

**CONSTITUTION**

**OF**

**ACTIVIST EDUCATION AND**

**DEVELOPMENT CENTRE**

**(AEDC)**

## **SECTION A: SUPREMACY OF THE CONSTITUTION**

- A. This Constitution shall supersede any other or his document that regulates the conduct of members, their relationship or purports to confer authority to AEDC or any structure falling under or formed by AEDC.
- B. This Constitution shall bind the Board and all other or his structures established by AEDC, whether or his under this Constitution or any document purporting to confer such authority.
- C. The Organisation shall exist in its own right, separately from its alliance organisations.

Now therefore the members bind themselves to the provisions of this Constitution as follows:

### **1. INTERPRETATION**

In this Constitution, unless the context other or otherwise requires:-

**1.1 "the Act"** means the Non Profit Organisation Act 71 of 1991 and the regulations published thereunder;

**1.2 "The organisation"** means ACTIVIST EDUCATION AND DEVELOPMENT CENTRE, a voluntary non-profit association constituted in terms hereof;

**1.3 "Board"** means the Board of Directors appointed to manage the affairs of the organisation;

**1.4 "the Constitution"** means this subsisting and duly adopted constitution of the organisation;

**1.5 "Chairperson"** means the individual who is appointed by the organisation to fulfil the duties as noted in Clause 8;

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## **SECTION B**

### **1. NAME**

The official name of the organisation is Activist Education and Development Centre ("AEDC"), more commonly known as Project Ulwazi (hereafter referred to as the organisation).

### **2. VISION**

The organisations vision is to improve the status of unemployed HIV+ activists through aiding their access to higher or his education and promoting sustainable social development and change.

### **3. VALUES**

"AEDC" shall subscribe to the following values:

- Professionalism
- Integrity
- Empathy
- Accountability
- Commitment
- Success
- Respect
- Passion

### **4. MISSION**

The organisation aims to achieve its vision by empowering, capacitating, mentoring and rendering support to unemployed HIV+ activists so that they may further or his their education as a means to nurture social and human capital.

## 5. OBJECTIVES

The organisation shall perform its mission in the following manner:

- 5.1 The organisation will facilitate and support HIV+ activists in the completion of their National Senior Certificate (NSC) through enrolment at evening school programmes and provision of extra tutorial classes on a Saturday to ensure that they obtain their matriculation certificate.
- 5.2 The organisation will facilitate and continue support for the duration of a one year foundation course in preparation for university enrolment. Additionally, this shall include the completion of an accredited basic course(s) needed as a basis for activists; course orientation and guidance; application processing; economic and psycho-social support (*including but not limited to: a living allowance, transport and mental and physical wellness advice*).
- 5.3 The organisation will facilitate and sustain academic development for a period of three - five years at a public university or reputable / accredited technical college within the province of residence. In the case of enrolment in a technical college and university, limited support will be provided.
- 5.4 The organisation will make provision for psycho-social support by means of a living allowance / stipend in order to relieve any financial and social security stress, which will include contributions towards transport and counselling / advice on physical wellness, if needed.
- 5.5 The organisation shall provide extra tutorial support, mentorship and additional workshops on critical reading and writing skills upon conducting a needs assessment, as and when the additional support is required.
- 5.6 Upon the successful completion of academic studies, the organisation shall provide learner's who have obtained their degree / diploma, with a 12 – 24 month community service activity / internship whereby learners will gain practical exposure and experience in a Non-Governmental Organisation such as the Treatment Action Campaign (TAC) or similar organizations.
- 5.7 The organisation will offer Community Activists Leadership Support and Wellness to activists who experiences any form of burn-out or exhaustion due to the challenges associated when facing social justice movements.
- 5.8 The organisation shall create a platform for and foster a culture of learning, reflection, exchange, writing and reflective retreats for previously disadvantaged activist leaders, who might not have opportunities for sabbatical leave.



## 6. INCOME AND PROPERTY

- 6.1. The organisation may not cede or borrow any of its money or property, both movable and immovable, to its office bearers. The only exception to this provision would arise when the organisation would need to pay for professional services rendered to AEDC by members or office bearers, at which stage the reasonable compensation / remuneration for such professional services would be permitted.
- 6.2. Office bearers of the organisation may only be remunerated / reimbursed for reasonable expenses incurred on behalf of the organisation during the course of the execution of their duties. Receipts must be produced for reimbursement.
- 6.3. No member shall have any right to the assets of AEDC and the liability of the members shall be limited to the amount of their unpaid subscription, if any.
- 6.4. AEDC may sue and be sued in its own name and shall be permitted to own property.
- 6.5. Office bearers of the organisation do not have any entitlement / claim or right of ownerships over property, movable / immovable belonging to the organisation (i.e. equipment, furniture, vehicles, materials etc.).

