



**The
International Federation
of Anti-Leprosy Associations
(‘ILEP’)

Constitution**

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The official reference text of the Constitution is the English language version.

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I. NATURE, NAME, HEAD OFFICE, LANGUAGE AND DEFINITIONS

1. "The International Federation of Anti-Leprosy Associations", (ILEP) shall be registered with the Charity Commission for England and Wales as an Unincorporated Charitable Association.
2. The Head Office of ILEP shall be situated in England or Wales at a place determined by decision of the Board of Trustees.
3. English and French shall be the official languages of ILEP.
4. In both the ILEP Constitution and Bye-Laws the definitions attached in Appendix One shall apply.

II. OBJECTS

1. To support medical, scientific, social and humanitarian activities throughout the world for the relief and rehabilitation of persons affected by leprosy and for the prevention and eventual eradication of that disease by any or all of the following means;
 - i. the promotion and facilitation of co-operation and collaboration between the Members by co-ordinating their support to leprosy programmes, representing their common interests and providing technical expertise to ILEP, its Members and other parties;
 - ii. supporting its Members in achieving their common goal of a world without leprosy, whilst recognising their autonomy in accordance with their respective constitutions;
 - iii. supporting diversification of its Members' activities in so far as this promotes the sustainability of services benefiting people affected by leprosy.
2. ILEP shall make no discrimination on the grounds of politics, religion or race but subject thereto may do all such lawful things as further the attainment of its objects.

III. POWERS

1. ILEP has the following powers which may be exercised only in promoting its Objects:
 - a. to support its Members in achieving their common goal of a world without leprosy, whilst recognizing their autonomy in accordance with their respective constitutions;
 - b. to support the diversification of its Members' activities in so far as this promotes the sustainability of services benefiting people affected by leprosy;
 - c. to ensure that it shall not discriminate on the grounds of politics, religion or race;

- d. to delegate to the Secretariat the day-to-day management of ILEP and to confer a special mandate on, or delegate to, the President, the General Secretary or any other person/s the accomplishment of any specific mission;
 - e. to buy, take on lease, or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
 - f. to sell, lease or otherwise dispose of all or any part of any property;
 - g. to enter into any contract or incur or assume any obligation, borrow or raise money, obtain any form of credit or finance, and to give guarantees and indemnities, and mortgage or charge any of the property or assets of ILEP as security for its obligations. (The Trustees must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if they intend to mortgage land);
 - h. to open and operate such bank and other accounts as the Trustees consider necessary and to invest surplus funds and to delegate the management of funds in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
 - i. to employ and dismiss staff, and to remunerate them and to provide retirement, death, disability, ill-health and other benefits (pecuniary or otherwise) to them, their families, dependants and others (including former staff);
 - j. to provide facilities and services of all kinds to any person, and to organise conferences, seminars and other events;
 - k. to award certificates or prizes, either alone or jointly with other bodies;
 - l. to publish, in any manner or medium, material of interest to Members or of relevance to any aspect of ILEP's Objects or activities;
 - m. to establish and support any company or other body, and to co-operate with other bodies or organisations or to exchange information and advice with them and engage in joint activities of any kind, which may advance the Objects of ILEP;
 - n. to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects of ILEP;
 - o. to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects of ILEP;
 - p. to set aside income as a reserve against future expenditure, but only in accordance with a written policy about reserves;
 - q. to obtain and pay for such goods and services as are necessary to carry out the work of ILEP;
 - r. to insure the property of ILEP against any foreseeable risk; and
 - s. to do all such other lawful things as are necessary for the achievement of the Objects of ILEP.
2. No alteration of this Constitution or of any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.

IV. APPLICATION OF INCOME AND PROPERTY

1. The income and property of ILEP shall be applied solely towards the promotion of the Objects.
2. A Trustee may be reimbursed from ILEP for reasonable expenses properly incurred by him or her when acting on behalf of ILEP.
3. No Trustee may be paid or receive any other benefit for being a Trustee.
4. Notwithstanding the provisions of this clause, ILEP may make a charitable grant to a Member provided that the Trustee appointed by the Member shall withdraw from the discussion and shall not vote on the matter.

