a person entitled to act and vote on behalf of the member of the Association.

**b. The President, along with the Executive Committee,** shall guide the activities, business and affairs of the Association so as to best promote the objectives of the Association and the larger interest of the profession.

**c. He, or in his absence the Executive Vice-President,** shall represent the Association before all agencies, government or any other body and act and sign on behalf of the Association in all matters concerning the business of the Association in accordance with such directives as may be given by the Executive Committee and/or the General Body.

**d. The President, if present, shall preside at all meetings of** General Body and Executive Committee held during the term of his office.

**e. The President shall have no vote except a casting** vote at meetings of the General Body and the Executive Committee.

## ► PART-IV

### 23. GENERAL BODY

**a. The General Body of the Association shall consist of** all members of the Association whose names exist on the rolls Twenty One days before the scheduled Annual General Meeting of the Members.

**b. The General Body may give directions from time to** time to the Executive Committee/Governing Body on the policy of the Association and the management of the Association's funds, and/or any matter pertaining to the business and affairs of the Association.

**c. If it is found by the Executive Committee that the** provision of the Rules and Regulations do not cover a particular situation, the Executive Committee shall take a decision and refer it to the General Body. Such decision of the Executive Committee when ratified by 2/3rds majority of the membership of the Association shall be valid as if it was part of the Rules and Regulations of the Association, but of such changes where 75 per cent majority is necessary, (i.e. for such changes as mentioned in the Rules and Regulations of the Association which require 75 per cent majority) it will have to be ratified by not less than 75 % of the Association to make such decision valid and binding.

### 24. MEETINGS

#### a. ANNUAL GENERAL BODY MEETING

The General Body of the Association shall meet at least once in a year BETWEEN 1ST OF APRIL AND 31ST JULY, which would be called the Annual General Meeting, at such a place and time as the Governing Body may decide, and as specified in the notice of the meeting to conduct, among others, the following business:

**i.** To receive and approve and adopt the Annual Accounts, the Audit Report, Report the Activities of the Association from the Governing Body.

**ii.** To Appoint/renew appointment of the firm of Chartered Accountants as Statutory Auditor and fix remuneration.

**iii.** To elect persons to fill vacancies of the Governing Body in place of such members of the Body whose terms are expiring by show of hands or by secret ballot papers as required.

**iv.** To approve and adopt Budget and expense plan out lays for next the Financial Year.

**v.** To consider any other matter that may be brought to the attention of the members in the notice of the meeting or by permission of the chairman of the meeting.

**b. EXTRA ORDINARY GENERAL MEETING**

An Extra Ordinary General Meeting shall be convened at such a place and time as the Governing Body may decide, and as specified in the notice of the meeting to conduct, among others, the following business:

- i. To fill the casual vacancies which have arisen due to death, resignation or incompetence of the members of the Governing Body.
- ii. To consider any other matter that may be brought to the attention of the notice of the meeting or by the permission of the Chairman of the meeting

**c. Ordinary Meetings**

Whenever felt necessary, the Executive Committee will convene Ordinary Meeting of the General Body by giving 15 days notice in writing to all the members.

**d. Emergency Meeting**

If the President or in his absence, the Vice-President or the Executive Committee deems it expedient that an emergency meeting of the General Body be convened to decide upon an urgent and/or important matter, concerning the business and affairs of the Association or affecting the overall interests of the agency profession, the President or Vice-President or the Committee as the case may be, shall have the power to convene an "Emergency Meeting" of the General Body and for such meeting 7 days notice shall be given in writing to all the members of the Association.

**e. Requisitioned Meeting**

If a minimum of 1/3rd of the total membership of the Association by requisition in writing signed by them addressed to the Executive Committee and containing a statement of their reason for the requisition, request the Executive Committee to call a meeting of the General Body, the Committee shall call such a meeting to be held within 30

days after the receipt by the Executive Committee of the said requisition; and if the Executive Committee refuses or neglects to convene such General Body Meeting within the time aforesaid, the signatories to the requisition shall have the power to call such a meeting of the General Body to be held on such a day as they themselves shall appoint. In the case of such meeting held in pursuance of a requisition, the Executive Committee or in the alternative, the signatories of the requisition shall give 15 days notice to all the members of the date and agenda fixed for such meeting.

