

We Will Speak Out South Africa

Voluntary Coalition (with General Members)

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1. NAME OF THE COALITION

The name of the Coalition is: **We Will Speak Out South Africa** (*the "Coalition"*). The shortened name is: **WWSOSA**

2. OBJECTIVES

In the context of sexual and gender based violence, WWSOSA aims to advance, protect and advocate for the human rights and human dignity of all people, with a special focus on those whose marginalisation makes them vulnerable to abuse.

The WWSOSA non-profit coalition works from a faith based perspective and will achieve its objectives by, *inter alia*:

- creating a collaborative space and supporting coalition members,
- ensuring access to support and healing for survivors and their communities and
- creating and implementing strategies, the outcomes of which will include:
 - i. Survivors of sexual and gender based violence organise themselves for mutual support, and they are accompanied as they make their voices heard through relevant advocacy initiatives.
 - ii. Faith leaders are challenged and enabled to speak out against sexual and gender based violence.
 - iii. Faith communities become safer spaces for survivors of sexual and gender based violence.
 - iv. Men and boys are engaged as allies in the fight against sexual and gender based violence.

These objectives of the Coalition shall be carried out in a non-profit manner, and with an altruistic or philanthropic intent and the activities of the Coalition shall be for the benefit of or widely accessible to the general public at large.

3. LEGAL STATUS

The Coalition is a body corporate being a voluntary association with its own legal identity which is separate from its office-bearers and members. The Coalition will continue to exist even if the members change. The Coalition shall be able to sue and be sued in its own name and the liability of members shall be limited to the amount of their subscription fees paid at any time.

4. INCOME AND PROPERTY OF THE COALITION

4.1 Members and office-bearers have no rights in the property or other assets of the Coalition solely by virtue of their being members or office-bearers.

4.2 All funds received by the Coalition shall be used solely for the objects for which the Coalition is established, or for investment for furtherance of these objects, no funds will be distributed to any person other than in the course of undertaking any 'public benefit activity' (as defined in the South African Income Tax Act ("the Act")) and no portion of the income or property of the Coalition shall be paid or transferred, or indirectly by way of

dividend, bonus or otherwise howsoever, to the members or employees, provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant or employee of the Coalition in return for services actually rendered to the Coalition.

- 4.3 No activity of the Coalition will directly or indirectly promote the economic self-interest of any office-bearer or member of the Coalition, otherwise than by reasonable remuneration.

5. TAXATION OF COALITION

The Coalition may apply to the Commissioner for the South African Revenue Service for approval as a Public Benefit Organisation in terms of section 30 of the Act.

6. POWERS OF COALITION

The Coalition shall have the same powers as that of a company under the Companies Act, 2008, as amended except that such powers may only be exercised in furtherance of the objectives of the Coalition, and they shall be restricted by any limitations or qualifications contained in this constitution. Such powers include:

- 6.1 To develop and manage provision of services to support Coalition partners' programmes and projects, and coordinate joint activities, as appropriate;
- 6.2 To source and manage financial resources and other assets provided that the Coalition shall be prohibited from accepting any donation which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of section 18A : Provided that a donor (other than a donor which is an approved public benefit organisation or an institution, board or body which is exempt from tax in terms of section 10(1)(cA)(i), which has as its sole object or purpose the carrying out of any public benefit activity) may not impose conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation;
- 6.3 To prudently invest funds of the Coalition;
- 6.4 To buy, attain, maintain, manage, lease, sell, or in any way deal with property and assets of the Coalition;
- 6.5 To donate and transfer the property and assets of the Coalition to public benefit organisations with similar objectives;
- 6.6 To borrow and to use the property or assets of the Coalition as security for borrowing;
- 6.7 To execute any act or deed in any deeds registry, mining titles or other public office;
- 6.8 To exercise all the management and executive powers ordinarily vested in the Board of Directors of a Company;
- 6.9 To Institute or defend any legal or other proceedings and to settle any claims; and
- 6.10 To carry out all the powers and authority of the Coalition in South Africa and in any other part of the world.