V. MEMBERSHIP

1. ILEP shall be a federation composed of non-governmental organisations, which have legal standing in their countries of origin.
2. Any independent organisation which is working in other countries in the field of leprosy may qualify for membership of ILEP.
3. Any organisation applying for membership of ILEP must make a written application in accordance with the conditions set out in the Bye-Laws.
4. Membership of ILEP shall cease upon a Member's resignation or expulsion in accordance with the Bye-Laws, or upon dissolution of ILEP.
5. No outgoing Member shall have any right to any of the assets of ILEP excepting through the sale of any property entitlements held on trust for that Member by the designated trustees of the property and in accordance with terms of any supplemental declaration of trust under which these are held.

VI. STRUCTURE AND ADMINISTRATION

The principle structures of ILEP shall be:

- a. the Board of Trustees;
- b. the Secretariat;
- c. the Technical Commission;
- d. Action Groups.

VII. BOARD

1. a. The Board shall consist of individuals appointed by each of the Members. The Board shall exercise all the powers of ILEP. It shall meet at least twice a year.

- b. The following cannot serve as Trustees:
 - People under 18;
 - People who are bankrupt;
 - People who have been debarred by the Charity Commission from serving as a trustee.
 - c. The Board may delegate any of its functions to committees consisting of two or more individuals appointed by the Board (at least one member of the committee must be a Trustee) and all proceedings of committees must be reported promptly to the Board. In exercising their powers of delegation, the Board shall provide that no expenditure shall be incurred by a committee except in accordance with a budget previously agreed.
2. Each Member may also appoint one alternate who may deputise for the appointed Trustee but not vote. Such appointment shall be made by written notice served on the General Secretary.
 3. An Extraordinary Board Meeting may be convened by decision of the President, or if a simple majority of Trustees request one.
 4. For all decisions taken by the Board, each Trustee shall be entitled to cast one vote.
 5. Meetings of the Board shall not be valid unless two-thirds of the Trustees are present throughout the Meeting.
 6. Meetings of the Board shall be conducted in accordance with the Bye-Laws, and in particular Appendix Two of the Bye-Laws.
 7. The Board shall elect the President and Vice-President in accordance with the Bye-Laws. Their term of office will be for three years and may be renewed for one further three-year term.
 8. The Board may set up such consultative Action Groups as it deems necessary, in accordance with the Bye-Laws.
 9. Decisions of the Board on important questions shall be made on the basis of a qualified two-thirds majority of the Trustees. These questions shall include:
 - a. election and expulsion of the President/Vice-President;
 - b. entry of ILEP into official relationships with international groups or partnerships;
 - c. nomination and expulsion of Members;
 - d. expulsion of Trustees and members of the Technical Commission;
 - e. approval of national co-ordinations in priority countries as specified in the Bye-Laws;
 - f. approval of alterations to the Constitution and the Bye-Laws;
 - g. dissolution of ILEP; and
 - h. the mechanism for calculating members' contributions.
 10. Decisions on other questions shall be made by a simple majority of Trustees present. These shall include:
 - a. location of the ILEP Head Office in England and Wales;
 - b. approval of the reports of ILEP and its bodies;
 - c. approval of the audited accounts of ILEP and its annual budget.

11. A meeting may be held by telephone or by tele-visual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.
12. A resolution in writing signed (including by way of electronic signature) by each person who would have been entitled to vote upon it if it had been proposed at a meeting at which he or she was present shall be as valid and effectual as if it had been passed at a meeting duly convened and held and may consist of several instruments in a like form each signed by or on behalf of one or more of those entitled to vote. The date of a written resolution shall be the date on which the last person signs.

VIII. INDEMNITY

1. The Members hereby agree to indemnify each of the Trustees in respect of all costs, claims, damages and expenses that each of them may properly incur as Trustees of ILEP provided that such indemnity shall not extend to any liability incurred where the Trustee has acted with gross negligence or recklessness or in respect of any criminal act.

IX. ILEP SECRETARIAT

1. The Secretariat, under the authority of the Board, shall carry out the management and administration of ILEP and implement the decisions of the Board and its appointed sub-groups.
2. The Board shall appoint a General Secretary to manage the Secretariat.
3. The General Secretary may be suspended or dismissed by the Board.