**f. Special Meeting**

Should the President's office and/or the Vice-President's office fall vacant and if at the same time the Executive Committee has been dissolved or if the majority of the members of the Executive Committee have resigned, the remaining members of the Executive Committee or the General Secretary along with any Eight members of the Association represented by at least two members from each Zone, shall jointly have the power to convene a special meeting of the General Body for filling the vacancies. No other business shall be transacted at such a special meeting which shall be convened at 15 days notice in writing to all members of the Association.

**25. QUORUM:**

At any meeting of the General Body except the above referred Special Meeting, the quorum shall be constituted if 1/3 members of total members of the Association are represented at such meeting.

If, at the appointed time for the meeting the prescribed quorum is not present, then the meeting shall be adjourned for half an hour. If, within the half an hour period, the required quorum is not present, then the adjourned meeting shall be conducted with the members present who shall be competent to transact all business included in the agenda of the said meeting. At a special meeting of the General Body

the quorum shall be constituted if 25 per cent or more of the total members of the Association are represented.

#### **26. PROXY :**

Every member is entitled to attend and participate, vote and be voted in the meetings either in person or through proxy duly notified to the Secretary. Proxy in such cases shall be an employee of the member or a member of the Association.

A member who is represented by a proxy shall be deemed to be present at the meetings of the General Body for the purposes of quorum and of counting of votes.

#### **27. AGENDA :**

The Agenda for every meeting of the General Body shall be circulated along with the notice convening the meeting.

#### **28. RESOLUTIONS :**

a. No resolution purporting to lay down a policy on any of the following matters shall be binding on all the members of the Association unless such a resolution has received the support of not less than 2/3rd members of the Executive committee.

i. Matters pertaining to the standards of business practice and professional skills to which the members are expected to conform.

ii. Matters pertaining to the relationship between Agency, clients, media owners and suppliers.

iii. Matters or projects involving the Association in Capital expenditure or borrowing exceeding Rs.10,00,000/-.

**b. All other resolutions not requiring special majority** shall be deemed to have been passed by a simple majority by show of hands unless demanded otherwise by at least 1/3rd of the members present at the meeting.

**c. The Chairman of the meeting may, at his discretion,** decide to refer any of the above referred other resolutions to the members not present. The Chairman shall announce in the meetings his decision to refer the resolutions to those

members who are not present at that meeting of the General Body. A resolution, so referred, shall not be deemed to have been passed unless it receives the support of the majority of those who have voted on the resolution either at the time of the General Body Meeting or by post on a reference from the Chairman.

#### **▶ PART-V**

#### **29. ZONES :**

The territory covered by the Association shall be divided into the following four zones :

i. North Zone which includes the States of Delhi, U.P., Rajasthan, Himachal Pradesh, Punjab, Haryana, J & K, and other Northern States.

ii. West Zone which includes the States of Maharashtra, Gujarat, Madhya Pradesh, Goa & Union Territory of Daman & Diu.

iii. East Zone which includes the states of West Bengal, Orissa, Bihar, Assam & other Eastern States, Andaman & Nicobar.

iv. South Zone which includes the States of Tamil Nadu, Kerala, Karnataka & Andhra Pradesh & Union Territories of Pondicherry/ Lakshwadeep.

#### **30. ZONAL COMMITTEES :**

Each zone shall have a committee called 'Zonal Committee' comprising of all the members from that particular zone. The Zonal Committee will primarily deal with matters of zonal importance and it shall function under the guidance and shall be responsible to the Executive Committee.

Each Zonal Committee shall have a convenor to be known as "Vice- President", a "Joint Secretary" and two representatives to be elected by members of that Zone and having representation in the Governing Body/Executive Committee. The convenor, Joint Secretary and two representatives shall be re-elected after a period of two years or until the Annual General Elections or until their removal from office by a vote of no confidence passed at the Zonal

Meeting by a majority of not less than 2/3rd of the total membership of the Zonal Committee or until the resignation of its members, whichever is earlier. The Convenor shall at all times be entitled to represent and act and vote for the member for whom he is accredited, although he has been elected as a Convenor, but he shall have no casting vote.

### **31. POWERS :**

The Zonal Committee shall be primarily concerned with matters of zonal importance and they shall function in accordance with such rules and regulations as may be laid down for the purpose by the General Body or the Executive Committee.

