



Constitution
of the
MUDUMU
LANDSCAPE ASSOCIATION

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Constitution of the Mudumu Landscape Association

PREAMBLE

WHEREAS land users, custodians, managers and administrators, both civil society and government, have come together to form a membership based non-profit Association to be known as the **Mudumu Landscape Association**,

AND WHEREAS the purpose of the Association is to promote and facilitate sustainable land management and development in the Kwando Linyanti rivers area, including the National Parks, State Forests, Conservancies and Community Forests,

AND WHEREAS the members of the Association all ascribe to a common Vision, Purpose, Objectives and Principles of the Association to operate in a facilitative, collaborative, supportive and synergistic capacity, while respecting the rights of individual members to pursue their own missions, objectives, enterprises and lifestyles as well as the role of government.

AND WHEREAS the area where collaborative management and development shall apply in terms of this constitution is known as the Mudumu Landscape (ML)

AND WHEREAS the aim of the membership of the Mudumu Landscape Association is enhanced landscape biodiversity conservation and socio-economic development through collaborative management, without dictating to or in any way interfering with the activities or land tenure rights of any participating member or interfering in park management beyond their adherence to the broad principles contained in this constitution,

NOW THEREFORE the members of the Mudumu Landscape Association have agreed as follows:

1. Establishment of the Mudumu Landscape Association

- 1.1 There is hereby established a voluntary association, not for profit, under the name of the **Mudumu Landscape Association**, which shall pursue its objectives and conduct its affairs subject to the terms of this Constitution and within the spirit of the Vision, Objectives and Principles of the “Collaborative management and Development Plan of the Mudumu Landscape” which is still to be developed and agreed upon. .

- 1.2 The **Mudumu Landscape Association** (hereafter called “the Association”) shall consist of land users, custodians and authorised administrators and managers, representing organizations and individuals, both civil society and government, which are actively involved in the custodianship, management and administration of land within the designated Mudumu Landscape, whose boundaries may change from time to time, as new members join or members leave the Association.
- 1.3 Further, the Association shall consist of such organizations and individuals that have a track record and/or demonstrated desire to work as a member in constructive and mutually supportive co-operation towards the Vision, Purpose, Objectives and Principles of the Association.
- 1.4 The Association shall continue for an indefinite period and may be dissolved by the members according to the procedure and in the manner set out below.

2. Vision, Purpose and Objectives of the Association

- 2.1 The Vision of the Association is to promote, support and facilitate the collaborative management and development of the Mudumu Landscape for enhanced landscape and biodiversity conservation and socio-economic development.
- 2.2 The Purpose of the Association is to foster and enhance collaboration by the members, synergistic planning and implementation of the Vision, Objectives and Principles contained in this Constitution and the Collaborative management and Development Plan as may be developed and revised and updated from time to time, within the area comprising the Mudumu Landscape.
- 2.3 The main Objectives of the Association are:
 - 2.3.1 To conserve and wisely manage the biomes, landscapes, ecosystems catchments and biological diversity of the Mudumu Landscape as an integrated and fully functional ecosystem and, where necessary and feasible, to restore and rehabilitate degraded systems to their natural, productive states.
 - 2.3.2 To manage wildlife populations and ecosystems to maintain optimal biological diversity and ecosystem stability under highly variable climatic conditions, and to reintroduce and rebuild populations of plants and animals indigenous to the area within historic times, as might be appropriate under current and changing conditions.

