

**ECONOMIC POLICY RESEARCH ASSOCIATION
(EPRA)**

VOLUNTARY ASSOCIATION

CONSTITUTION AS AMENDED ON 13 AUGUST 2020

1. DEFINITIONS

In this Constitution, unless the context indicates otherwise

- 1.1 “**Accounting Records**” means such accounting records as are necessary to fairly present the state of affairs of the Association and to explain the transactions and financial position of the business of the Association;
- 1.2 “**Association**” means the Economic Policy Research Association (EPRA);
- 1.3 “**Constitution**” means this document;
- 1.4 “**Financial Year**” means from 1 January to 31 December each year;
- 1.5 “**General Meeting**” means a meeting of Members held in terms of article 9;
- 1.6 “**Members**” means Namibian businesses and individuals admitted to membership of the Association, in terms of this Constitution and “Membership” shall have a corresponding meaning, unless the context indicates otherwise;
- 1.7 “**Management Committee**” means the committee responsible for management of the association and its projects appointed in terms of article 10.
- 1.8 “**Promoter**” means Eben de Klerk of ISG Risk Services Cc.

2. ESTABLISHMENT OF ASSOCIATION

The Association was established on 20 September 2017, and continues to exist as a separate legal entity on the terms set out in this amended Constitution.

3. NAME

- 3.1 The name of the Association shall be the Economic Policy Research Association.
- 3.2 The abbreviated name of the Association shall be EPRA.

4. PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Association shall be situated at an address determined by the Management Committee from time to time.

5. LEGAL STATUS

- 5.1 The Association shall be a body corporate under common law, existing as a legal person separate from its Members.

- 5.2 The Association shall not carry on business that has for its object the acquisition of gain by the Association or its Members, apart from carrying on any business necessary to pursue its objectives of national interest.
- 5.3 The Association shall apply its assets, including its income and profits, only for the purposes of promoting the objects stated herein.
- 5.4 The assets and liabilities of the Association shall be separate from its Members.

6. CORE VALUES AND OBJECTS

Core Values

The Association subscribes to the following core values:

- 6.1 The Association shall be non-political, non-partisan, non-governmental, non-tribal and non-ethnic.
- 6.2 The Association may accept assistance and contributions, including financial donations, without any conditions attached.
- 6.3 The Association subscribes to the Rule of Law and the letter and spirit of the Namibian Constitution.

Objects

- 6.4 The Association shall serve to advocate for pragmatic, sustainable, pro-growth and positive investment economic policy in Namibia.
- 6.5 By extension, the Association shall advocate for pragmatic job creation and equality improvement.
- 6.6 The Association shall endeavour to challenge unconstitutional and otherwise unlawful conduct and policies of government, by government agencies and statutory bodies, and in general strive to uphold the principles of the Rule of Law.
- 6.7 Without derogating from the reach of article 6.4, 6.5, and 6.6 above, the Association shall:
 - 6.6.1 Advocate for improved process of policy and legislation preparation;
 - 6.6.2 Identify and articulate issues of concern to, or affecting Members;
 - 6.6.3 Promote programs or facilitate action to achieve its objectives;
 - 6.6.4 Engage its Members and stakeholders in public debates and consultations and, if appropriate, support or engage in legal proceedings;

- 6.6.5 Inform Members about issues affecting their rights and interests and to encourage them to assert such interests;
- 6.6.6 Support third party initiatives or enter into joint projects with any appropriate person or entity, within either the private or public sector, consistent with or directed at the fulfilment of any of the Association's objects;

7. POWERS

- 7.1 The Association shall have all powers necessary to achieve its Objects;
- 7.2 Without limiting the reach of article 7.1, the Association shall have the power to:
 - 7.2.1 admit, suspend and expel Members;
 - 7.2.2 enter into contracts with any persons or entities for and in support of or in connection with the pursuit of its objects, including a Chief Executive Officer who can manage the Association, provided that such agreements will only be entered into for as long as the Association remains a sustainable going concern;
 - 7.2.3 form sub-committees which may consist of persons serving on the Management Committee, or representatives of Members other than persons serving on the Management Committee;
 - 7.2.4 delegate responsibilities and functions to sub-committees and to appoint consultants, employees, officers or agents to assist the Association;
 - 7.2.5 institute and defend legal proceedings in the name of the Association, or assist and fund any other party in litigating a matter which falls within the objective of the Association;
 - 7.2.6 to receive and investigate complaints within the scope of the Associations objectives
 - 7.2.7 to enter into an agreement with any party to assist in litigation, which agreement may include an agreement to benefit in full or partially from any cost order awarded for the benefit of such party.
 - 7.2.8 lend, invest, borrow, raise or secure the payment of moneys;
 - 7.2.9 raise funds through subscriptions, levies, donations and other appropriate means;
 - 7.2.10 open, hold and operate bank accounts or other investments with financial institutions;

- 7.2.11 effect insurance, including insurance over or in respect of risks pertaining to property, agents, employees or activities of the Association;
- 7.2.12 acquire by purchase, lease or grant movable or immovable property and to manage, let, sell, exchange or otherwise deal with such property;
- 7.2.13 invest and deal with moneys of the Association not immediately required;
- 7.2.14 to acquire an interest in or conduct in its own name any business which is ancillary and useful for achieving the objects; and
- 7.2.15 recruit new members.