## **▶ PART-VI**

### **GOVERNING BODY/EXECUTIVE COMMITTEE**

#### **32. EXECUTIVE COMMITTEE (GENERAL) :**

The affairs, business and funds of the Association shall be managed by the Executive Committee in accordance with the direction given by the General Body from time to time.

#### **33. COMPOSITION**

The Executive Committee shall consist of not less than 11 members and not more than 21 members and the composition of the Executive Committee shall be as under:

PRESIDENT	ONE
VICE PRESIDENT	FOUR (one from each zone)
(One out the Four Vice-Presidents to be elected as "Executive Vice- President")	
GEN. SECRETARY	ONE
SECRETARY	ONE
JOINT SECRETARY	FOUR (one from each zone)
TREASURER	ONE

MEMBERS EIGHT (Two from each zone)

Ex-OFFICIO MEMBER ONE

There shall be a minimum of Four members (excluding the President, General Secretary, Secretary and Treasurer) on the Executive Committee from each Zone (North, East, West and South). Each Zone shall be represented by a Vice-President, a Joint Secretary and two elected representatives.

The President, General Secretary, Secretary, and Treasurer shall be elected at General Body Meeting voted and elected directly for such position.

If at the time of the election of Executive Committee no member from a particular zone is willing to represent then that particular seat will not be filled through election. This would not vitiate the formation of the Executive Committee. The seat so left vacant may be filled through cooption by the Executive Committee within a period of three calendar months from the date of Annual Election.

#### **Ex-OFFICIO MEMBER :**

The immediate Past-President will be an ex-officio member of the Executive Committee for a period of one year, or for longer periods due to special circumstances duly extended by the General Body by passing a Resolution to this effect. He will, however, be eligible for reelection as a member of the Executive Committee.

If, subsequent to the Annual Elections, a vacancy/ies in the Executive Committee is/are created for any reason whatsoever, the Executive Committee shall fill in the same within two months from the date of such vacancy/ies is/are created, by co-option provided that the member/s so coopted shall hold office until the next Annual Election.

NOTE : This clause shall apply only after the date which is decided in the General Body Meeting.

#### **34. RETIREMENT BY ROTATION :**

Executive Committee will be elected afresh on or before 31-03-2010 or such other date as may be determined by the present Executive Committee but not later than 30.9.2010.

One year after the date of the Annual General Body Meeting held after the meeting as stated herein before, 50 per cent of the elected members of the Executive Committee will retire by lot on the date of such Annual General Body Meeting and their seats will be filled in through election. Those retiring by rotation will be eligible for re-election.

Subsequent to the first retirement as aforesaid remaining 50 per cent of the members of the Executive Committee will retire on the date of the next Annual General Meeting but will be eligible for re-election. This process for the election of the Executive Committee will repeat every Second year.

### **35. CHAIRMAN OF THE COMMITTEE :**

The President of the Association shall be the ex-officio Chairman of the Executive Committee.

### **36. MEETINGS :**

The Executive Committee will try to meet as far as possible once in Three months or as often and at such places as are considered necessary and convenient for transacting the business and affairs of the Association. Provided that the Executive Committee shall meet at least Four times during the year and shall endeavour to hold at least one of these Four meetings at one of the ZONES.

A member who does not attend any two consecutive meetings of the Executive Committee without proper or valid reason, his seat may be declared vacant by 2/3rd majority of the members of the Executive Committee and a new member may be co-opted in his place.

### **37. POWERS :**

#### **a. General Powers :**

The Executive Committee shall, subject to the direction of the General Body and the provision of these Rules, exercise all such powers and do all such acts and things as the Association is by law or by these Rules or otherwise authorised to exercise or do.

