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| **Existing Provisions** | **Proposed Amendments** | **Rationale for Amendments** |
| **6.1**  Membership shall be open to:  (i) any Person who is geographically based within, and providing services in the African region, and who is engaged in the use of, or business of providing, open system protocol network services; or  (ii) any other Person who is approved by the Board or the members. | To amend **Article 6.1(i)** so that it may be read as follows:  Membership shall be open to **any corporate which complies with Internet Resources Policy approved by AFRINIC community** | The term “person” shall be amended into “corporate” because most of the current membership holders are corporate instead of “persons”.  Membership shall be open to any corporate which comply with Internet Resources Policy approved by AFRINIC community instead of setting geographical criteria as community discussion is what matters the most here. |
| **6.4**  Resource Member - A legal entity (local Internet registry or end-site) shall be deemed to be a Resource Member of AFRINIC after it has completed the following formalities cumulatively:  (i) justified its need for the right to use Internet Number Resources to AFRINIC  (ii) signed AFRINIC’s Registration Service Agreement; and  (iii) paid the relevant setup membership fees related to Internet Number Resources allocated/assigned to it by AFRINIC Registration Service. | To amend **Article 6.4** by deleting the provisions under (i), so that Article 6.4 reads as follows:  **Resource Member – A legal entity (local internet registry or end-site) shall be deemed to be a Resource Member of AFRINIC after it has completed the following formalities cumulatively:**  **(i) signed AFRINIC’s Registration Service Agreement**  **(ii) paid the relevant setup and membership fees related to Internet Number Resources allocated/assigned to it by AFRINIC Registration Service.** | AFRINIC is just a book-keeper and shall not be involved in policy-related matters by requiring Resource Members to justify their needs to AFRINIC. Also, this shall not appear in Bylaws - how resources are distributed shall be decided by Policy approved by community discussion. |
| **Existing Provisions** | **Proposed Amendments** | **Rationale for Amendments** |
| **8.2 (ii)**  The membership of a Resource Member shall terminate upon:  (ii) the Board, acting reasonably and in good faith, determining that the Resource Member has ceased to satisfy criteria for admission to membership of the Company or ceased to comply with Number Resources Management Policies; | To be amended to read as follows:  (ii) **the Internet Resources Policy as approved by the AFRINIC community**, determining that the Resource Members has ceased to satisfy criteria for admission to membership of the Company or ceased to comply with Number Resources Management Policies; | This shall be decided by Internet Resources Policy approved by AFRINIC community instead of the Board. The Board shall not be involved in Internet Resources Policy-related matters. |
| **8.2(iii)**  (iii) the Board, acting reasonably and in good faith, determining that the Resource Member has refused or failed to comply with the provisions of this Constitution or any applicable rule made by the Board; | Propose to be deleted. | This is against the spirit of the community because it leaves a possibility of the Board abusing its power. There is no general test or safeguard to determine whether the Board is “acting reasonably and in good faith” and it allows the Board to make such determination on an arbitrary basis. |
| **Existing Provisions** | **Proposed Amendments** | **Rationale for Amendments** |
| **8.2(v)**  such other event or such other grounds as the Board, acting reasonably and in good faith, shall determine from time to time. | To be deleted. | The original wordings of “such other event or such other grounds” is too vague and can technically be exercised on an arbitrary basis by the Board and may thus lead to the Board abusing its power.  Moreover, There is no general test or safeguard to determine whether the Board is “acting reasonably and in good faith”.  Worst of all, the Board is allowed to make such determination at any time it desires. |
| **8.3**(iii)  the Board, acting reasonably and in good faith, determining that the Associate Member has ceased to satisfy criteria for admission to Associate membership of the Company; | To amend Article 8.3(iii) so that it may be read as follows:  **the Internet Resources Policy as approved by the AFRINIC community**, determining that the Associate Member has ceased to satisfy criteria for admission to Associate membership of the Company; | This is against the spirit of the community because it leaves a possibility of the Board abusing its power. There is no general test or safeguard to determine whether the Board is “acting reasonably and in good faith” and it allows the Board to make such determination on an arbitrary basis. |
| **Existing Provisions** | **Proposed Amendments** | **Rationale for Amendments** |
| **8.3(iv)**  the Board, acting reasonably and in good faith, determining that the Associate Member has refused or failed to comply with the provisions of this Constitution or any applicable rule made by the Board; | To be deleted. | This is against the spirit of the community because it leaves a possibility of the Board abusing its power. There is no general test or safeguard to determine whether the Board is “acting reasonably and in good faith” and it allows the Board to make such determination on an arbitrary basis. |
| **8.3(vi)**  such other event or such other grounds as the Board, acting reasonably and in good faith, shall determine from time to time | To be deleted. | The original wordings of “such other event or such other grounds” is too vague and can technically be exercised on an arbitrary basis by the Board and may thus lead to the Board abusing its power.  Moreover, There is no general test or safeguard to determine whether the Board is “acting reasonably and in good faith”.  Worst of all, the Board is allowed to make such determination at any time it desires. |
| **Existing Provisions** | **Proposed Amendments** | **Rationale for Amendments** |
