

<p style="text-align: center;">CONSTITUTION OF THE SCREENWRITERS ASSOCIATION MUMBAI As revised and amended by the General Body on July 17, 2016.</p>	<p style="text-align: center;">PROPOSED AMENDMENTS TO THE CONSTITUTION OF SCREENWRITERS ASSOCIATION IN THE SPECIAL GENERAL BODY MEETING TO BE HELD ON 4TH AUGUST 2019</p>
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<p>1. NAME:</p> <p>The Screenwriters Association (hereinafter referred to as "The Association") is a Trade Union of screenwriters of the film and television industry registered under Trade Unions Act, 1926.</p>	<p>(REPLACE)</p> <p>The Screenwriters Association (hereinafter referred to as "The Association") is the Trade Union of screenwriters & lyricists of the Indian film, television, and digital media, registered under Trade Unions Act, 1926.</p>
<p>2.OFFICE:</p> <p>The registered office of the Association shall be within the limits of greater Mumbai. Currently: 201/204, Richa, Plot no B - 29, Off New Link Road, Opp. City Mall, Andheri (West) Mumbai - 400 053.</p>	Same as existing
<p>3.AIMS& OBJECTS:</p> <p>The Screenwriters' Association (SWA) shall be an autonomous organisation having the following aims and objectives:</p>	<p>(REPLACE)</p> <p>The Screenwriters Association (SWA) shall be an autonomous organisation having the following aims and objectives:</p>
3.a) To foster a feeling of fraternity, sorority and unity amongst its members.	Same as existing
3.b) To regulate the relationship of its members with producers, directors, studios, networks, channels and other assignees through collective bargaining, via Minimum Basic Contracts for film and TV writers and for lyricists, as well as for those working in the new media, which ensure minimum fees and the protection of all the legitimate rights of the writers and lyricists, including those covered under the existing copyright laws of India.	(REPLACE) To regulate the relationship of its members with producers, directors, studios, networks, channels, digital platforms and other assignees through collective bargaining, via Minimum Basic Contracts for film and television writers, for writers of Web Series, lyricists, as well as for those working in the digital media, to ensure minimum fees and the protection of all the legitimate rights of the writers and lyricists, including those covered under the existing copyright laws of India.
3.c) To secure and safeguard the interests, rights and privileges of its members in all matters relating to their professional engagement and working conditions.	Same as existing
3.c.i) However, the Association is not responsible for securing employment or contracts/assignments for its members.	Same as existing
3.d) To promote and encourage high standards of professional conduct and integrity amongst its members. To also provide appropriate learning opportunities to members to upgrade their scriptwriting and lyric-writing skills.	Same as existing
3.e) To mediate in disputes between members and producers, directors, studios, TV networks, web networks, employers, etc. arising out of any breach of the terms of their contracts or agreements, with a view to settle them. To also address and mediate in disputes between members, which may arise out of any breach of contractual obligations, including that of copyright infringement.	Same as existing
3.f) To secure compensation for its members in cases of accidents under the Workmen's Compensation Act, and other related laws through all remedies available that are legal and equitable.	Same as existing
3.g) To provide legal assistance to its members in respect of matters arising out of or incidental to their profession, including legal consultancy and other such support services.	Same as existing
3.h) Cases to be taken up with the criterion that they pose a threat to screenwriters' rights, in general.	Same as existing
3.i) All such matters described in Clause 3.g)&3.h) will be scrutinised and decided by the Executive Committee.	Same as existing
3. j) To try and secure representation of its members on delegations, commissions, committees, etc., set-up by the Central or State Governments or the film industry or other bodies where issues concerning screenwriters or screenwriting are to be discussed.	Same as existing
3. k) To collaborate with any individual or organisation, whether private or governmental, within India or internationally, to promote the aims and objects of the Screenwriters Association including securing and protecting the rights of its members, as well as initiatives which will help SWA members as well as other screenwriters to further their craft and help them build their writing careers.	Same as existing
3. k) To collaborate with any individual or organisation, whether private or governmental, within India or internationally, to promote the aims and objects of the Screenwriters Association including securing and protecting the rights of its members, as well as initiatives which will help SWA members as well as other screenwriters to further their craft and help them build their writing careers.	Same as existing
4.DEFINITION OF MEMBERSHIP:	Same as existing
4.a) Membership of SWA is meant for screenwriters, which term includes film writers, TV writers, lyric writers for films, TV or audio formats, and screenwriters writing for digital or other platforms or any new media, who reside within the boundary of the Union of India.	<p>(REPLACE)</p> <p>4a) Membership of SWA is meant for screenwriters, above the age of 18, who are either working in or desirous of working in the Indian film, television, and digital media, irrespective of caste, class, gender, colour, creed, race, nationality, citizenship, religion, language, sexual orientation, or beliefs of any kind.</p> <p>(Notwithstanding the above, in exceptional cases, the Executive Committee may permit a person below the age of 18 years, but above the age of 15 years, as a member, to the extent permissible by law.)</p> <p>All applications for admission will be subject to verification by the Membership Verification Sub-Committee appointed by the Executive Committee.</p>