#### **b. Special Powers :**

In furtherance of and without prejudice to the General Powers conferred by or implied in the last preceding sub-clause (a), and all other powers conferred by those present it is hereby expressly declared that the Executive Committee shall be entrusted with and may exercise and perform the following powers and functions :

**i.** To co-operate with any other individual and to subscribe to, to become a member of and to co-operate with any other association, whether incorporated or not, whose objects are altogether or in part similar to those of this Association and to procure from or to communicate to any such individual or association, such information as may be likely to further the objects of this Association;

**ii.** To collect subscriptions and other payments from members and to borrow or raise moneys required for the purpose of the Association upon such terms and in such manner and upon such securities as may be determined and generally to obtain moneys for the projects of the Association in any lawful manner and to invest, apply or deal with the same in such manner as may be considered most desirable for giving effect to such objects;

**iii.** To accept any bequest, devise, gift or donation whatsoever (whether of

money or of property of any description) and to apply the same or the proceeds of sale or realisation thereof for the purpose of the Association or to invest the same or such proceeds and apply the income arising therefrom for any of the purposes of the Association;

**iv.** To acquire by gift or donation and to purchase, take on a lease or otherwise, lands and other property movable and immovable, which the Association for the purpose thereof may from time to time think proper to acquire;

**v.** To sell, prove, manage, develop, exchange, lease or let, underlease, sub-let, mortgage, dispose off, turn to account, or otherwise deal with all or any part of the property of the Association with the previous consent of the General Body;

**vi.** To appoint representatives of the Association for serving on any Committee, Governmental or otherwise on which the Association has been invited to be represented or to act for the Association for any other specific purpose;

**vii.** To appoint such sub-committees as the Executive Committee may deem it advisable for the purpose of assisting the Executive Committee in its work and to invite any member of the Association, not being a member of the Executive Committee to serve on any such sub-committees and to consult any authority if, for any special reasons, such a course may seem to be advisable;

**viii.** The Executive Committee may create a Working Committee comprising some of the members of the Executive Committee to discharge the duties which would normally devolve on the Executive Committee but, always subject to the direction and overall control of the Executive Committee;

**ix.** To invite any member of the Association, not being a member of the Executive Committee to be present at any meeting of the Executive Committee and participate in its deliberations provided however, that the member so invited shall not have the right to vote in such meeting of the Executive Committee;

**x.** To appoint lawyer, solicitors and other professional persons to the Association and to consult them whenever the Executive Committee deems it expedient to do so;

**xi.** To commence, institute, prosecute and defend all such actions and suits as the Executive Committee may deem it necessary or expedient on behalf of the Association to comprise or submit to arbitration the same as they may think best;

**xii.** To enter into all negotiations and contracts and to receive and vary all such contracts and to do all such acts and deeds and things in the name and on behalf of the Association as may be necessary for the furtherance of the objects of the Association or the decision of the General Body;

**xiii.** To open banking accounts and decide the conditions under which such accounts shall be operated;

**xiv.** To engage and dismiss the Secretary and other officers and employees of the Association and to determine their respective powers and duties and to fix their wages and remuneration and terms of employment;

**xv.** To manage the funds of the Association and to exercise all relative powers in accordance with the provision hereinafter contained;

**xvi.** The Executive Committee, if required, under special circumstances to defend any legal case arising out of members disputes with clients or any other matters with any individual company, association, etc., the member agency shall reimburse in full all costs, out of pocket expenses, travel, board, lodge, legal expenses, etc., incurred by the Association arising out of such cases;

**xvii.** Any member/s authorised by the Executive Committee to deal with cases detailed in clause 37(b)(xvi) on behalf of the Association then the Association will reimburse that member/s all expenses incurred including travel, out of pocket expenses, board and lodge, etc.;

**xviii.** To put a defaulting member on 'notice' whereupon the member concerned shall cease to be entitled to the privileges of the membership of the Association unless and until the Executive Committee has withdrawn the 'notice'.

### **38. RESOLUTIONS :**

If in regard to exercise of any of its powers or the performance of any of its duties or otherwise, a resolution considered by the Executive Committee received the support of only four of its members excluding the President, such resolution shall be referred to the General Body for their decision.

However, if such resolution received the support of more than four of the members of the Executive Committee but fails to receive the support at least of 2/3rd of the total membership of the Committee excluding the President, the resolution may, nevertheless, be referred to the General Body by the President or in his absence, the Vice- President acting in his discretion.

Subject to the preceding sub-clause (a) all matters before the Executive Committee at any meeting thereof, will be decided by a majority of votes of members of the Committee present in person or by proxy at the meeting.

The President may, at any time when the Executive Committee is not in session, refer to the members thereof any resolutions in writing, for their approval. If on such reference all members of the Committee sign the resolution in approval of the same, the resolution shall be as valid and effectual as if it had been passed at a meeting of the Executive Committee duly called and constituted.

