

CONSTITUTION OF THE NIGERIAN UNIVERSITY LIBRARIES CONSORTIUM (NULIB CONSULTS NIG. LTD.)



Preamble:

The Nigerian University Libraries Consortium (**NULIB CONSULTS NIG. LTD**) a non-profit consortium, with the purpose of ensuring continued availability of library and information resources to the university community in particular and the public in Nigeria in general, hereby enact the following constitution.

1 Name

The name of the consortium shall be the **NIGERIAN UNIVERSITY LIBRARIES CONSORTIUM (NULIB CONSULTS NIG. LTD)**

2. Registered office.

The registered office of the consortium shall be situated in Nigeria with a head office in any part as will be decided by the consortium Governing Council from time to time.

3. Aims and Objectives of The Consortium

- (i) To promote information and resource sharing among members.
- (ii) To make the academic resources of each member library available to all the other libraries.
- (iii) To make current and relevant information available to the University community. .
- (iv) To promote the digitization of local resources
- (v) To seek sponsorship for specific projects.
- (vi) To ensure that member libraries contribute meaningfully towards sustaining the consortium.
- (vii) To establish and maintain links with similar organizations and agencies worldwide.
- (viii) To work closely with its strategic partners in pursuit of these goals.

4. The consortium administrative structure shall comprise:

The Consortium Council: This shall comprise:

Representatives from participating institutions from whom the following shall be elected:.

- the Consortium Chairperson
- the Consortium Vice–Chairperson
- the Consortium Treasurer
- The Consortium Secretary

5. Articles of the Constitution

Part 1. MEMBERSHIP

Article 1. Eligibility

All University Libraries in Nigeria of Federal, State and Private ownership.

Article 2: Types of Membership

(i) **Full membership.**

Federal, State and Private University Libraries shall be eligible to full membership of the Consortium. Affiliated Membership

(ii) **Affiliated Membership**

Special, Research, Polytechnic, College of Education libraries in the country shall be affiliated members.

(iii) **Honorary membership**

Honorary membership shall be bestowed upon those partners in development, whether individuals or groups, within and without Nigeria.

Article 3: Termination of Membership

(i) Membership of the consortium shall be terminated under the following circumstances:

(a) Expulsion or resignation of a member subject to the provision made hereunder.

(b) If a member's interest in the consortium declines, he may at the request of the Chairman, be expelled from the Consortium by extraordinary resolution of the Governing Council

(ii) A member of the Consortium shall be expelled on noncompliance with the regulations and rules governing the Consortium.

(iii) Any member institution desirous of withdrawing from membership must communicate its intention to do so in writing to the chairman, giving notice of at least half a year. If the same member wishes to be readmitted, a fresh application will be required.

(iv) Where the member has ceased to be a member of the Consortium for whatever reason, the name shall be struck off the register of members and any subscription fees that may have been paid by the member shall be forfeited.

6. PART II. ORGANIZATIONAL STRUCTURE

Article 4. Functions of the Governing Council

The Governing Council, consisting of a professional librarian from each member institution, shall:

- (i) Form the supreme body of the Consortium.
- (ii) Make final decisions on any matters pertaining to the Consortium
- (iii) Elect the Consortium Chairman, Deputy Consortium Chairman, Consortium Treasurer and Consortium Secretary
- (iv) Handle any matters that shall be presented to it both by the Governing Council and the Executive Committee.

7. Functions and Powers of the Executive Committee.

- (i) Oversee the Consortium activities
- (ii) Formulate and review policies and regulations of the Consortium.
- (iii) Implement the decisions of the Governing Council.
- (iv) Pursue any other matters related to the Consortium on behalf of the council.
- (v) Sign and certify legal documents of the Consortium on behalf of the Governing Council.
- (vi) Approve work plans, budgets and accounts of the Executive Committee and Standing Committees.