4.b) "Fellow membership" can be offered to Non-Resident Indians as well as foreign nationals who reside outside India, as per the terms and conditions fixed by the Executive Committee, from time to time.	(DELETE)
5. MEMBERSHIP:	DELETE
5.a.i) Any person who has attained the age of 18 years, and is engaged in the work of writing as per Clause 4 above can become a member of the Association irrespective of caste, gender, colour, creed, race, religion, and language. Such a person shall be proposed by one Life or Regular member and seconded by another Life or Regular member. The application for membership must be made on the prescribed form of the Association.	(DELETE)
5.a.ii) In exceptional cases, subject to the approval of the Executive Committee, membership of the Association may also be given to a person who has not attained the age of 18 years.	(REPLACE)
5.b) There are FOUR Classes of Membership:	5. CATEGORIES OF MEMBERSHIP
5.b.iii) <u>Fellow Member</u> : Any person who has a passion for screenwriting is eligible for Fellow membership. A Fellow member will be allowed to register his/her work at SWA. However, s/he will not be able to attend SWA AGMs or vote or stand for SWA elections. S/he can attend SWA events like seminars, conferences, workshops, etc., that are open to other members. The duration of Fellow membership will be three years, within which period s/he will either get himself/herself upgraded to Associate or Regular category, or else the Fellow membership will expire after three years. If s/he wishes to become a Fellow member again, s/he will have to reapply afresh for it by fulfilling all the application protocols.	<p>(REPLACE)</p> <p>5.a.) <u>Fellow Member</u>: Fellow membership is for people who are desirous of becoming professional screenwriters or lyricists, but who may not have had any paid professional experience in the field.</p> <p>The duration of Fellow membership shall be three years, by the end of which period their membership will expire, unless they make themselves eligible for either Associate or Regular membership, and upgrade themselves to that category. If they fail to do so, despite receiving a notice from SWA, then their Fellow membership will be cancelled. If they wish to seek membership of SWA again, they can do so in the appropriate category by following the prevalent rules at that time.</p>

<p>5.b.ii) Associate Member: Any writer who has been professionally and legally contracted by a producer to write Story, Screenplay or Dialogue or Lyrics for a feature film or TV or on the Internet, with the first cheque having been paid to him/her and deposited, or diploma or certificate holders from any recognised institute having studied a screenwriting course with the duration of a minimum of one year will be admitted as Associate members. The duration of this membership is three years. If in those three years, the said member doesn't upgrade to Regular category, his/her Associate membership will lapse. In which case, s/he will have to apply again afresh for membership.</p>	<p>(REPLACE) 5. b.) Associate Member: Associate membership is for writers who have been professionally engaged, via a written legal contract, by a Producer#/Director^/Writer^ to write/co-write the Story, Screenplay or Dialogue or have been contracted to write the Lyrics for two songs of a feature film/s (of a minimum of 70 minutes) or a TV show (cumulatively a minimum of 70 minutes) or film (of at least 70 minutes) in the digital media, or lyrics for two songs in music videos, with the first fee instalment, as per the contract, having been credited to the writer's bank account. Those writers who have received the credit of 'Additional Writer' or 'Associate Writer' in a released work in any of these formats are also eligible for membership in this category.</p> <p>#Producer - Indian Production House/Record Label/Independent Producer registered with a recognized Producers Association or with the Copyright Society for screenwriters or lyricists in India. ^Director – Members of IFTDA or any recognized Directors' Association. ^Writer – Regular/Life Members of SWA or of any of the other four screenwriters associations in India, viz. The Telugu Cine Writers Association (Hyderabad), The South Indian Writers Association (Chennai), The FEFKA Writers Union (Ernakulam) and The Cine Writers Association of West Bengal (Kolkata).'</p> <p>Associate Membership will also be available to applicants who have completed a Degree, Diploma or Certificate course, of a minimum of one year, in screenwriting or with screenwriting as the major subject from any university, or institute affiliated to a university, or any government recognised institute.</p> <p>The duration of Associate membership shall be three years, by the end of which period their membership will expire, unless they make themselves eligible for Regular membership, and upgrade themselves to that category. If they fail to do so, despite receiving a notice from SWA, then their Associate membership will be cancelled. If they wish to seek membership of SWA again, they can do so in the appropriate category by following the prevalent rules at that time.</p>