X. TECHNICAL COMMISSION

1. The Technical Commission shall act as a consultative body for ILEP and shall provide technical advice to Members through its meetings, publications and recommendations.
2. The Technical Commission shall be composed of members appointed on the basis of their expertise in leprosy-related disciplines and shall meet at least twice a year.
3. Members of the Technical Commission shall be appointed by the ILEP Board for a four- year period. They shall be eligible for re-appointment for a second term and, in exceptional circumstances, at the request of the Board, for a third and final term.

XI. ACTION GROUPS

1. As needs arise the Board may set up Action Groups which are purely consultative bodies.
2. Persons who are not connected with ILEP or with any of its Members may be invited as resource persons to the meetings of Action Groups.

XII. CO-ORDINATION OF ACTIVITIES

1. Co-ordination of activities between Members shall be carried out in accordance with the provisions of the Bye-Laws.

XIII. FINANCES

1. The income of ILEP shall be derived from the contributions of its Members, from investment income and from occasional donations.
2. The fiscal year of ILEP shall be the calendar year.
3. The mechanism for determining the annual contribution of the Members shall be fixed by the Bye-Laws.
4. Within the powers of the Trustees, any investments, securities or property shall be vested in such trustees for ILEP as the Board determines from time to time or in the name of a nominee company acting under the control of the Trustees or of a financial expert acting on their instructions.
5. Documents and physical assets may be deposited with any company registered or having a place of business in England and Wales.
6. Any nominee company acting under this clause may be paid reasonable fees.

XIV. RECORDS AND ACCOUNTS

1. The Board must comply with the requirements of the Charities Act as to the keeping of financial records, the audit or independent examination of accounts and the preparation and transmission to the Charity Commission of:
 - i. Annual Returns;
 - ii. Annual Report; and
 - iii. Annual Statements of Account.
2. The Trustees must keep proper records of:
 - i. All proceedings at meetings of Trustees;
 - ii. All reports of committees; and

- iii. All professional advice obtained.
3. Accounting records relating to ILEP must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members if the Board so decides.
4. A copy of ILEP's latest available Statement of Accounts must be supplied on request to any Trustee or Member. A copy must also be supplied, within two months to any other person who makes a written request and pays ILEP's reasonable costs.

XV. NOTICES

1. Notices under this Constitution may be sent by hand, by post or by suitable electronic means.
2. The address at which a Member is entitled to receive notices is the address noted in the register of Members (or, if none, the last known address).
3. Any notice given in accordance with this Constitution is to be treated for all purposes as having been received:
 - i. 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - ii. two clear days after being sent by first class post to that address;
 - iii. three clear days after being sent by second class post or overseas post to that address;
 - iv. on being handed to the Member or its authorised representative personally or, if earlier,
 - v. as soon as the Member acknowledges actual receipt.
4. A technical defect in the giving of notice of which the Members or the Trustees are unaware at the time does not invalidate decisions taken at a Board Meeting.

XVI. EXTERNAL RELATIONSHIPS

1. The principles governing ILEP's external relations shall be determined by the Board and must not interfere with the external relations of Members.

XVII. ALTERATION TO THE CONSTITUTION AND BYE-LAWS

1. Any proposal concerning alteration of the Constitution must be submitted to the Secretariat at least two months before a Board Meeting and must be circulated to the Board with the agenda of the Board Meeting, as provided for in the Bye-Laws.

2. No alteration of this Constitution shall be valid if its effect is to cause ILEP to cease to be charitable.
3. Changes to the Constitution must be made by an absolute two-thirds majority of Trustees.
4. The Bye-Laws, once approved by the Board, shall form a part of the Constitution and shall have the same force as the Constitution, unless there is a conflict between the two, in which case the Constitution shall prevail.
5. Changes to the Bye-Laws must be made by an absolute two-thirds majority of Trustees.