Article 5 Role of the Consortium Chairperson

- (i) Chairs the consortium meetings
- (ii) Supervises the activities of the Consortium as approved by the Consortium Governing Council.
- (iii) Ensures that the Consortium is represented on related forums.

Article 6. Role of the Consortium Vice-Chairperson

- (i) Deputizes for the Chairperson in all aspects.
- (ii) Performs all duties assigned to him/her by the Consortium Governing Council or the Consortium Chairperson.

Article 7. The Role of the Consortium Secretary

- (i) Shall be the custodian of Consortium symbols, logos and records.
- (ii) Handles all Consortium correspondence.
- (iii) In conjunction with the Chairperson, calls and organizes consortium meetings.
- (iv) Shall, together with the Chairperson, sign and certify such instruments of the Consortium that require certification and signature.

- (v) Shall interpret, record and prepare proceedings of the Consortium meetings.
- (vi) Shall monitor implementation and performance of policies and programs of the consortium.
- (vii) Shall be responsible for Consortium properties.
- (viii) Shall be responsible for the management of the Consortium's day-to-day business.

Article 8. *Role of the Consortium Treasurer*

- (i) Prepares the Consortium budget, financial reports, and accounts.
- (ii) Presents proposed budgets and financial reports to the Governing council.
- (iii) Monitors implementation and performance of financial undertakings.
- (iv) Prepares books of accounts of the Consortium for auditing.
- (v) Initiates and lobbies for Consortium funding.

8. Standing Committees and Ad-Hoc Committees

(i) *Composition*

The composition of a Standing Committee of the Consortium shall be determined by the Governing Council. However, each Standing Committee shall be chaired and operated under the guidance of a member of the Executive Committee

(ii) *Terms of Office*

- (a) Members of a Standing Committee of the Consortium shall serve for a two-year term and shall be eligible for a further term
- (b) Members of an adhoc committee will serve for the duration of the specific assignment

9. Part III Procedure for Election to and Removal from Office

Article 9. *Eligibility to elect and be elected.*

- (i) Any Professional librarian from a fully paid up member institution shall be eligible to be elected to any office of the Consortium.
- (ii) All the members representing the full-member institution libraries of the consortium shall be eligible to vote for office bearers of the Consortium.

Article 10 *Election Procedure*

- (i) The Executive Committee shall formulate election procedures, which shall be approved by the Governing Council, as the time and situation demand.
- (ii) All elections shall be carried out in the most democratic way, as stipulated in the by-laws. Each institution will be allowed one vote.

- (iii) The candidate with the highest number of votes shall be declared winner and legal occupant of the contested post of the Consortium.
- (iv) There shall be a returning officer who is presumed to be neutral and shall be appointed according to procedures established and agreed upon by the Sitting Assembly.
- (v) One third of the registered full member university libraries shall constitute a quorum for the Governing Council and conduct elections.
- (vi) A member of any of the member university libraries may be elected to any office in absentia if reasons for absence are known, and provided someone else can express his/her willingness to serve the Consortium.
- (vii) By-election to any office that falls vacant due to death or expulsion of a member shall be conducted in the same manner at a regular meeting.

Article 10 Tenure of office

Terms of service to the Consortium shall be two years and an office bearer can renew his/her candidacy only once.

Article 11 Removal from office

An office bearer may be removed from office for any or several of the following reasons:

- (i) Non-performance
- (ii) Breach of contract
- (iii) Abuse of office
- (iv) Incapacity; mental, physical, or otherwise
- (v) If the member ceases to be an employee of the member institution
- (vi) Scandalous conduct; e.g., conviction for an offence involving moral turpitude.

Part V: MEETINGS

Article 12 Schedule of Meetings

- (i) The Governing Council shall meet twice a year.
- (ii) The Executive committee will also meet twice a year.