7. THE MANAGEMENT COMMITTEE

- 7.1 **Powers:** The Management Committee,
- 7.1.1 will manage the affairs of the Coalition.
 - 7.1.2 will implement decisions of the General Meeting.
 - 7.1.3 will appoint a coalition coordinator for the day to day running of the coalition.
- 7.2 **Composition:** A minimum of seven members shall serve on the Management Committee provided that at least 3 of the committee members shall be persons who are not 'connected persons' in relation to each other (as defined in the Act), which will include at least the following: the Chairperson, the Treasurer, two Survivors and the Coalition Coordinator.
- 7.2.1 The Management Committee may directly recruit representatives as needed to fill any skill gaps, as long as the number does not exceed ten.
 - 7.2.2 The Management Committee will have a maximum membership of ten people.
 - 7.2.3 The management committee may additionally set up temporary or permanent subcommittees to deal with specific matters.
 - 7.2.4 No single person shall directly or indirectly control the decision-making powers of the Coalition.
- 7.3 **Roles and Responsibilities:** Of the Management Committee and its members are determined by the Governance Policy document.
- 7.4 **Election:** All members of the Management Committee shall be members of the Coalition, either as individuals or as representatives of member organisations. The Management Committee composition will not be more than 30% individual type members. Consideration must be given to reflecting the diversity of the Coalition, including provincial representativity. Only one member from a single organisation may stand for election to Mancom. The Management Committee shall be elected by the members of the Coalition at an Annual General Meeting, as defined by section 9.1.1.
- 7.5 **Term of office:** The term of office as a Management Committee member is three years, with a possibility of being immediately re-elected for one additional term. A previous Management Committee member will become eligible for re-election after a two year absence. The Management Committee should ensure that there is a rotation of new and existing members of the committee.
- 7.6 **Vacancies:** The Management Committee must, as soon as reasonably possible, appoint someone to fill any vacancy that reduces the number of committee members to less than six. The next General Meeting must confirm the appointment of any Management Committee member appointed, otherwise it will lapse.
- 7.7 **Termination, Disqualification and Removal:** Membership of the Management Committee expires in a process determined in the Governance Policy document when a member:
- 7.7.1 Resigns from office in writing.
 - 7.7.2 Submits a letter of termination of membership to the Coalition.
 - 7.7.3 Reaches the end of the prescribed term of office.
 - 7.7.4 Is found guilty of sexual or gender based violence, abuse or discrimination.
 - 7.7.5 Becomes mentally or physically unsuitable to fulfil the demands of the position.
 - 7.7.6 Has their estate sequestrated or surrendered for the benefit of their creditors, if they deal with financial matters.
 - 7.7.7 Is found guilty of theft, fraud or forgery or any similar crime is it in South Africa or any other country.

- 7.7.8 Is dismissed from a position of trust by a competent court on the grounds of misconduct.
- 7.7.9 Acts in any way to the detriment of the Coalition or its reputation.
- 7.7.10 Does not attend two consecutive meetings without prior notification.
- 7.8 **Delegation of Powers:** The Management Committee may delegate any of its powers or functions to a sub-committee or member(s) of the Coalition provided that:
 - 7.8.1 such delegation and conditions are reflected in the minutes for that meeting;
 - 7.8.2 a delegated Management Committee member will oversee the activities of the sub-committee;
 - 7.8.3 the Management Committee in advance approves all expenditure incurred by the sub-committee or member; and
 - 7.8.4 the Management Committee may revoke the delegation or amend the conditions.
- 7.9 **Management Committee Meetings:** The Management Committee may regulate its meetings and proceedings as it finds fit, subject to the following:
 - 7.9.1 The Chairperson shall convene a meeting of the Management Committee at least quarterly, or at the written request of any two members of the Management Committee.
 - 7.9.2 The Chairperson shall chair all meetings of the Management Committee.
 - 7.9.3 Meetings of the Management Committee may be conducted face-to-face or electronically.
 - 7.9.4 If the Chairperson is not able to attend or is not present within fifteen minutes of the appointed time of the meeting, the Management Committee members present at the meeting shall elect a Chairperson for that meeting.
 - 7.9.5 The quorum for a meeting of the Management Committee will be 50% plus one full member. (i.e. not inclusive of Advisory members)
 - 7.9.6 In the unlikely event of there not being a quorum present, an alternative meeting date will be arranged.
 - 7.9.7 Decisions shall be made by consensus, or, if necessary by a majority of votes. Should the voting be tied the Chairperson shall have a second casting vote.
 - 7.9.8 Proper minutes and attendance records must be kept of all meetings of the Management Committee. The Chairperson for the meeting shall sign the minutes at the next meeting. The signed minutes shall be available at all times for inspection or copying by any member of the Coalition on two days' notice to the Coalition Coordinator.
 - 7.9.9 A resolution signed by all members of the Management Committee shall be as valid as if passed at a duly convened meeting of the Management Committee.
 - 7.9.10 The Management Committee may appoint employees upon such lawful terms and conditions as it may deem necessary provided that the Coalition will not pay any remuneration, as defined in the Fourth Schedule of the Income Tax Act, 1962, as amended, to any employee, office bearer or other person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered, and will not economically benefit any person in a manner which is not consistent with its objects.

- 7.10 **Conflicting Interests:** As a coalition the potential for conflict of interest is real and the Management Committee will be transparent in its processes and decisions to manage and communicate conflicts of interest timeously.
- 7.11 **Confidentiality:** All matters pertaining to litigation, security measures, contractual negotiations, employment matters and any other matters deemed confidential by the Management Committee must be treated as confidential and only the actual decisions may be disclosed to the general public.