<p>5.b.i) Regular Member: The following people are eligible to become Regular members: Any person who has had his/her work certified by CBFC as a feature film (or on the Internet), with the credit of either Story, Screenplay, or Dialogue. For TV writers, either a TV serial or a programme on TV with credit of either Created, Story, Screenplay, or Dialogue by. Lyric writers whose song has appeared in a film or a TV serial, or has been published in an album.</p>	<p>(REPLACE) 5. c.) Regular Member: Regular membership is for writers who have had their work released as a Feature Film (minimum of 70 minutes) in a cinema hall for ticketed viewing, with the credit of either Story, Screenplay, Dialogue, Lyrics or Written by.</p> <p>For writers whose work as a Feature Film (minimum 70 minutes) was screened at any film festival, in India or abroad, with a FIAPF accreditation.</p> <p>For writers who have had their work released as a Feature Film (minimum 70 minutes) or as a Web-Series on a Digital Platform with the credit of either Created by, Story, Screenplay, Dialogue, or Written by (with a minimum of 70 cumulative minutes being credited to them).</p> <p>For writers who have written either a serial, show, or programme released on satellite TV (with a minimum of 70 cumulative minutes being credited to them) with the credit of either Created, Story, Screenplay, Dialogue, Written by.</p> <p>For writers who have written the lyrics of at least three songs which have appeared in a released Feature Film, or in a TV serial, or in a web-series with the credit of lyricist or song-writer.</p> <p>Note: Lyricists whose work has only been published on the internet or on any other digital media (but not in a series or a film) will not be eligible for Regular Membership, but will remain as Associate Members. Once they receive a credit for at least three songs in either a Feature Film, or a TV show or a Web-Series on a recognized OTT Platform, they may apply for Regular Membership.</p>
<p>5.b.iv) Life Member: Any Regular member or any other person eligible to become a Regular member can enrol himself/herself as Life member after paying an amount fixed by the Association from time to time and shall not be required to pay the monthly subscription thereafter.</p>	<p>Same as existing (Only clause number changes to 5d)</p>
<p>5.c) If a Fellow member becomes eligible for Associate Membership, or if an Associate Member becomes eligible for Regular membership, then it is mandatory for him/her to upgrade to that category. If, even after receiving a notice from SWA to do so, the person does not apply for that appropriate category, her/his membership is liable to be cancelled.</p>	<p>(DELETE)</p>
<p>6. ADMISSION FEE & MONTHLY SUBSCRIPTION:</p>	<p>Same as existing</p>
<p>The admission and the annual renewal (subscription) fees will be revised from time to time by the Executive Committee to rates considered reasonable and appropriate by it.</p>	<p>Same as existing</p>
<p>The current monthly subscription payable by members shall be as below: LIFE MEMBER: RS. 21,000/- (TOTAL FEE, FOR LIFE) REGULAR MEMBER: RS.10/- (MONTHLY) ASSOCIATE MEMBER: RS. 6/- (MONTHLY) FELLOW MEMBER: RS.6/- (MONTHLY)</p>	<p>Same as existing</p>
<p>7. THE RIGHTS & RESPONSIBILITIES OF MEMBERS:</p>	<p>Same as existing</p>
<p>7.a) The Rights of Regular, Life and Associate members:</p>	<p>Same as existing</p>
<p>7.a.i) Right to attend Annual General Meetings, participate in the discussions therein, and to vote on its resolutions.</p>	<p>Same as existing</p>
<p>7.a.ii) Right to apply for pension, medical aid, educational support and legal aid.</p>	<p>(ADD) (Only for Life and Regular Members, after completion of one year of membership.)</p>
<p>7.a.iii) Right to have their work registered at the Association.</p>	<p>Same as existing</p>
<p>7.a.iv) Right to apply for mediation from the Disputes Settlement Committee via the DSC Advisory Cell.</p>	<p>Same as existing</p>
<p>7.a.v) Right to use the Association library, and the right to use the facilities that the Association offers its members, from time to time.</p>	<p>Same as existing</p>
<p>7.a.vi) Right to attend SWA events which are open to all members of the Association, as per the terms and conditions declared for each event.</p>	<p>Same as existing</p>
<p>7.a.vii) Right to vote at SWA elections, and the right to stand for elections to the Executive Committee, contingent on the eligibility mentioned in the relevant section below.</p>	<p>Same as existing</p>
<p>7.b. The Rights of Fellow Members:</p>	<p>Same as existing</p>
<p>7.b.i) Right to have their work registered at the Association.</p>	<p>Same as existing</p>
<p>7.b.ii) Right to apply for mediation from the Disputes Settlement Committee via the DSC Advisory Cell.</p>	<p>Same as existing</p>
<p>7.b.iii) Right to use the Association library, and the right to use the facilities that the Association offers its members, from time to time.</p>	<p>Same as existing</p>
<p>7.b.iv) Right to attend SWA events which are open to all members of the Association, as per the terms and conditions declared for each event.</p>	<p>Same as existing</p>
<p>7.c) Responsibilities and Duties Of Members:</p>	<p>Same as existing</p>
<p>7.c.i) To not indulge in any action or behaviour which would compromise the integrity, dignity or reputation of the Association.</p>	<p>Same as existing</p>
<p>7.c.ii) To ensure that their personal information in the Association records is updated from time to time.</p>	<p>Same as existing</p>
<p>7.c.iii) To pay their renewal fees regularly.</p>	<p>Same as existing</p>