## 7. STRUCTURE OF AEDC MANAGEMENT

- 7.1. The organisations Management Committee shall be comprised of not less than four (4) people elected at the organisation's board meeting.
- 7.2. Elected Committee Members must be at least 18 years of age with a satisfactory financial oversight track record.
- 7.3. The officers of the Management Committee shall be:
  - a) *The Chairperson*
  - b) *Coordinator*
  - c) *Administrator*
  - d) *Board member*
  - e) *Any other or his committee or sub-committee that may be constituted by the Board of Directors or Management Committee from time to time*
- 7.4. The Management Committee shall meet regularly and will oversee the day-to-day running and operations of the organisation.

- 7.5. The Management Committee shall have strict oversight over the financial accounts and related processes to maintain and monitor the expenditure of the organisation to ensure that the annual budget is spent lawfully and responsibly within the allocated financial period.
- 7.6. At least three (3) Management Committee members must be present for the Management Committee meeting to take place which will constitute a 'quorum.'
- 7.7. An accounting officer (Coordinator) shall be appointed to the Board of Directors. His or her or his duty is to coordinate all the work of the Centre as per the assigned job description and in accordance with the key performance indicators.
- 7.8. Voting at Management Committee meetings shall be by consensus (voting by show of hands only if there is no consensus and if there is a tie vote, then the CHAIR shall have a second vote).
- 7.9. The Management Committee has the power to constitute a working group or sub-group as deemed necessary, who shall be accountable to the committee.
- 7.10. The Management Committee has the power and authority to raise funds or to invite and receive contributions and donations on a revolving / continuous basis throughout the year to ensure that the organization has sufficient funds to meet its objectives and vision.
- 7.11. The Management Committee has the authority and power to purchase, hire or exchange goods and services as and when the need arises to achieve its objectives.

## **8. THE CHAIRPERSON**

- 8.1 The Board shall appoint and be entitled to delegate its powers to the Chairperson (CHAIR).
- 8.2 The CHAIR shall be appointed on a performance contract for a period of three (3) years, which contract may be renewed at the discretion of the Board.

8.3 Subject to the discretion and control of the Board, the CHAIR shall in terms of his or her contract of employment, have the power and functions to perform the following:

- a) to manage the affairs of AEDC towards its primary objectives ;
- b) plan, coordinate, and control the daily operation of the AEDC through the organisation's managers;
- c) establish current and long term goals, objectives, plans and policies subject to the approval of the Board;
- d) meet with AEDC's other management committee members to ensure that operations are being executed in accordance with AEDC's policies;
- e) oversee the adequacy and soundness of AEDC's financial structure;
- f) review operating results of AEDC, compare them to established objectives, and take steps to ensure that appropriate measures are taken to correct unsatisfactory results.
- g) plan and direct all investigations and negotiations pertaining to new sponsorships, joint ventures, the acquisition of new projects, with approval of the Board;
- h) establish and maintain an effective system of communications throughout AEDC.
- i) represent AEDC with major sponsors, members, the financial community, and the public in consultation with the President.
- j) perform all other duties as the Board may direct from time to time.

## **9. BOARD OF DIRECTORS (also known as 'Office Bearers')**

9.1. Board members are appointed according to the required skills, experience and needs of the Centre.

- 9.2. Office Bearers will serve for a minimum of two years, but they can stand for re-election for another term in office after that period of tenure. This would depend on what kind of services they provide to the organisation. After being determined, they can stand for re-election into the same office.
- 9.3. Re-elected board members may not be more than 50% of the new board on a yearly basis.
- 9.4. At least one of the current activists benefiting from AEDC must serve on the board at all times.

#### **10. DUTIES AND POWERS OF THE BOARD**

- 10.1 Board members do not have any sole financial obligations and liabilities of the organisation by virtue of their status as board members of the organisation.
- 10.2 Office Bearers are not personally liable for any loss suffered by any person as a result of an act or omission which occurs in good faith while the board members are performing functions for or on behalf of the organisation.
- 10.3 Composition of the board they should match the skills and activist calibre needed by AEDC with a minimum of five (5) members but no more than eight (8) members.
- 10.4 The board should at least four (3) times each year.
- 10.5 The quorum for a meeting shall be three (3) members.
- 10.6 All board meetings shall be given at least seven (7) days' notice unless it is deemed an emergency meeting.
- 10.7 All meetings must be minuted and available to any interested party.
- 10.8 The board shall be accountable to AEDC at all times.

#### **11. INTERESTS OF BOARD MEMBERS TO BE DECLARED**

No Board member shall be disqualified by virtue of her or his office from contracting with AEDC, whether he or she has a vendor or otherwise. The Board member shall declare full details of her or his interest to the Board or management committee prior to a decision being taken on whether she or he has any such contract or arrangement shall be entered into, and such member shall not vote on such matter.