8. MEMBERSHIP

A member of the Coalition identifies with the principles of the We Will Speak Out Coalition and will be a member either as an organisation or as an individual.

- 8.1. **First and Subsequent Members:** The first members of the Coalition shall sign Schedule A of this Constitution.
- 8.2. **Principles of the Membership:** The specific criteria for membership will be governed by the Membership Policy document. The document may only be amended at an Annual General Meeting.
- 8.3. **Conditions and Criteria:** The Management Committee reserves the right to review applications for membership using criteria outlined in the Membership Policy document, as agreed at an Annual General Meeting.
- 8.4. **Register of Members:** The Management Committee must keep a register with the names and contact details of all the members.
- 8.5. **Transfer of Membership:** Membership is not transferable.
- 8.6. **Consent for use of member information:** The Management Committee or any person delegated to manage the membership will not share the contact details of members with any third party without said member's express permission. As advocacy coalition members photographs and names may be used in media and communications; unless a member explicitly requests their details not be shared.
- 8.7. **Automatic Termination of Membership:** Membership automatically terminates upon the receipt by the Coalition of a notification of the death of a natural member or dissolution of an organisational member, and written resignation.
- 8.8. **Termination by Management Committee:** Membership terminates if a member is removed by a resolution of the Management Committee as based on the Membership Policy document criteria, provided that the member has been given an opportunity to make written or verbal representations at a meeting of the Management Committee pertaining to the proposed termination. This right to make representations shall not apply if the termination of the member is related to a completed criminal case.

9. MEETINGS OF MEMBERSHIP

- 9.1. **Powers of the General Meetings:** A General Meeting of the Coalition,
- 9.1.1. Is the highest decision-making structure of the Coalition;
 - 9.1.2. Elects and mandates the Management Committee;
 - 9.1.3. Receives and reviews reports of the Coalition; and
 - 9.1.4. Suggest or approves amendments to Constitution.

9.2. **Procedures at General Meetings:** The Members may regulate their meetings and proceedings as it finds fit, subject to the following:

9.2.1. The Chairperson shall chair all General Meetings.

9.2.2. General Meetings of the Coalition may be conducted face-to-face or electronically.

9.2.3. If the Chairperson is not available or not present within fifteen minutes of the appointed time of the meeting, the members present at the General Meeting shall elect a Chairperson for that meeting.

9.2.4. The quorum for General Meetings of the Coalition shall be those present at the meeting or able to participate in electronic voting.

9.2.5. Voting: A resolution put to the vote shall be decided by means of physical and electronic ballots.

9.2.6. Each member shall be entitled to one (1) vote.

9.2.7. Decisions shall be made by a majority vote. Should the voting be tied the Chairperson shall have a second casting vote.

9.2.8. Proper minutes and attendance records must be kept of all General Meetings. The Chairperson must sign the minutes at the following General Meeting. The signed minutes shall be available at all times for inspection or copying by any member of the Coalition on two days' notice to the Coalition Coordinator.

9.3. **Annual General Meetings:** Annual General Meetings (AGMs) must be held within six months of the Coalition's financial year-end. At least twenty-one days' written notice must be given to all members stating the date, time, place and business of the AGM, which business must include:

9.3.1. The Coalitions Annual Report;

9.3.2. The presentation of the Coalition's Annual Financial Statements;

9.3.3. The election of Management Committee members;

9.3.4. The appointment of a Financial Officer, or independent auditor; and

9.3.5. Other appropriate matters.

9.4. **Special General Meetings:** The Management Committee, or not less than five members (of which at least 3 should be organisational members), may call a Special General Meeting of the Coalition. At least fourteen (14) days' written notice must be given to all members stating the date, time, place and business of the Special General Meeting. If the Management Committee fails to give notice within seven days of such a request, such members shall be entitled to give notice of and to convene the meeting themselves.

10. NOTICES OF MEETINGS

10.1. All notices of meetings in terms of this constitution will at least be given to members in writing via electronic communication at least seven (7) days in advance.

10.2. Any Constitutional or Governance documents or amendments thereto requiring ratification at member meetings shall be sent to members at least fourteen (14) days in advance of the meetings at which they will be presented for discussion and ratification

10.3. The accidental omission to address notices to any member shall not nullify the proceedings of any meeting.

- 10.4. A member present in person at any meeting shall be deemed to have received notice of such meeting.