<p>7.c.iv) To behave in a dignified, calm and civilised manner at Association events, AGMs, meetings, and in the Association office.</p>	<p>Same as existing</p>
<p>7.c.v) To not knowingly infringe upon the copyright or other rights of Association members, other writers, or of anyone else.</p>	<p>Same as existing</p>
<p>7.c.vi) To upgrade their membership to the appropriate category as soon as they become eligible for the same.</p>	<p>Same as existing</p>

	(ADD) 7.c.vii) To treat everyone with respect and not violate their dignity by engaging in any unwanted/ unwelcome/ unmasked-for behaviour of a sexual nature; by suggestion/ coercion/ intimidation/ degradation or any other means and to abide by SWA's Policy on Sexual Harassment.
Any violation of these responsibilities is liable to lead to a cancellation of membership after following the disciplinary action protocols listed in the relevant section below.	Same as existing
8. ADDITIONAL RULES ABOUT MEMBERSHIP	Same as existing
8.a.Termination/ Suspension of Membership: If a member fails to renew his/her membership for six months after it is due, then a penalty of Rs. 500/- will be levied if the membership is renewed between six and 18 months. On failure to renew after that, a penalty of Rs. 1000/- will be levied for renewals between 18 and 24 months after the renewal date. However, if for 24 months after the renewal date, the pending fees and the penalty are not paid, his/her membership will be terminated. After that, if the person chooses to seek membership again, s/he will have to re-apply by fulfilling all the requirements for new members all over again.	Same as existing
8.b) Renewal fees will be paid in the month of January every year.	Same as existing
8.c) The Association shall maintain a membership register with relevant details of all members. However, personal details of members, including phone numbers, e-mail ids and addresses will not be shown or shared with other members or with any other persons or agencies, without the strict written permission of the member whose details have been requested. (However, in matters of dispute, with the express permission of the General Secretary, a member's details can be shared with a legitimate agency.)	Same as existing
	(ADD) 8.d) For Surrendering Membership: Members may voluntarily surrender their membership by sending an email request from their registered email ID. SWA will appreciate knowing the reason for the decision. After a telephonic confirmation within the next two working days, the membership will be cancelled with immediate effect. Such members will not be able to re-apply for membership for the next one year.
	(ADD) 8.e) Any member whose membership has either lapsed or cancelled for any reason, on being granted membership again, may receive the same membership number.
9. ADMINISTRATION:	Same as existing
The affairs of the association shall be administered by:	Same as existing
9.a) GENERAL BODY: The General Body, comprising of Regular, Life and Associate members of the Association shall be the overseeing body which issues guidelines to the Executive Committee from time to time. The General Body will have the right to examine, debate and even overturn decisions of the Executive Committee, where it believes that the interests of the Association are being compromised.	Same as existing
The General Body will function in accordance with the Constitution of SWA.	Same as existing
9.b) EXECUTIVE COMMITTEE: The Executive Committee will have 31 members of which three will be Associate members, and seven will be Office Bearers. Elections to the Executive Committee will be held every two years. The Executive Committee will function as per the guidelines and authority accorded to it in the Constitution of SWA, and will be responsible for implementing the objectives of SWA and for its day-to-day functioning.	Same as existing
10. OFFICE BEARERS	Same as existing
The Officer Bearers of the Association shall be as under: President Vice Presidents (Two) General Secretary Joint Secretaries (Two) Treasurer	Same as existing
All the aforesaid office bearers shall be elected for 2 years by secret ballot at the General Body election meeting of the Association. On the expiry of their term, they shall be eligible for re-election for another term. However, after holding the post of Office Bearer for two consecutive terms, a member cannot contest for the post of Office Bearer. However, he/she can stand for election for membership to the Executive Committee. And, s/he will be eligible to contest for the post of Office Bearer after a gap of one term.	Same as existing
11. EXECUTIVE COMMITTEE:	Same as existing
11.a) The Executive Committee will have the absolute power to remove any erring Office Bearer from his/her post, after following the disciplinary action protocols listed in the relevant section below.	Same as existing
11.b) The Executive Committee shall continue functioning till the new Executive Committee is duly elected in the General Body Election Meeting and announced by the Election Officer.	Same as existing
11.c) If an EC member is unable to attend an EC meeting, s/he will inform the General Secretary beforehand and request leave of absence. In the event of any EC member remaining absent for three consecutive meetings (or a total of six meetings in the year), and if the Executive Committee is not convinced by the reasons for his/her absence, the EC will have the authority, in its discretion, to terminate the said member's membership from the Executive Committee. However, such a member can contest the next election, if s/he so wishes.	Same as existing