#### **39. NOTICE FOR ORDINARY MEETING :**

The President or in his absence the Vice-President shall fix the date and place of the Ordinary Meeting of the Executive Committee at 15 days notice in writing to the members of the Executive Committee. The Notice period shall commence from the date next to the date of posting the notice of the meeting. All such notices of Executive Committee Meetings may be sent out by email and/or fax and/or courier, also. Granting of the proxy must be notified to the Secretariat in the form prescribed.

#### **40. URGENT MEETING :**

The President may, at his discretion, convene an Urgent Meeting of the Executive Committee at 5 days notice. Intimation of such meetings shall be sent telegraphically and/or by email and/or courier and/or fax' and decisions taken at such meetings are not valid unless they are unanimous. For this meeting the quorum will be President and four members excluding the President.

#### **41. REQUISITIONED MEETING :**

If any three members of the Executive Committee request the President or in his absence the Vice-President by telegram, letter, Fax or email, copy of which shall be forwarded to the Secretary of the Association, to arrange for a meeting, he shall proceed within 7 days of the receipt of the telegram or letter to convene such meeting and if he fails or neglects to call such meeting, provided the request states the object of the meeting, the signatories to the letter, telegram, FAX or email may themselves convene such

meeting, giving at least 7 days notice thereof.

Any six members of the Executive Committee will constitute a quorum for such requisitioned meeting of the Executive Committee.

#### **42. QUORUM :**

Any five members of the Executive Committee and the President or in the absence of the President, any six members of the Executive Committee shall constitute a quorum for Ordinary Meeting of the Executive Committee consisting of more than 11 members, otherwise 50 % of the members of the Executive Committee present at the meeting shall form quorum.

A meeting of the Executive Committee at which a quorum is present shall be competent to exercise all the authorities, powers and discretions, conferred on it by or under the Rules and Regulations.

#### **43. PROXIES :**

A member of the Executive Committee shall be entitled to nominate as his proxy any other member of the Executive Committee only. Granting of the proxy must be notified to the Secretary in the form prescribed. It will be in order if the proxy form duly completed is handed over to the Secretary when the Executive Committee members sign the Attendance Register of the Executive Committee.

A member of the Executive Committee who is represented by a proxy shall be deemed to be present for the purpose of quorum and counting of votes at the meetings.

#### **44. MINUTES :**

Confirmed Minutes shall be prima facie proof of the facts mentioned therein.

All acts bonafidely done by any meeting of the Executive Committee or any person acting as a member of the Executive Committee, shall notwithstanding if it be afterwards discovered that there was some defect in the appointment of any such member or persons acting as

aforesaid or that any of them were disqualified, be as valid as if every such person, had been duly appointed and was qualified to be a member of the Executive Committee, unless it is so apparent that without the vote of such disqualified person or persons resolution would not have been carried as required under the Rules and Regulations.

#### **45. REPORTS :**

The Executive Committee shall submit reports on the activities and funds of the Association to the General Body as often as the latter may deem necessary. Prior to each Annual General Body Meeting, the Executive Committee shall prepare a report of the proceedings of Association during the year prior to such meeting and shall cause the same to be printed or generated on computer and shall send at least one copy thereof to each member of the Association, not less than 21 days prior to the date fixed for the said Annual General Body Meeting. The Executive Committee may also if they deem fit to do so, send any one or more copies of the said Annual Report to any individual or corporation or association to whom or to which they may deem desirable in the interest of the Association to send the same.

#### **46. POWER AND DUTIES OF THE OFFICE BEARERS OF THE EXECUTIVE COMMITTEE/ GOVERNING BODY**

##### **A. PRESIDENT**

- i.** He shall supervise all works and activities done by the other office bearers of the Association.
- ii.** He shall be the head of the Association and preside over the meetings of the Governing Body. He / she shall have the right of casting the vote.
- iii.** To do other things if authorized by the Governing Body from time to time.
- iv.** He shall have the power to approve/sanction expenditures upto Rs. 5,00,000/- (Rupees Five Lacs Only).

##### **B. EXECUTIVE VICE-PRESIDENT/VICE-PRESIDENT**

- i.** He/She shall carry out such duties as may be assigned to him/her from time to time by the President. In the absence of the President. He shall assume the duties and powers of the President.