- 2.3.3 To remove, wherever practical and feasible and with the approval of the members concerned, artificial barriers impeding the natural movement of wildlife within the Mudumu Landscape so as to restore or re-establish as far as possible their historic grazing and movement patterns.
- 2.3.4 To promote and support appropriate land and natural resource uses that are compatible with the above objectives, sustainable land management practices, low impact tourism, environmental education, awareness and outreach initiatives and research, and to create strategic and focused economic opportunities without compromising on sound conservation principles and practices.
- 2.3.5 To establish a strong public-private sector and community sector collaborative management and cooperation and appropriate institutional mechanism between the various land users, holders and administrators within the Mudumu Landscape, so as to enhance the management and ecological and socio-economic viability of the Mudumu Landscape to the mutual benefit of all partners.
- 2.3.6 To promote sustainable community development and improved livelihoods, and to harness the ecological, social and economic viability, sustainability and competitiveness of the Mudumu Landscape as a model of collaborative management that could be further replicated elsewhere.
- 2.3.7 To explore ways of jointly marketing the Mudumu Landscape and create synergies between the individual economic and financial activities and initiatives of the members to enhance the development of the overall Mudumu Landscape to the mutual benefit of all members.
- 2.3.8 To explore the further expansion of the current Mudumu Landscape as new potential members seek to join the Mudumu Landscape and the Association to manage the Mudumu Landscape.
- 2.3.9 To use the Mudumu Landscape as an example for other areas of smart public-private and community sector partnership and collaborative management between different members and across state and communal land, for the enhancement of both conservation and socio-economic goals.

3. Organisation of the Association

- 3.1 Members of the Association, whether as an institution or an individual, shall be termed a “member”.
- 3.2 The Association is composed of members that have in common an interest in promoting the Vision, Purpose and Objectives of the Association. The partners may consist of both civil society and government organisations, including private sector, community-based, non-governmental, not-for-profit, parastatal and other organisations, institutions, agencies and associations.
- 3.3 Criteria for membership in the Association are contained in sub-paragraphs 1.2 and 1.3.
- 3.4 In addition, the Association may invite selected individuals who do not qualify under sub-paragraph 1.2 to become non-voting members for the purpose of enhancing the skills and capacity of the Association.
- 3.5 Each institutional partner has the right to adopt and amend its own rules and constitution, which shall not, however, contradict the Vision, Purpose, Objectives and Principles of the Association.
- 3.6 Members owning land or being authorized administrators, custodians and managers of land within the Mudumu Landscape, insofar as any decision of the Association, if approved, will directly affect their land, shall have the right to give formal notification to the Association for the exclusion of part or all of their land from a decision or part of a decision taken by the Association.
- 3.7 Members shall strive to promote the Vision, Objectives and Principles of the Association.

4. Membership of the Association

- 4.1 Membership in the Association shall be by invitation, save that the following founder members shall be:
 - a) **Ministry of Environment and Tourism (MET)**
 - Bwabwata National Park (Kwandu Core Area)
 - Mudumu National Park
 - Mamili National Park

b) Conservancies

- Kwandu Conservancy
- Sobbe Conservancy
- Mayuni Conservancy
- Mashi Conservancy
- Balyerwa Conservancy
- Dzoti Conservancy
- Wuparo Conservancy

c) Community Forests

- Kwandu Community Forests
- Lubuta Community Forest
- Masida Community Forest

d) Associations

- Kyaramacan Association

e) Lodges /Tour operators

- Namushasha Lodge
- Camp Kwandu
- Mazambala Lodge
- Inkasa Lupala Tented lodge
- Susuwe Island Lodge
- Lianshulu Lodge
- Mashi River Safaris

f) Farmers

- Likwama Farmers Union

g) Ministry of Lands and Resettlement

h) Non Governmental Organisations (NGOs)

- Integrated Rural Development and Nature Conservation (IRDNC)
- Kavango Zambezi Transfrontier Conservation Area (KaZa)
- Namibia Nature Foundation (NNF)

i) Ministry of Agriculture, Water and Forestry

j) Caprivi Regional Council

k) Ministry of Fisheries

l) Traditional Authorities (TAs)

- The Mashi Traditional Authority
- The Mayeyi Traditional Authority
- The Mafwe Traditional Authority

4.2 Nominations (by invitation or application) for new members shall be tabled at a duly constituted Ordinary meeting of the Association. Such nominations shall be considered by the members, using the criteria contained in points 1.2 and 1.3. A two-thirds majority of membership present may approve new members to the Association. Upon acceptance or rejection of such application, the applicant shall be furnished with a written notification.