Article 13 Procedure for Meetings

- (i) The Executive committee shall formulate election procedures as time and situation demands and certified by the assembly.
- (ii) In the case of any meeting, notice should be in writing.
- (iii) Any member of the Consortium wishing to move a resolution at the general assembly meeting shall be required to give a notice to the Consortium Executive Secretary 30 days before such a meeting is held.

- (iv) The conduct of business at any meetings of the consortium shall follow a laid out agenda, discussed and adopted by the said meeting.
- (v) Meetings shall be conducted and recorded in the English language.
- (vi) Business at the meeting shall be conducted on the basis of motions moved and seconded by at least two persons.
- (vii) Chairperson shall keep the order at the meeting and any speaker has to address the chairperson.
- (viii) The vice chairperson shall preside in absence of Chairperson to chair the meeting.
- (ix) At all the meetings a simple majority shall determine resolutions by voting.

Part VI: FINANCES, ACCOUNTING, AND AUDITING.

Article 14 Finance

- (i) The finances of the Consortium shall be raised in all ways permitted by the laws of Nigeria through subscriptions, donations, fundraising activities, auctions, profits gained from investments of money generating nature and any other means certified by the Consortium.
- (ii) Institutions whose libraries are members shall be obliged to contribute to the Consortium. The amount for contribution shall be approved by the Governing Council.
- (iii) Each member shall contribute to the financial upkeep of the consortium through:
 - a. A non-refundable membership fee, as shall be decided and approved by the Consortium Council from time to time.
 - b. Participation in fundraising activities.
 - c. Any other means devised by the General Assembly.

Article 15 Accounts

Accounts shall be opened for undertaking consortium activities. The signature of the chairperson and **any one** of the following Executive Committee members shall be signatories to the accounts: Vice-Chairperson, Treasurer or Secretary.

Article 16 Audit

- (i) The Consortium Council shall appoint an auditor to audit its accounts.
- (ii) Any auditor so appointed shall have the right to access all records pertaining to the consortium accounts for performance of his/her work.
- (iii) The consortium financial year shall be 1st April to 31st March of each year.

Part VII: THE SEAL

Article 17 The Consortium Seal

- (i) The Consortium shall have a seal known as the Common Seal of the Consortium.
- (ii) The common seal shall be the official signature of the Consortium and shall be affixed on all official contracts entered into on behalf of the Consortium and all official documents.

Part VIII: MISCELLANEOUS

Article 18 Safe Custody of Consortium property

- (i) The seal, policy books, office papers documents and correspondences shall be in direct control and custody of the Consortium secretary.
- (ii) Books of accounts, bank and financial statement shall be in the custody of the Consortium treasurer.

Article 19 Repeal and amendment of the Consortium Constitution

The constitution may be modified, revised or enlarged by a special resolution passed by 2/3 majority vote of the member present in person at the Consortium General Assembly provided a notice of such a meeting shall have been communicated in advance.

Article 20 Dissolution of the Consortium

- (i) The consortium shall only be dissolved by special resolution passed by 2/3 majority vote of the full member institution at a meeting of the consortium General Assembly provided that meeting has been publicized in advance.
- (ii) No dividends, assets and other property of the consortium shall be distributed to members of the consortium upon its dissolution at that material time until settlement is done.

Article 21 Interpretation

Any matters arising from the interpretation of this constitution or other rules, regulations and laws therein shall be referred to as consortium Governing Council whose interpretation by simple majority decision shall be final.

Article 22 Assent of constitution

The Consortium Constitution shall be in force as from when the Consortium General Assembly endorses it on the ____ day of the month of _____ of the year _____.

Signed:

Prof. D. O. Bozimo
*University Librarian,
Ahmadu Bello University*

Chairman

Dr. A. Ochai
*University Librarian,
University of Jos*

Deputy Chairman

Dr. S. Osiobe
*Deputy Director of Libraries,
National Universities Commission. Abuja*

Secretary

Prof. B Womboh
*University Librarian,
Federal University of Technology, Yola*

Treasurer