11.d) In the unexpected event of an Office Bearer's position falling vacant, the Executive Committee shall fill up the same by co-opting a member of the Executive Committee to the said post. In case there is a vacancy created in the Executive Committee, for any reason whatsoever, then the same shall be filled by the Executive Committee by means of co-optation from among the Regular, Life or Associate members of the Association, as may be the case. Also, the Executive Committee shall have the discretion and authority to co-opt members if their services are considered essential or desirable for the functioning of the Association. The Executive Committee will ensure that its strength never falls below 31 for more than a month. However, the total number of members in the Executive Committee, including the co-opted ones, will never exceed 35.	Same as existing
11.e) The Executive Committee shall meet once a month on a day, place and time fixed by the General Secretary, in consultation with the President. However, emergency meetings can be held whenever necessary.	Same as existing
11.f.i) Any Executive Committee member (including an Office Bearer) found guilty of any act of misconduct, misdemeanour or any action against the interest of the Association shall be issued a show-cause notice, whereupon his/her explanation or defence will be heard by the Executive Committee or a sub-committee appointed by it. If the said member's testimony is found unsatisfactory, then the member may be fined or suspended from EC membership by the Executive Committee.	Same as existing
11.f.ii) Any member of the Association found guilty of working in any manner through word or action against the interest of the Association, or found guilty of a crime confirmed by a court of law, or found guilty of infringement of the rights of other members, will be liable for suspension of membership of the Association. The Executive Committee, or a sub-committee appointed by it, will give the said member due opportunity to explain and defend his/her actions. If the same is found unsatisfactory, depending on the nature and gravity of the offense, the member's membership will be suspended by the Executive Committee for either a period of two years or for life. If the former, then the case shall be reviewed after the period of two years by the Executive Committee in office at that time which will then either revoke the suspension or declare a further term for which the suspension will continue, as considered appropriate. Members whose membership is under suspension will not be able to avail of any benefits whatsoever that are otherwise available to members (including registration, medical support, mediation facility from the Dispute Settlement Committee) and shall not be eligible to stand for election or participate in any activity of the Association available only to members. The suspended member will not have to pay annual renewal fees for the period of suspension.	Same as existing
11.g) At least three days' notice shall be given for Executive Committee Meetings.	Same as existing
11.h) PRESIDENT: The President shall preside over the meetings of the Executive Committee.	Same as existing
11.i) The President shall be responsible for preserving order in the Executive Committee meetings as well as in the General Body meetings. Ergo, if any member, in any of these meetings, behaves in an unruly or disruptive manner, the President will have the authority to have the person evicted from the meeting, with the help of security officers, if needed. The President will sign all the minutes of the meeting and shall be eligible to vote on EC and General Body resolutions. However, in case of a tie in voting, in any of these meetings, the President will have the authority of an additional vote (casting vote) to break the tie.	Same as existing

11.j) The President or the General Secretary may call a special meeting any time, if s/he thinks it's necessary. If a third of the members of the Executive Committee submit a requisition for a special meeting, specifying the purpose, the President or the General Secretary must call a special meeting immediately.	Same as existing
11.k) VICE PRESIDENT: In the absence of the President, the senior-most Vice President shall fulfil the duties of the President.	Same as existing
11.l) GENERAL SECRETARY: The General Secretary shall be the Chief Executive Officer of the Association and will be responsible for the day-to-day functioning of the Association and its office.	Same as existing
11.m) The General Secretary shall be responsible for recording the minutes of the meetings of the Executive Committee.	Same as existing
11.n) The General Secretary shall convene all the Executive Committee Meetings in consultation with the President.	Same as existing
11.o) The General Secretary along with the Treasurer will keep all accounts and prepare a Balance Sheet annually showing clearly every item of Receipt and Expenditure.	Same as existing
11.p) The General Secretary shall have the authority to appoint office staff, including senior administrators or executives or managers or specialists or consultants as considered necessary for the Association, in consultation with the President and subject to the approval of the Executive Committee.	Same as existing
11.q) The General Secretary shall submit all the returns and notices to the Registrar of Trade Unions, which are required to be submitted.	Same as existing
	(ADD) 11.r) The General Secretary shall be responsible for re-constituting the Internal Committee for Prevention of Sexual Harassment by no later than a month after the first meeting of newly elected Executive Committee as per SWA's Sexual Harassment Policy.