## **12. TERMINATION OF BOARD MEMBERSHIP**

*Membership of Board shall terminate as follows:*

- 12.1 On expiry of the member's term of office or on termination of her or his membership of AEDC, or
- 12.2 By written resignation delivered to the Board, or if any member has not come to three successive meetings and has not apologised or given a good excuse, accepted by the Board, unless the Board condones the absence: In the case of the Management Committee representative, the Board shall inform the Management Committee, and ask it to appoint a substitute.
- 12.3 If a member is guilty of any serious misconduct or deliberate negligence in the discharge of her or his duties in accordance with any provisions of this Constitution.
- 12.4 If a member has behaved in a manner that, in the discretion of the Board, has placed AEDC's standing into disrepute.

The Chairperson, management committee and Board member may remove such person from office for the above, or for any other reasons by the decision of two-thirds (2/3) vote of Board personally present at a meeting. The notice of the meeting must state that such a proposal is on the agenda, and the officer or member must be allowed to address the Board at a meeting if he or she so wishes.

## **13. POWERS OF AEDC**

AEDC shall have all the powers necessary, in the opinion of the Board, to attain its objectives which powers shall be vested in the Board, and without limiting its general powers, may:

- 13.1 acquire, hold, invest, re-invest, improve, turn to account, and alienate moveable or immovable property;
- 13.2 buy, sell, lend, exchange, insure, borrow, lease, and let assets;
- 13.3 employ, pay and indemnify administrative or educational staff, agents and advisers of every description;
- 13.4 delegate any of its powers to such committee or person as it may deem fit;

- 13.5 engage in legal proceedings of every description and sue or be sued in its own name;
- 13.6 open and operate on accounts at reputable banks and recognized financial institutions, provided that all cheques and formal documents shall be signed by not less than 2 persons appointed for the purpose by the Board;
- 13.7 indemnify and hold harmless to the full extent permitted by law and to purchase and maintain liability insurance on behalf of any person who serves or has served as a director, officer, employee, or authorised agent of AEDC or who serves or has served, at the request of the Board as a director, officer, employee, or authorised agent of another or his corporation, partnership, joint venture, trust or other or his entity.
- 13.8 do anything else necessary for the above and the furthering of its objectives.

#### **14. LIMITATION OF POWERS**

Notwithstanding the above, the specific and implied powers of AEDC shall be limited as follows:

- 14.1 The activities of AEDC will be wholly or mainly directed to the furtherance of its sole or principal object;
- 14.2 AEDC shall not distribute any profits or gains, if any, to any member or other or his person, and shall use its surplus funds solely for investment, which investments shall be for the objects for which it has been established;
- 14.3 Funds available for investment shall be invested only in:
  - a. one or more financial institutions as defined in Section 1 of the Financial Services Board Act 97 of 1990;
  - b. securities listed on a licensed stock exchange as defined in the Stock Exchanges Control Act 1 of 1985;
  - c. a legally registered entity designed to house AEDC's investment portfolio;
  - d. business enterprises designed to provide a sustainable fund for the AEDC.

- 14.4 AEDC shall not make loans to any person.
- 14.5 Amendments to the Constitution shall be submitted for approval to the Commission for the South African Revenue Service (with effect from when tax exemption is granted).
- 14.6 Upon winding up or liquidation AEDC shall give or transfer its assets remaining after the satisfaction of its liabilities to some other or his company, society or association with objects similar to those of the AEDC.

## 15. FINANCES

The Board of Directors shall oversee the finances of AEDC.

- 15.1 Any money obtained by the AEDC shall be used only for AEDC work.
- 15.2 Any bank accounts opened for AEDC shall be in the name of the organisation 'AEDC' or 'Activist Education and Development Centre'.
- 15.3 Any bank account opened in the name of 'AEDC,' will seek advice from any of our donors if they object an interest or investment bearing account.
- 15.4 Any cheque issued shall be signed by at least two of any three nominated signatures.
- 15.5 The Board must oversee that the financials are audited annually.
- 15.6 The Board must oversee that AEDC has registered for VAT refunds and public benefit qualification with South African Revenue Service (SARS).
- 15.7 Whenever funds are withdrawn from the AEDC bank account, the CHAIR and at least two other or his members of the organisation must sign the withdrawal or cheque.
- 15.8 The financial year of the organisation ends on 31 November of each year.
- 15.9 The organisation's accounting records and reports must be ready and handed to the Director of Non-Profit Organisations (Social Development) within six months after the financial year end.
- 15.10 If the organisation has funds that can be invested, the funds may only be invested with registered financial institutions. These institutions are listed in Section 1 of the Financial Institutions (Investment of Funds) Act, 1984. The organisation can acquire securities that are listed on a licensed stock exchange as set out in the Stock Exchange Control Act, 1985. The organisation can go to different banks to seek advice on the best way to look after its funds.