XVIII. DISSOLUTION OF ILEP

1. The Members, in a General Meeting called by the Board of Trustees, may, by special resolution, determine to wind up or otherwise resolve the affairs of ILEP in such manner as they shall determine, or in default of such determination, as the Board of Trustees may direct, having regard to the liabilities of ILEP at the relevant time.
2. Dissolution shall be decided by an absolute two-thirds majority of the Trustees.
3. If on the winding up or dissolution of ILEP, there remain, after the satisfaction of ILEP's debts and liabilities, (and after the refund of the Member contributions for the unexpired portion of the current financial year), any assets whatsoever outstanding, these shall be distributed proportionately among the Members (who are in Membership of ILEP at the time of such dissolution), according to the mechanism for calculating ILEP contributions in use in the year of dissolution. This shall only be done on the condition that such funds are expressly used to fulfil the Objects of ILEP.

Appendix One

Definitions

In both the ILEP Constitution and the Bye-Laws made under it, the following definitions shall apply:

“Action Group”	means a group established by the Board to accomplish a specific task or act as a resource for ILEP
“Alternate”	means an individual appointed by a Member to deputise for their Trustee but without voting rights
“Annual Report”	means an annual report of the affairs of ILEP prepared by the General Secretary
“Bilateral Discussion”	means a discussion held between two Members
“Board”	means the governing body of ILEP, referred to in the present Constitution and Bye-Laws as the “Board”
“Board Meeting”	means a meeting of the Board
“Bye-Laws”	means the ILEP Bye-Laws describing the procedures and regulations to be observed in achieving the Objects of ILEP
“Combined Programmes”	means leprosy activities carried out in conjunction with another disease control programme (such as tuberculosis)
“Constitution”	means this Constitution of ILEP
“Co-operation Meeting”	means a meeting held, by decision of the Board, to discuss issues of interest to Members
“Co-ordination”	means working together/co-ordinating the work of Members to eliminate duplication of efforts (There can be “National Co-ordination”, “Province Co-ordination”, “State Co-ordination”)
“Co-ordinator”	means the ILEP appointed Member responsible for co-ordinating the work of the various Members; in a country - “National Co-ordinator”; for a project - “Project Co-ordinator”; for a province - “Province Co-ordinator”; for a state - “State Co-ordinator”
“electronic means”	has the meaning ascribed to it in the Electronic Communications Act 2000

“electronic signature”	has the meaning ascribed to it in the Electronic Communications Act 2000
“Extraordinary Board Meeting”	means a Meeting of the Board held at short notice to discuss a particular issue
“Federation” (ILEP)	means the International Federation of Anti-Leprosy Associations, referred to in the present Constitution and Bye-Laws as “ILEP”. This is a federation of non-governmental organisations, which have legal standing in their own countries.
“Financial Statement”	means the mandatory Report and Financial Statements of ILEP which must be submitted annually to the Charity Commissioners for England and Wales
“General Secretary”	means the General Secretary of ILEP, who is the Chief Executive of ILEP and acts in accordance with the Constitution and Bye-Laws
“Member Representative”	means an individual appointed by a Member to look after its anti-leprosy activities in the field
“Integrated Programmes”	means leprosy activities carried out within the context of general health service provisions
“in writing”	means written, printed or transmitted writing including by electronic means
“Interface Meeting”	means a meeting held between the Technical Commission and Members
“Mediator”	means an individual who is appointed by the Board to help resolve a matter Members are unable to resolve among themselves
“Member”	means a non-governmental association which is a Member of ILEP in accordance with the Constitution and Bye-Laws
“Membership”	means membership of ILEP
“Multilateral Discussion”	means a discussion between several or all Members
“Objects”	means the charitable objects of ILEP
“President”	means the President of ILEP, who acts in accordance with the Constitution and Bye-Laws
“Priority Country”	means a country, for which the Board considers reinforced and enhanced co-ordination should be exercised

“Secretariat”	means the head office of ILEP, which co-ordinates the activities of ILEP, in accordance with the Constitution and Bye-Laws
“Technical Commission”	means the authoritative technical advisory body for ILEP
“Temporary Expert Group”	means a group set up by the Technical Commission, with the agreement of the Board, to examine a particular technical issue
“Trustee”	means an individual appointed by a Member to serve on the Board of Trustees
“Vice-President”	means the Vice-President of ILEP