11.r) JOINT SECRETARIES: The Joint Secretaries will assist the General Secretary in the performance of his/her tasks and duties.	Same as existing but the numbering will change from this clause. This clause will be now 11.s and below mentioned clauses numbering will change accordingly.
11.s) In the absence of the General Secretary, one of the Joint Secretaries nominated by the General Secretary shall perform all the duties of the General Secretary.	Same as existing (Clause no. 11.t)
11.t) TREASURER: The Treasurer shall be responsible for maintaining due accounts of the finances of the Association, and present monthly financial reports to the Executive Committee, and annually to the General Body.	Same as existing (Clause no. 11.u)
11.u) The Treasurer shall make payment towards all expenditure sanctioned by the Executive Committee.	Same as existing (Clause no. 11.v)
11.v) The Treasurer shall not have the power to draw any amount from the bank without first having the cheque signed by the President or the General Secretary.	Same as existing (Clause no. 11.w)
12.FUNDS:	Same as existing
12.a) Income	Same as existing
12.a.i) The General Funds of the Association shall consist of the Admission Fee, Life membership Fee, Subscription from the Members, Registration of writing work, Donations, Service charges for the settlement of disputes and income arising from recognised source. The amount of the General fund shall be kept in the Bank/Banks approved by the Executive Committee.	(ADD) The Executive Committee shall have the authority to levy additional charges on SWA members to create any temporary or permanent fund for any initiative considered essential by the Executive Committee, to help SWA members (e.g. legal aid, welfare, or to help members affected by a calamity or disaster, or any extenuating circumstance, etc)
12.a.ii) The Bank Account shall be operated by the President or the General Secretary and the Treasurer.	Same as existing
12.a.iii) The General Secretary or The Treasurer shall not keep more than Rs. 10,000/- (Ten Thousand Rupees) with her/him for current expenses.	Same as existing
12.a.iv) The General funds of the Association (subject to the provisions of the Trade Union Act, 1926) shall not be spent on any object other than the following, namely:	Same as existing
12.b) Expenditure:	Same as existing
12.b.i) Salaries, allowances and other benefits to employees, consultants, retainers and other service-providers to the Association. Expenses and allowances to EC members and others contributing voluntary effort to the Association.	Same as existing
12.b.ii) The Payments of expenses for the administration of the Association, including the audit of the accounts of the general funds of the Association.	Same as existing
12.b.iii) All legal and related expenses in cases in which the Association is a party or has sought to intervene. The EC may use its discretion to offer legal and financial support to members who may be fighting cases that have a relevance to SWA's struggle to secure and protect its members' rights.	Same as existing
12.b.iv) Expenses arising out of any activity or initiative undertaken by the Association to further its objectives.	Same as existing
12.b.v) Medical, Educational or other Welfare allowances to members as decided by the Welfare or Educational or other relevant sub-committees responsible for such recommendations, and as approved by the EC.	Same as existing
12.b.vi) Expenses related to the website, or any other publishing or communication activity of the Association.	Same as existing
12.b.vii) In furtherance of the objects above, the General Funds of the association may also be spent on contributions to any cause intended to benefit Association members in general, directly or indirectly, subject to the condition that these expenses shall not at any time (in any financial year) be in excess of the net income, which has up to that time accrued to the General Funds of the Association during that year and of the balance to the credit of those funds at the commencement of the year.	Same as existing
13. AUDIT:	Same as existing
13.a) The Association shall make due provision for the Annual Audit of the accounts by a competent Auditor appointed by the Executive Committee (in accordance with the rule 18 of the Bombay Trade Union Regulations, 1927).	Same as existing
13.b) The books of accounts of the Association shall be open to inspection by a member, with prior permission from the General Secretary for a specific purpose, during working hours. However, all EC members of the Association will be at liberty to inspect the books of accounts during office hours.	Same as existing
14. GENERAL BODY MEETING	Same as existing
14.a) The Annual General Body Meeting of the Association shall be held every year, latest in the month of August, for the following business:	(REPLACE) 14. a) The Annual General Body Meeting of the Association shall be held every year, no later than September 30, for the following business.