8. **MEMBERSHIP**

Qualification and Confidentiality

- 8.1 Any Namibian business, including (but not limited to) a sole proprietor, partnership, close corporation, trust or company, subscribing to the objects and the principles, aims and goals of the Association qualify for Membership.
- 8.2 Any individual subscribing to the objects and the principles, aims and goals of the Association qualify for Membership.
- 8.3 The Membership of current Members of the Association who elect to remain as paying Members will continue uninterrupted, while current Members who elect not to continue as paying Members will cease to be Members of the Association.
- 8.4 The Members as on 7 August 2020 authorise the current Management Committee to sign this amended Constitution on their behalf.
- 8.5 Subsequent Members become members once the required payment is made and information is provided to the Management Committee.
- 8.6 The Management Committee undertakes to keep confidential all information relating to every Member of the Association, including participation in the Association, and undertake not to divulge such information to any other Member or a third party without consent of the Member involved, provided that consent by a Member may be provided expressly or by conduct, i.e. through participation on the Management Committee or voluntary attendance of General Meetings, etc.

Contributions

- 8.7 Funding for administration, projects and litigation as per the Associations' objects is obtained from Member Contributions to the Association.

- 8.8 The Association may receive any other income, such as donations, once-off contributions or sponsorships, provided that such income is obtained through lawfully means.
- 8.9 The Association may receive income for a specific project, or litigious matter, provided that such project or litigious matter falls within the scope of the Associations objectives, and in the discretion of the Management Committee, in the national interest.

Loss of Membership

- 8.10 Membership shall cease immediately once a Member provides written notice to that effect.
- 8.11 Members who stop making monthly contributions and have not made alternative arrangements with the Management Committee, or the Committee's agents, will cease to be Members without further notification.
- 8.12 The Management Committee may, at its sole discretion, revoke the Membership of any Member who is seen to be acting to undermine the objectives of the Association or who acts in unethical or unlawful manner, provided that where a Member insists on a hearing, a fair process will be undergone to provide same.

Communication and voting

- 8.13 Communication between members and the Management Committee will be by way of electronic communication.
- 8.14 Where Members' input is required by the Management Committee, input will be requested via electronic communication, which may include online surveys.
- 8.15 Where voting is required, a motion will be provided by the Management Committee to all members via electronic communication and voting will take place by return mail, online survey, or any other method as the Management Committee may decide on. A motion will succeed by a majority vote, counting only the number of respondents to the motion by the stated deadline.
- 8.16 Where any written notice is required, electronic communication in the method prescribed by the Management Committee from time to time will suffice.
- 8.17 The elected email of the CEO from time to time, as approved by the Management Committee will be EPRA's official email address.

Rights and Privileges of Membership

- 8.18 Members are entitled to:
- 8.14.1 vote at General Meetings;

- 8.14.2 nominate members to the Management Committee;
- 8.14.3 Object to a decision by the Management Committee to enter into litigation, and by the majority of active members objecting to such intention, the Management Committee will not proceed with such intended case.
- 8.14.4 receive updates on the activities of the Association;
- 8.14.5 receive regular management accounts which fairly represent the financial affairs of the Association, including, but not limited to, the income and expenses of the Association.

9. GENERAL MEETINGS

- 9.1 Any member who wishes for the Management Committee to hold a General Meeting may request such a meeting via electronic communication. The request must detail the business to be transacted at such meeting.
- 9.2 The Management Committee shall distribute this request to all members via electronic communication and if 20% or more respondents support the request, the Management Committee will arrange for a General Meeting to be held within a reasonable time and at a venue decided upon by the Management Committee.
- 9.3 Members may provide input to a General Meeting via electronic communication, which input must be presented to the Management Committee at least 24 hours before the meeting and which input will be presented at the meeting by the Management Committee.
- 9.4 General Meetings will not require a quorum and decisions at a general meeting will be made by majority vote counting those present at the meeting by the time of voting, provided that votes received via electronic mail as per article 9.3 above will also be taken into consideration as if the Member attended in person.
- 9.5 Members providing input and voting via electronic communication as envisaged under article 9.3 and 9.4, may request to stay unanimous and only the Management Committee may know the identity of such Member.

10. MANAGEMENT COMMITTEE

- 10.1 The Management Committee shall consist of between three and six persons, apart from the CEO.
- 10.2 Persons serving on the Management Committee must be Members, representatives of Members, or persons with sufficient expertise nominated by Members.
- 10.3 Persons serving on the Management Committee must ideally have expertise in one or more of the following: law, legal drafting, economic research, business management, policy development, international trade or project management.