| **8.4**  Termination shall not relieve a member from any obligation to pay any fees payable to the Company on or before the date of termination and shall not entitle the Resource and Associate Member to any refund of any fees, whether in whole or in part. | To be amended so that it reads as follows:  Termination shall not relieve a member from any obligation to pay any fees payable to the Company on or before the date of termination and shall not entitle the Resource and Associate Member to any refund of any fees, whether in whole or in part, **whilst subjected to the condition that unless the termination of membership is due to circumstances not caused by the Resource or Associate Member then the Resource or Associate Member shall be entitled to, without further challenge from the Company, refund, whether in whole or in part, in accordance to the circumstances of each case.** | The circumstances for the termination of membership are very vague and unclear.  It assumes that even if the incident which leads to the termination is not caused by the fault/role of the Resource/Associate Member, the innocent Resource/Associate Member will still not be entitled to any refunds. This is not addressed in the original wordings of the provision and is one-sidedly in favor of the Company only. |
| **Existing Provisions** | **Proposed Amendments** | **Rationale for Amendments** |
| **8.5**  The Resource Member shall, on termination of its membership, return the resources allocated to it by the Company. | To be amended as follows:  The Resource Member shall, on termination of its membership, return the resources allocated to it by the Company, **unless such resources is already allocated or in usage then such resources need not be returned to the Company despite the termination of the Resource Member’s membership.** | To avoid disruption to end-user. |
| **11.4**  Notwithstanding, the provisions of Article 11.3 the Board may adopt such policies regarding the management of internet number resources where it considers that the same is necessary and urgent, having regard to the proper and responsible usage of these resources. | To be amended to read as follows:  Notwithstanding, the provisions of Article 11.3 **but subject to Article 11.5,** the Board may adopt such policies regarding the management of internet number resources where it considers that the same is necessary and urgent, having regard to the proper and responsible usage of these resources. | To ensure that Article 11.4 is not read in isolation and instead to be read in conjunction of other provisions of Article 11. In other words, to ensure that Article 11 is read and construed in its entirety, i.e. as a whole. |
| **Existing Provisions** | **Proposed Amendments** | **Rationale for Amendments** |
| **11.5(ii)**  Endorsement of policy adopted by the Board:  (ii) In the event that such a policy submitted by the Board is not endorsed, the said policy shall not be enforced or implemented following its non-endorsement; however, any action taken in terms of the policy prior to such non-endorsement shall remain valid. | To be amended so as to read as follows:  (ii) In the event that such a policy submitted by the Board is not endorsed **or there is lack of response from the community**, the said policy shall not be enforced or implemented following its non-endorsement; **~~however, any action taken in terms of the policy prior to such non-endorsement shall remain valid.~~**  \*\*bold stroked words = to be deleted | If the community does not endorse such policies made under Article 11.4 then it shall not be further implemented even in the absence of any response from the community.  For the Board to proceed endorsing policies before obtaining the community’s endorsement for the time being would be equivalent to the Board implementing policies arbitrarily until it is rejected otherwise by the community. This may potentially also lead to an abuse of power from the Board. |
| **12.4**  Any accidental omission to give notice of an Annual General Members’ Meeting called under Article 11.1 to, or the failure to receive notice of an Annual General Members’ Meeting called under Article 11.1 by a Member or any other Person entitled to receive notice shall not invalidate the proceedings at that Meeting. | To be amended so as to read as follows:  Any accidental omission to give notice of an Annual General Members’ Meeting called under Article 11.1 to, or the failure to receive notice of an Annual General Members’ Meeting called under Article 11.1 by a Member or any other Person entitled to receive notice shall not invalidate the proceedings at that Meeting, **provided that such accidental omission to give notice or the failure to receive the notice shall not be due to the fault of the Board.** | This is a very one-sided disclaimer from the Company.  If the Board’s accidental omission to give notice or a Member’s failure to receive notice is due to the fault caused by the Board then the Board shall take responsibility for its own mistake by invalidating the Meeting.  Moreover, such an accidental omission to give notice to the relevant Members can also be used as an excuse for the Board’s personal agenda whereby the Board may pick and choose which Members are to be notified with the Board not subjected to any consequences. This could potentially lead to abuse of power exercised in a subtle manner from the Board. |
| **Existing Provisions** | **Proposed Amendments** | **Rationale for Amendments** |
| **15.3**  Without prejudice to the generality of Articles 15.1 and 15.2 above, the Directors shall be entitled to:  (i) determine the guidelines for the allocation of address space to members in line with the member driven Policy Development Process; | To be deleted. | The guidelines for allocation of address space shall only be determined through the consensus of the Members.    The Directors should only assume the role of facilitating relevant meetings and shall not have any say in matters relating to the determination of the allocation guidelines. |
| **22.2**  If on the winding up or dissolution of the Company, there remain any surplus assets after satisfaction of the Company's debts and liabilities, the surplus shall not be paid to the members but shall instead be given or transferred to some other institution or institutions having objects similar to the objects of the Company. The institution to which the surplus shall be transferred shall be determined by the members or, in default of such determination, by the liquidator after considering the advice of the Board. | To be amended as follows:  If on the winding up or dissolution of the Company, there remain any surplus assets after satisfaction of the Company's debts and liabilities, the surplus **shall be given or transferred in accordance to the mutual decision of the members**. The institution to which the surplus shall be transferred shall be determined by the members or, in default of such determination, by the liquidator after considering the advice of the **members**. | The members are the ones that should have a say in deciding where the surplus of assets goes to, since it contains their fees money.  The board should not be the one deciding. |