##### **C. GEN. SECRETARY**

- i.** To sign on behalf of the Association, conduct its correspondence and to record its proceedings of the meetings.
- ii.** To summon and attend the meeting of the General Body.
- iii.** To call Ordinary General Meeting if desired on written request of at least 1/3rd members of the General Body.
- iv.** To do any other things if authorized by the Governing Body from time to time.
- v.** He/She shall have the power to approve/sanction expenditures up to Rs. 50,000/- (Rupees Fifty Thousand Only).

##### **D. SECRETARY**

- i.** He/She shall carry out such duties as may be assigned to him/her from time to time by the Gen. Secretary. In the absence of the Gen. Secretary. He shall assume the duties and powers of the Gen. Secretary.

##### **E. JOINT SECRETARY**

- i.** He/She shall carry out such duties as may be assigned to him/her from time to time by the Secretary. He shall assume the duties and powers of the Secretary.

##### **F. TREASURER**

- i.** He/she shall keep accounts of receipts and expenditure of the Association and furnish the necessary information to the Government Body.
- ii.** To do any other things if authorized by the Government Body from time to time.
- iii.** He/she shall have the power to approve/sanction

expenditures up to Rs.50,000/- (Rupees Fifty Thousand Only).

#### **47. COMPENSATION AND REMUNERATION**

The members of the Governing Body / Executive Committee shall be entitled to reimbursement of expenses incurred in the performance of their duties. Nothing herein shall preclude a member of the Governing Body from serving the Association in other capacity and receiving compensation remuneration, fees or honorarium for such services.

#### **48. TENURE OF THE GOVERNING BODY**

The tenure of the Governing Body /Executive Committee shall be two years.

### **▶ PART VII**

#### **FINANCE, FUNDS, INCOME, ACCOUNTS, AUDIT**

#### **49. BANK ACCOUNT**

a.) The funds of the Association shall be kept in a Scheduled Bank. With a view to generate income for the Association, the surplus funds shall be invested by Managing Committee in FD, CDs of scheduled Bank, Units of UTI, Mutual Funds, Bonds/debentures of All India Financial Institutions, Govt. Securities, keeping in view the safety, liquidity and returns.

b.) The money shall be authorized to be withdrawn by the President jointly with any one of the other two-office bearers. However, in some situations persons from the elected Management Committee may also be authorized by the President to make withdrawal from bank. Under no circumstances there shall be less than two signatories for operating the Bank Account. One of the signatories must be out of President, Vice-president, General Secretary, Secretary or Treasurer.

#### **50. SOURCES OF INCOME**

- (a) Registration, Admission, special or any other fee in any mode.
- (b) Subscription, Sponsorships and Interest by way of any mode.
- (c) Donation, gifts, presents & special contribution of any nature.
- (d) Grants, aid, loan or any other assistance in any other form etc.
- (e) Income from Investment of the Trust Fund & Rent. The Income of the Association received from India and Outside India (as per under FCRA & Govt. rules) as may be from all sources will be utilized for the attainment of the aims and objects of the Association.

#### **51 MANAGEMENT OF FUNDS AND PROPERTIES OF THE ASSOCIATION**

All the incomes of the Association shall be deposited in the Bank and shall be utilized only for the promotion of the aims and objectives of the Association.

#### **52. APPLICATION OF FUNDS AND PROPERTIES :**

The funds and properties of the Association however derived shall be applied solely towards the promotion of the objects of the Association as set out in the Memorandum of Association above, and no proportion thereof shall be paid, transferred or distributed directly or indirectly either by way of share or profits or dividends or bonus or otherwise howsoever by way of profit to the members of the Association; but nothing herein shall be understood to prevent the payment in good faith of reasonable and proper remuneration or reimbursement of authorized hotel, travelling and other expenses incurred while on the business of the Association to any officers or servant of the Association or to any member of the Association.

#### **53. MAINTENANCE OF ACCOUNTS :**

The Executive Committee shall cause true accounts to be kept of all sums of money received and expended by the Association and the matters in respect of which such receipts and expenditures take place, and of the assets,

credits and liabilities of the Association. The books of the accounts shall be kept at the office of the Association or at such place or places and in charge of such person or persons as the Executive Committee may from time to time direct.