14.a.i) to confirm the minutes of the last AGM.	Same as existing
14.a.ii) to adopt the report of the work done by the Association during the year.	Same as existing
14.a.iii) to adopt the Audited statement of Accounts.	Same as existing
14.a.iv) to appoint the Auditor and fix her/his remuneration.	Same as existing
14.a.v) any other point which has been placed on the agenda by the General Secretary.	Same as existing
14.a.vi) to transact such other business as may be brought forward with the permission of the chair.	Same as existing
15. SPECIAL GENERAL BODY MEETING	Same as existing
15.a) The President or the General Secretary or the Executive Committee (by a majority vote) can call for a special general body meeting for the express purpose of discussing or deciding or resolving any matter.	Same as existing
15.b) A Special General Body Meeting can also be called if more than 500 Regular or Life members jointly ask the Executive Committee for a Special General Body Meeting via a signed requisition. Note: If the General Secretary or the President fails to convene a meeting within 20 days after this, then the requisitionists themselves are entitled to call for one after giving due notice and the proceedings of such a meeting shall be binding on the Association.	Same as existing
16. NOTICE OF THE MEETING:	Same as existing
A minimum of 15 days' notice is necessary to be given to the members for the General Body Meeting or for the Special General Body Meeting.	(REPLACE) A minimum of 15 days' notice shall be given to the members for the General Body Meeting or for the Special General Body Meeting via email.
17. QUORUM:	Same as existing
Two hundred and fifty members will be the quorum required to begin the meeting, failing which the meeting shall be adjourned. No quorum will be required once the meeting resumes after the adjournment.	Same as existing
18. ELECTIONS:	Same as existing

18.a) Elections shall be held in the General Body election meeting after the expiry of one term, i.e., two years.	Same as existing
18.b) Any Regular Member whose subscription is not in arrears for more than six months and any Regular or Life member whose membership is not under suspension is eligible to nominate himself/herself to contest the election to the Executive Committee or for the post of any of the Office Bearers, provided s/he fulfills the eligibility criteria as listed in the relevant section below.	Same as existing
18.c) Associate members can contest for the membership of the Executive Committee for the seats reserved for Associate members, provided their subscription is not in arrears for more than six months. Associate members will be elected only by Associate members.	Same as existing
18.d) Eligibility	Same as existing
18.d.i) To contest for membership of the Executive Committee, a Regular/ Life member should have to her/ his credit at least three released feature films, with at least one in the last five years for Office Bearers (eight years for Executive Committee members) or 100 half-hour episodes or 25 one-hour episodes or their equivalent in terms of time, with at least 10 hours of programming in the last five years for Office Bearers (eight years for Executive Committee members) on TV or any new media, or 25 songs, with at least 10 in the last five years for Office Bearers (eight years for Executive Committee members).	(REPLACE) 18.d.i) To contest for membership of the Executive Committee, a Regular/ Life member should have to her/his credit at least three released feature films, with at least one in the last five years for Office Bearers (eight years for Executive Committee members) or 100 half-hour episodes or 25 one-hour episodes or their equivalent in terms of time, with at least 10 hours of programming in the last five years for Office Bearers (eight years for Executive Committee members) on TV or in a Web Series on an established OTT platform, or 25 songs, with at least 10 in the last five years for Office Bearers (eight years for Executive Committee members).
18.d.ii) To stand for election for an Office Bearer's post, a member will have to have served at least one full term as an ordinary member of the Executive Committee.	Same as existing
18.d.iii) To contest for the seat of Associate Membership on the Executive Committee, a person should have been an Associate Member for at least one year, and her/ his subscription should not be in arrears for more than six months.	Same as existing
18.d.iv) An SWA member who is already a member of the Executive Committee (or equivalent body) of any producers' association or guild will not be eligible to contest for the post of Executive Committee member of SWA. (If, during his/her term as Executive Committee member or as Office Bearer, s/he were to become a member of the Executive Committee (or equivalent body) of any producers' association or guild, then s/he will have to resign from her/ his position in the Executive Committee of SWA.	Same as existing
18.e) On receipt of the nomination papers, the same shall be scrutinized by a Scrutiny Committee appointed by the Executive Committee, to determine their validity. The scrutiny committee will consist of not less than five members of the Association who are not contesting the election or those appointed in consultation with the Federation of Western India Cine Employees. Ineligible nominations will be disqualified by the scrutiny committee.	(REPLACE) For the purpose of conducting the election, the Executive Committee will request any trade union/s of the film industry to nominate a total of five of their members to form a Scrutiny Committee. Such Scrutiny Committee, upon receipt of the nomination papers, shall review and examine the same for any ineligible nominations which shall then be disqualified by them.