- 10.4 The Management Committee will appoint a Chief Executive Officer (the “CEO”) to manage the affairs of EPRA, provided that EPRA is at all times to such appointment a sustainable going concern. The CEO will be an ex officio member of the Management Committee, but without voting rights.
- 10.5 The Management Committee will enter into a performance management agreement with the CEO, whenever one is appointed.
- 10.6 The members of the Management Committee may receive a sitting fee of an amount as approved by all members of the Management Committee, in consultation with the CEO, from time to time.
- 10.7 A Management Committee must be elected every 24 months. Retiring members of the Management Committee may be re-elected.
- 10.8 When nominations are open, a nomination can be made by any then current Member of the Association, by providing the CV of a nominated person via electronic mail to the sitting Management Committee. All the CVs of nominated persons will be provided to all Members of the Association to enable a vote by electronic format. The sitting Management Committee will scrutinise votes.
- 10.9 In the event that one or more sitting members of the Management Committee are nominated or stands for re-election, all the sitting members of the Management Committee must scrutinise and approve the results of such a vote.
- 10.10 The Management Committee will decide on its own formalities and proceedings.
- 10.11 Should a casual vacancy arise, the remaining members of the Management Committee may elect to continue without filling such vacancy or fill such vacancy with a person of their choice or call for nominations from Members to fill such vacancy.
- 10.12 The Management Committee makes all decisions on behalf of the Association, except where Members must make decisions as per the Constitution, or where the CEO is delegated to do so as part of his/her duties to manage the affairs of the Association.
- 10.13 The decision to litigate may only be taken if at least 75% of the members of the Management Committee agrees thereto, after consideration of the financial affairs of the Association.
- 10.14 The Management Committee may engage and employ any person to provide services aimed at reaching the objectives of the Association.
- 10.15 The Management Committee may form sub-committees from its own ranks or call for nominations from Members to serve on sub-committees, but sub-committees are always subject to the direction and control of the Management Committee. A sub-committee cannot bind the association to any legal agreement.

11. FINANCIAL MANAGEMENT

- 11.1 The Management Committee must open and operate at least one separate bank account in the name of the Association, keep all necessary Accounting Records, ensure that books of accounts are written up and balanced, and provide management accounts, within a reasonable time, to any Member upon written request.
- 11.2 At least two persons from the Management Committee shall have signatory rights on the Association's bank accounts and investments (if any).

12. LIMITATION OF LIABILITY AND INDEMNITY

- 12.1 Members, the CEO, officers of the Association, Management Committee members or sub-committee members, are not liable for any claims, losses or expenses of the Association unless they arise from gross negligence or dishonesty.
- 12.2 The execution of all functions and duties of the Management Committee (as stated herein or under common law) is dependent on the availability of sufficient funds. Should there be insufficient funds to execute any duty or function, Members will be informed as soon as practically possible. The Management Committee is exempted from any liability stemming from its inability to execute any duty (as stated herein or under common law) or function for as long as the Association has insufficient funds to execute any such duty or function. The Association and its Members similarly indemnify the members of the Management Committee under such circumstances.
- 12.3 The Association shall indemnify and hold harmless the CEO, officers, Management Committee members and members of sub-committees for and in respect of any claims or liability against them arising from any acts or omissions in their said capacities, save for such or as arising from their dishonesty or gross negligence.

13. AMENDMENTS

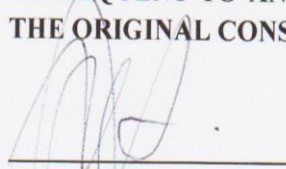
The Constitution may only be amended by a majority of respondents in favour of such a motion, which vote may be obtained by electronic poll.

14. DISSOLUTION

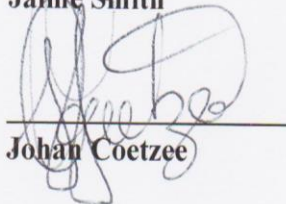
- 14.1 The Association shall continue in perpetuity until dissolved by majority vote of respondents requested to vote on such a motion via electronic communication.

- 14.2 If upon a dissolution of the Association, there remains, after the satisfaction of all its debts and liabilities, any assets, the same shall not be paid to or distributed among the Members, but shall be transferred to the Economic Association of Namibia or similar association operated not for gain, provided that the Management Committee may resolve to refund Members for contributions made to project expenses which have not been incurred / expended.

SIGNED at WINDHOEK on THIS 13th day of AUGUST 2020 BY THE FOLLOWING MEMBERS OF THE MANAGEMENT COMMITTEE, WITH AUTHORITY, AND SUBSEQUENT TO AN ELECTRONIC VOTE IN FAVOUR OF THE AMENDMENT OF THE ORIGINAL CONSTITUTION OF THE ASSOCIATION.



Jaime Smith



Johan Coetzee



Eben de Klerk