#### **54. MANAGEMENT OF FUNDS AND PROPERTIES:**

The Executive Committee for the time being shall have power to invest and deal with any of the moneys of the Association not immediately required for the purpose thereof, in such securities and in such manner as they may be instructed by the General Body or in the absence of such instructions as they may think fit and from time to time vary, release such investments. The Executive Committee shall have the power to determine the manner in which bills, loans, receipts, expenses and documents shall be signed or executed by and on behalf of the Association.

The Executive committee shall have the power to borrow or raise or secure the repayment of any sum or sums of money not exceeding Rs.10,00,000/without the previous sanction of the General Body and they may borrow, raise or secure the repayment of any sum or sums of money exceeding Rs.10,00,000/-with the previous permission of the General Body. If at any time during the year the funds at the disposal of the Executive Committee are insufficient or likely to be insufficient to defray the estimated expenditure for the remaining portion of the year, then the Executive Committee shall in such cases call a General Body Meeting and lay the accounts of the Association before such meeting for the decision of the General Body.

At least for 21 days prior to each Annual General Body Meeting the Executive Committee shall send to each member of the Association an Income & Expenditure Account and Balance Sheet duly audited as provided for hereinafter, containing a summary of the property and liabilities of the Association and made upto 31st March of the year immediately preceding the meeting and such accounts and balance sheet shall be laid before the members of the Annual General Body Meeting in each year.

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**AUDIT****55. ACCOUNTS TO BE AUDITED :**

Every Balance Sheet and Income & Expenditure Account shall be audited by one or more auditors to be appointed as hereinafter mentioned.

**56. ELECTION OF AUDITORS :**

The Association shall elect on the date of the Annual General Body Meeting in each year an auditor or auditors to hold office until the next Annual General Body Meeting and the following provision shall have effect, that is to say :

No person or his/her relative whose name appears on the register as being entitled to act and vote for a member of the Association and no employee or his/her relative of any member of the Association shall be capable of being appointed auditor of the Association. A person other than a retiring auditor shall not be capable of being appointed at an Annual General Body Meeting unless notice of an intention to nominate that person to the office of the Auditor has been given by any two members jointly to the Secretary of the Association and in such form and before such date as may be fixed for the purpose by the Executive Committee. A list of the candidate duly nominated for the appointment as auditor, together with the voting paper in respect of the election for the post shall be sent to each member of the Association at least 15 days before the date fixed for the election.

**57. REMUNERATION OF AUDITOR :**

The remuneration, if any, of the auditor shall be fixed by the Annual General Body or alternatively by the Executive Committee.

**58. RIGHTS AND DUTIES OF AUDITORS :**

Every auditor of the Association shall have a right of access at all times to the books of accounts and vouchers of the Association and shall be entitled to require from the President and members of the Executive Committee and all

officers and employees such information and explanation as may be necessary for the performance of the duties of the Auditors and shall be entitled to attend any Annual General Meeting at which any accounts which have been examined or reported by them are to be considered and may make any statement or explanation they desire with respect to the accounts.

The auditors shall make a report to the members of the Association on account examined by them and of every Balance Sheet and Income & Expenditure Account laid before the Annual General Body Meeting of the Association during their tenure of office and the report shall state :

- i. Whether or not they have obtained all information and explanation they have required.
- ii. Whether or not such Balance Sheet exhibits a true and correct view of the state of the Association's affairs according to the best of their information and the explanation given to them and as shown by the Books of the Association.

**59. WHEN ACCOUNTS TO BE DEEMED FINALLY SETTLED :**

Every account of the Executive Committee when audited and approved by the General Body Meeting shall be conclusive except as regards any error discovered therein within 3 months after the approval thereof. However, if any such error is discovered within that period, the account shall be corrected and thenceforth shall be conclusive.

**▶ PART VIII  
MISCELLANEOUS****60 AMENDMENT**

Any amendment in the Memorandum of Association and rules and regulation will be carried out in accordance with the section 12 & 12A of the Societies of Registration Act, 1860, as applicable to the National Capital Territory of Delhi.

**61 LEGAL PROCEEDINGS (SECTION 6 OF THE ACT)**

The Association may sue or be sued in the name of the president, as per the provisions laid down under Section 6 of The Societies Registration Act 1860, as applicable to the National Capital Territory of Delhi.

