

## **1. Change in Principal Contact Law Firm Affiliation - Article (3)**

### **Current Provision of Articles of the Alliance**

If an individual who, in the opinion of the Executive Committee, is the principle contact between the Alliance and the law firm with which such individual is affiliated should leave his or her law firm, the Alliance reserves the right to decide whether membership shall follow such person or remain with the incumbent law firm. During its deliberations regarding such membership status, the Executive Committee may appoint either the law firm or the individual on a temporary basis until such time as the Alliance makes a final determination of permanent membership.

### **Proposed Amendment to Articles of the Alliance**

If an individual who, in the opinion of the Executive Committee, is the principle contact between the Alliance and the law firm with which such individual is affiliated should leave his or her law firm, the Executive Committee reserves the right to decide whether membership shall (a) follow such person, (b) remain with the incumbent law firm, or (c) lapse. If the Executive Committee decides that the membership shall lapse, it shall be entitled but not obliged to consider fresh applications from the previous individual member, from that person's new law firm, from the previous incumbent law firm, or from a third party. Alternatively, the Executive Committee shall be entitled not to replace the previous member at all. During its deliberations regarding such membership status, the Executive Committee shall be entitled but not obliged to appoint either the previous incumbent law firm or the individual on a temporary basis until such time as the Executive Committee makes a final determination of permanent membership. If a member of the Executive Committee is the member of the Alliance subject to this provision, he or she shall be recused from the deliberations on such membership status.

**REASONING:** The Executive Committee believes this provision is necessary in light of the recent example of Hall Dicker's demise and Doug Wood's move to Reed Smith. Under the current Articles, since the "incumbant firm" no longer exists, there was no discretion permitted with respect to membership following Doug to Reed Smith. While no one posed any objections to the move, Doug pointed out that had he joined a firm with advertising law expertise in a country in which a current member exists, a serious conflict may arise. It was his belief, with which the Executive Committee agreed, that the Executive Committee should have more discretion in such situations. Hence the proposed amendment.

## **2. Meeting Attendance - Article 10(2)**

### **Current Provision of Articles of the Alliance**

- (2) A Member's membership may be terminated at the Global level if:
- (a) a member fails to attend at least one regional meeting or at least one Global meeting every two years;

### **Proposed Amendment to Articles of the Alliance**

- (2) A Member's membership may be terminated at the Global level if:
- (a) a member fails to attend at least one Global meeting and at least one regional meeting (apart from the regional meeting held at the Global meeting) every two years;

REASONING: The Committee felt that attendance at Global meetings was critical to fully developing the Alliance and that while regional meetings were also important, GALA should stress the need to attend at least one Global meeting every two years where everyone in the Alliance has the opportunity to network and discuss issues. Allowing the attendance requirement to be satisfied by attending either a regional meeting or a Global meeting once every two years could mean that a member need never attend a Global meeting. In addition, attracting and keeping Associate Members requires consistent attendance at the Global meetings. The Committee also felt that members should also attend at least one regional meeting every two years in addition to the one held in conjunction with the Global meeting. Hence the change suggested above.