18.f) Personal presence of the contestants in the General Body Election Meeting will be essential, unless the absentee has intimated in writing the reason for his/her absence earlier and the scrutiny committee has permitted the absence.	Same as existing
18.g) Voting will be by secret ballot, either via paper or via electronic voting machines and/or via an online process (e-voting), after due testing and after due safeguards are confirmed by the Executive Committee with the help of experts consulted by them.	Same as existing
18.h) The Office Bearers, along with other members of Executive Committee shall retire after transacting the normal business, before the commencement of the election.	Same as existing
18.i) Prior to the election, the Scrutiny Committee shall appoint an Election Officer from among its own members or from among the non-contestants present. This Election Officer will conduct the election proceedings and declare the results. However, the Election Officer shall not be appointed from the retiring Office Bearers or members of the outgoing Executive Committee.	Same as existing
18.j) The Election Officer so appointed shall conduct the elections, assisted by the Scrutiny Committee members present and by non-contesting members from the AGM and by the staff of the SWA.	Same as existing
18.k) The Election officer will declare the results. The number of votes polled by each and every contestant will be announced. As soon as the new Executive Committee is declared by the Election Officer, it will hold an immediate meeting, the minutes of which will be recorded. The next meeting will be held within three working days, the time and place for which will be fixed at this meeting itself. Therefore, it is compulsory that all the contestants be present in the Election AGM until the declaration of the election result, except in extraordinary circumstances or an emergency with prior permission of the Election Officer. Also, if a contestant requests a recount it can only be allowed provided the margin of loss is less than 5% of the total votes polled by the victor, or if there has been any kind of tampering or technical glitch in the machine or the counting process as ascertained by the Election Officer, and confirmed by the Scrutiny Committee.	Same as existing
19. Vacancies and Re-Election :	Same as existing
19.1) In case of vacancy of any Officer Bearer caused by the cessation of membership, demise or illness or resignation or shifting of residence or by any directive of the Executive Committee or General Body, then the same shall be filled in by the Executive Committee.	Same as existing
19. 2) In case of vacancy of the office of Treasurer due to any reason, re-election shall be held immediately within the Executive Committee to elect the new TREASURER from amongst the Executive Committee members. In the gap period till re-election, the President and the General Secretary shall operate the bank accounts and look after routine financial matters.	Same as existing
19.3) In case of any valid objection against election of any member in the General Body Election Meeting, a recounting shall be held provided the difference between the losing & winning candidates vote is not more than five.	Same as existing
20. SUB-COMMITTEES:	Same as existing
The Executive Committee shall have the power to form sub-committees for the purpose of fulfilling the aims and objectives of SWA, including amendment of bye-laws. The strength of a sub-committee will not exceed seven, including the convener and/or chairperson. Each sub-committee will periodically report to the Executive Committee.	(ADD) The Executive Committee shall have the power to form sub-committees for the purpose of fulfilling the aims and objectives of SWA, including amendment of bye-laws. The strength of a sub-committee will not exceed seven, including the convener and/or chairperson, except for the Dispute Settlement Committee (DSC), which can have a strength upto 12 members. Each sub-committee will periodically report to the Executive Committee.
21. AMENDMENTS TO THE CONSTITUTION:	Same as existing
21.a) Amendments to the Constitution of SWA may be proposed by the Executive Committee. To discuss them, a Special General Meeting may be called by the Executive Committee for this express purpose with a notice to members, accompanied by the proposed amendments, at least 15 days in advance of the meeting.	Same as existing
21.b) The amendment/s shall not be passed in an adjourned meeting.	Same as existing
21.c) On receiving the notice of the meeting to amend the Constitution, any Regular or Life member can propose amendments in the Constitution, provided their proposals are received by the SWA office at least seven days before the date of the meeting. Upon receiving them, the Executive Committee will examine the proposals received from members to ensure that none of them violate the law of the land or the essential aims and objects and defining principles on which SWA was formed.	Same as existing
21.d) If there is no quorum to begin with, then that General Body meeting will be terminated without the proposed amendments being discussed. The Executive Committee will call for another General Body meeting with the express agenda of discussing the proposed amendments within the period of one month after this meeting. If in that meeting, there is no quorum, then the meeting will be adjourned for 30 minutes. Upon resumption, the meeting will proceed, regardless of quorum, and the agenda of the proposed amendments will be taken up. Proposed amendments to the Constitution can be passed only by a 2/3rd majority of Regular and Life members present.	Same as existing
22. Dissolution:	Same as existing
The Association shall not be dissolved except by the vote of a majority of members on the rolls of the Association, who have the right to vote and are present at a General Body meeting called for the purpose. In the case of the dissolution of the Association, after meeting all the liabilities, the funds of the Association shall be disposed off in accordance with the dissolution meeting.	Same as existing