**62 ANNUAL LIST OF THE GOVERNING BODY**

Once in every year a list of the office bearers and members of the Governing Body shall be filled with the Register of Societies, N.C.T of Delhi as required under Section 4 of The Societies Registration Act 1860 and applicable to the National Territory of Delhi.

**63 APPLICABILITY OF THE SOCIETIES REGISTRATION ACT**

All the powers under all sections of the Society Registration Act, 1860 as amended from time to time and as adapted, extended, and applicable to in the National Capital Territory of Delhi, will apply to the Association.

**64 BYE LAWS**

Executive Committee may frame Bye-Laws from time to time with the consent of General Body for the proper administration of the Association and a copy of such Bye-Laws shall be filed with the office of the Registrar of Societies, Bombay.

**65 DISSOLUTION AND ADJUSTMENT OF AFFAIRS**

If the Association needs to be dissolved as per the provisions laid down under Section 13 & 14 The Societies Registration Act, 1860 as applicable to the National Territory of Delhi. If upon dissolution of the Association there shall remain after the satisfaction of its debts and the liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Association but shall be given over to organization with

comparable purposes according to the decisions of the members or, in default thereof, according to the decision of a competent court.

**66. WINDING UP :**

a. The Association shall be wound-up on a resolution being passed in that regard at a meeting of the General Body specially convened for the purpose by a majority of not less than 75 per cent of the total membership of the Association for the time being.

b. In the event of the Association being wound-up, every present and past member shall, subject to the provisions of this section, be liable to contribute to the assets of the Association an amount sufficient for payment of its debts and liabilities and the costs, charges and expenses of the winding-up and for the adjustment of the rights of the members interests with the following qualifications, that is to say :

i. A past member shall not be liable to contribute if he has ceased to be a member for one year or upwards before the commencement of the winding-up;

ii. A past member shall not be liable to contribute in respect of any debt or liability of the Association, contracted after he ceased to be a member.

iii. If upon the winding-up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the members of the Association or any of them but shall be given to some other Association, to be determined by the vote of not less than 60 percent of the total membership of the Association.

**ARBITRATION****67. EEMA Rules relating to Arbitration :**

In cases of disputes between member agencies and their clients/vendors/suppliers as well as, inter -se, among members of the Association the General Body of the

EEMA shall follow following rules pertaining to Arbitration:

**a.** Arbitration between Members and their Clients/ vendors/ suppliers

All disputes and/or differences and/or questions which shall arise between a member agency and his client or Members and vendors / suppliers arising out of or pertaining to an agreement between such member and its client may be referred to the Association by either of the parties. The Arbitration proceedings

shall be conducted in accordance with law for the time being in force. The venue of the Arbitration shall be New Delhi or such other place as the disputing parties may agree upon.

**b.** Arbitration between Inter se amongst Members All disputes and/or differences and/or questions that may arise out of or pertaining to the bye-laws of the association or pertaining to questions of importance to the trade or of any nature whatsoever between any two or more members shall be referred to the Association for Arbitration. To invoke this clause, either of the parties to the dispute may make a representation to the Association of any such

disputes/differences or questions that have arisen between them. In the said representation the member(s) concerned shall express its/their desire to have such disputes, differences or questions referred to a sole Arbitrator or more Arbitrators. The Arbitrator(s) shall be Appointed by the association within 30 days of receipt of the representation.

The appointment of Arbitrator(s) shall be made by the Executive Committee of the parties to the dispute.

The Arbitration proceedings shall be conducted in accordance with the law for the time being in force in India. The venue of the Arbitration shall be New Delhi or such other place as the disputing parties may agree upon.

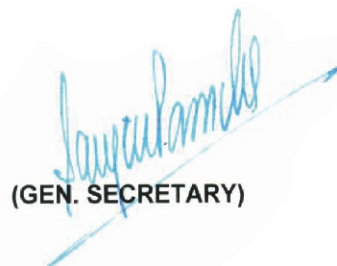
The Arbitration Fee as may be prescribed from time to time shall be payable by both or all the parties to Arbitration.

#### **68. ESSENTIAL CERTIFICATE**

**CERTIFIED THAT THIS IS THE CORRECT COPY OF THE RULES AND REGULATIONS OF THIS ASSOCIATION**



(PRESIDENT)



(GEN. SECRETARY)



(TREASURER)