

*Article XII***EXTERNAL AUDITOR**

A full financial audit of the operations of the Institute shall be conducted on an annual basis by an independent international accounting firm selected by the Council after

recommendation by the Nominating Committee. The result of such audits shall be made available to the Board and the Council.

*Article XIII***DEPOSITARY**

1. The Secretary-General of the Institute shall be the Depositary of this Agreement.

2. The Depositary shall communicate all notifications relating to the Agreement to all members and associate members.

*Article XIV***DISSOLUTION**

1. The Institute may be dissolved, if a four-fifths majority of all members and associate members determines that the Institute is no longer required or that it will no longer be able to function effectively.

2. In case of dissolution, any assets of the Institute which remain after payment of its legal obligations shall be distributed to institutions having objectives similar to those of the Institute as decided by the Council in consultation with the Board.

*Article XV***AMENDMENTS**

1. This Agreement may be amended by a two-thirds majority vote of all the Parties to it. A proposal for such an amendment shall be circulated at least eight weeks in advance.

2. The amendment will enter into force thirty days after the date on which two-thirds of the Parties have notified the Depositary that they have fulfilled the formalities required by national legislation with respect to the amendment. It shall then be binding on all members and associate members.