11. FINANCES AND REPORTS

- 11.1. **Bank Account:** The Management Committee must open a bank account in the name of the Coalition with a registered and reputable Bank as per a resolution of the Management Committee.
- 11.2. **Signing:** The Management Committee will delegate at least three signatories for Cheques and other documents or transactions requiring signature or authorisation on behalf of the Coalition. These shall be signed or authorised by at least two of the signatories.
- 11.3. **Financial year-end:** The financial year end of the Coalition shall be the end of July.
- 11.4. **Financial Report:** The Management Committee must ensure that proper records and books of account which fairly reflect the affairs of the Coalition are kept. Within six months of its financial year a report should be compiled by an independent financial officer on these records.
- 11.5. The Coalition shall comply with such reporting requirements as may be determined by the Commissioner for the South African Revenue Service from time to time under section 30(3)(e) of the Income Tax Act, as amended.
- 11.6. The Coalition will not knowingly be a party to, or will not knowingly permit, itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Income Tax Act or any other Act administered by the Commissioner for SARS.
- 11.7. The Coalition shall be prohibited from using its resources directly or indirectly to support, advance or oppose any political party.
- 11.8. The financial policy will guide all the financial transactions of the coalition.

12. AMENDMENTS AND DISSOLUTION:

- 12.1. This Constitution may be amended, the name of the Coalition may be changed and the Coalition may be dissolved by resolution of two-thirds of the members present at a General Meeting.
- 12.2. At least twenty-one days' notice of the Meeting stating the nature of the resolution to be proposed must be given to all the members of the Coalition.
- 12.3. Copies of amendments shall, if the Coalition is exempted from payment of normal tax or authorised to issue receipts under s18A of the Income Tax Act, be sent for their records to the Commissioner for the South African Revenue Services or his authorised representative; and if the Coalition is registered as a non-profit organisation, be sent to the Directorate of Non-Profit Organisation.
- 12.4. Upon the dissolution of the Coalition, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst members, but shall be transferred by donation to some other non-profit organisation which the Management

Committee (and failing which the members in General Meeting) considers appropriate and which has objectives the same or similar to the objectives of the Coalition, and, should the Coalition be exempt from the payment of any taxes and duties, will be;

- 12.4.1. Any similar public benefit organization which has been approved in terms of section 30 of the Act.
- 12.4.2. Any institution, board or body which is exempt from tax under the provisions of section 10 (1)(cA)(i) of the Act, which has its sole or principal object the carrying on of any public benefit activity.
- 12.4.3. Any department of state or administration in the national or provincial or local sphere of government of the Republic of South Africa.
- 12.4.4. if the Coalition is registered as a NonProfit Organisation, which are themselves registered as NonProfit Organisations.

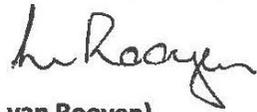
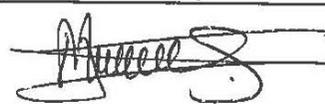
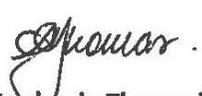
13.INDEMNITY

- 13.1. Subject to the provisions of any relevant law, members, office-bearers or appointed delegates of the Coalition shall be indemnified by the Coalition for all acts done by them in good faith on its behalf.
- 13.2. Subject to the provisions of any relevant law, no member of the Coalition or appointed delegates shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer, or for any loss, damage or expense suffered by the Coalition, which occurs in the execution of the duties of their office, unless it arises as a result of their dishonesty, or failure to exercise the degree of care, diligence and skill required by law.

This constitution is agreed to and adopted as the constitution of the Coalition by the first members of the Coalition at a meeting held on 25 November 2016, as indicated by the signatures in Schedule A hereto.

SCHEDULE A

SCHEDULE OF FIRST MEMBERS

	Name	ID Number	Address	Date	Signature
1.	Christian Aids Bureau for Southern Africa	6008220063082	Fontainebleau Community Church, Cr Rabie and Fourth Ave, Fontainebleau, 2032, SA +27 (0)11 796 6830 +27(0)83 293 7163	17/1/2018	 (Lyn van Rooyen)
2.	Individual Member	6507075916088	42 Springbok Street. Rant en Dal, Krugersdorp 1739. +27 (0)845816306	23/01/2017	 (Desmond Lesejane)
3.	Sonke Gender Justice	6105205766083	9 Flamink Rd, Birch Acres, Kempton Park, 1618. +27(0)825784479	20.01.2017	 (Bafana Khumalo)
4.	Tearfund South Africa	7009011155185	6 Williams Rd, Westville, 3630. +27 (31)2670080 +27 (0)799340941	11.01.2017	 (Solange Mukamana)
5.	Zoë-Life	7104020151083	6 Williams Rd, Westville, 3630. +27 (31)2670080 +27(0)716889500	11.01.2017	 (Stephanie Thomas)
6.	Survivor Groups Rep:	6711200217 587	13 Sophia de Bruyn Street, Bredasdorp, SA 074 072 9921	14.01.2017	 (Marlene Wyngaard)
7.	Survivor Groups Rep:	8903201021083	Section W116, Lalaplaas, uMlazi, 4031. 0730733763 dumohg@gmail.com	26.01.17	 (Nompilo Gcwensa)