15.11 Funds may be used for materials, equipment, furniture, hiring of materials, equipment, salaries for work completed, consultants, books, food, tuition, accommodation, travelling expenses and security measures.

## **16. GENERAL MEETINGS**

16.1 The Board shall call at least one general meeting each year. The purpose of these meetings is for the AEDC to account for its actions to its activists, donors, partner organisations and interested members of the public.

16.2 The CHAIR shall normally chair these meetings.

16.3 At least fourteen (14) days' notice of such a meeting must be given, where possible members shall be notified personally via email or by telephone.

16.4 All meetings, including general meetings, must have minutes and be available to any interested party.

16.5 The quorum for a general meeting shall be 60% representation.

16.6 If there is no quorum, the meeting must reconvene within 21 days of the original date. If there is still no quorum, the meeting proceeds and decisions made there shall be binding.

16.7 Voting shall be by simple majority and on show of hands. The CHAIR shall have a casting vote in the case of an equality of votes on an issue.

16.8 The business of the Annual General Meeting (AGM) shall include:

- a. Receiving a report from the CHAIR of the group's activities including financial report over the year.
- b. Receiving a report and presentation of the last financial year's accounts.
- c. Considering any other matters as may be appropriate at such a meeting.

## **17. AMENDMENTS AND ALTERATION OF THE CONSTITUTION**

17.1 Proposals for amendments to this Constitution or dissolution must be delivered to the administrator in writing. The CHAIR in conjunction with all other officer bearers shall then decide on the date of a forum meeting to discuss such proposals, giving at least four weeks (28 days) written notice.



17.2 Any changes to this constitution must be agreed by at least two thirds of those members present and voting at any general meeting.

17.3 A written notice must go out no less than fourteen (14) working days before the meeting at which the changes to the Constitution will be proposed. The notice must indicate the proposed changes to the Constitution that will be discussed at the meeting.

17.4 Two thirds of the members shall be present at a meeting ('the quorum') before a decision to change the constitution is taken. Any general meeting may vote upon such a motion.

## **18. DISSOLUTION OF THE ORGANISATION**

18.1 The Board may be closed at any time if agreed on by two thirds of those members present and voting at any general meeting. Any assets shall be returned to their providers, if they require it, or shall be passed to another group with similar aims.

18.2 When the organisation closes down, it has to pay off all its debts. After doing this, if there is property or money left over it should not be paid or given to members of the organisation. It should be given in some way to another non-profit organisation that has similar objectives. The organisation's general meeting can decide what actions to take at such time.

## **19. NOTICES**

19.1 A notice by AEDC to any member shall be regarded as validly given if it is either delivered personally to the member or sent by fax, or email to her or his registered address.

19.2 Members shall be responsible for notifying AEDC of any changes in their address.

## **20. INDEMNITY**

AEDC shall be deemed to indemnify and hold each Board member and each office-bearer harmless against all claims, demands and actions of whatsoever nature that may be made



upon or brought against it, whether individually and/ or jointly and severally, arising out of or in connection with the administration of the organisation, save and except where the claims and/or actions are caused by the personal wilful bad faith or fraud of such office bearer.

## **21. DISPUTE RESOLUTION**

21.1 In the event of any dispute arising out of the interpretation and application of this Constitution, the management committee of AEDC or such other incidental matters, the structure declaring the dispute shall notify the other in writing in a manner provided for under this constitution.

21.2 The notice of the dispute must in the minimum contain the following:

- a. issues in dispute
- b. the nature of the dispute – whether it is procedural or substantive
- c. the period during which such issues pertained
- d. whether there have been any preliminary attempts to resolve the dispute within the internal structure of the Association.

21.3 On receipt of the notice by the structure declaring a dispute, both structures must endeavour in good faith to resolve the dispute expeditiously using any of the recognized alternative dispute resolution methods.

21.4 If both structures do not agree within seven (7) days of receipt of the notice as to:

- a. the dispute resolution method and procedure to be adopted;
- b. the timetable for all steps in those procedures;
- c. the selection and compensation of independent person/s required to conduct the alternative dispute resolution;

then the dispute shall be settled in accordance with the rules of the Arbitration Foundation of Southern Africa.



This constitution was approved and adopted by the members of the AEDC on the \_\_\_\_ day of \_\_\_\_\_ 2016.

SIGNED: \_\_\_\_\_

AEDC CHAIR

WITNESSESS:

1. \_\_\_\_\_  
Coordinator  
Date

2.  \_\_\_\_\_  
Board Member  
Date 8/31/2016

3. \_\_\_\_\_  
Administrator  
Date