4.3 A member may be expelled from the Association by a two-thirds vote of all other voting members of the Association, on the grounds of such member failing to conform to the letter and spirit of points 1.2, 1.3, or in any way bringing disrepute to the good name of the Association or the **Mudumu Landscape** initiative, or to undermine the legitimate work of the Association or any of its members.

4.4 Where a registered member's representative misses three consecutive meetings without a valid apology; the Landscape committee may request for an alternative representative to be nominated to act on behalf of the registered member in question.

4.5 Meetings of the Association shall be held, as far as is practical, on a rotational basis at locations that take into account the residential addresses of the members, to ensure that travel arrangements and costs are fairly shared.

4.6 Any member may withdraw as member of the Association with immediate effect. Such withdrawal shall be in writing. Unless any written agreement had been signed by the member, explicitly binding its land to any formal commitment towards the Association or its members, the withdrawal of a member shall also relieve it from all obligations, resolutions or other binding obligations taken by the Association forthwith upon its withdrawal as member.

5. Representation on the Association

5.1 Voting Members may nominate their representative to the Association. Each representative may appoint an alternative. Representatives should be selected with the following in mind:

- level of relevant expertise
- continuity, and
- level of seniority to be able to make commitments and take decisions on behalf of the member organisation.

5.2 Alternative representatives shall not be appointed as office bearers and shall not have signing authority on behalf of the Association.

5.3 Lodges/Tour Operators shall by agreement appoint a representative who shall represent them at all meetings concerning the Association. The representative shall have the mandate to cast a single vote for each Lodge / Tour Operator in respect of their interests.

5.4 Each voting member has one vote, irrespective of the number of representatives present.

5.5 The voting members shall appoint a Chair and a Vice-Chair. These two positions may be filled by voting members representing either civil society or government, save that both positions shall not simultaneously be filled by government representatives. The terms of office shall be for a period of two years. There is no limit on the number of terms that any representative can serve.

5.6 At least one of the Chair and Vice-Chair, and at least one other voting member representing member organizations on the Association, shall sign all of the Association's legal and contractual documents. Where appropriate, these will have been authorized by the Association as shown in the Minutes of a duly constituted meeting.

6. Powers and Functions of the Association

The general powers and functions of the Association shall include the following:

- 6.1 to promote and implement the Vision, Purpose and Objectives of the Association;
- 6.2 to establish and promote the collaborative management and development plan of the Mudumu Landscape, based on agreed Principles, for the mutual benefit of the members;
- 6.3 to undertake joint and collaborative actions and activities in support of the management and development of the Mudumu Landscape and the Association;
- 6.4 to ensure that Mudumu Landscape generate economic opportunities for area and the country in general
- 6.5 to communicate and consult with neighbouring non-members, on issues related to the vision, purpose and objectives of the Association.
- 6.6 to promote economic empowerment of formerly disadvantaged rural Namibians and their entrance into tourism and other wildlife based industries within the area comprising the Mudumu Landscape;
- 6.7 to evaluate and review best practices in the collaborative management of the Mudumu Landscape and to suggest policy guidelines, and to share such information with other relevant bodies;
- 6.8 to market the Mudumu Landscape initiative, its attributes, enterprises and its participants, and to promote co-marketing and collaborative economic initiatives between members;
- 6.9 to undertake or commission monitoring, research or other forms of information collection, analysis and dissemination on the subject of collaborative management and sustainable development of land under biodiversity conservation, to help inform and improve the work of the Association and its stakeholders;
- 6.10 to set terms of reference for the Secretariat of the Association and to review its performance at regular intervals and to oversee its operations;
- 6.11 to implement the decisions taken by the members of the Association in Ordinary, Annual and Special General meetings;

- 6.12 to institute or defend legal proceedings by or against the Association;
- 6.13 to generally manage and administer the Association for the benefit of the Mudumu Landscape initiative, having all the necessary powers and authority to do so;
- 6.14 to acquire, hold, use and dispose of movable and immovable property as considered appropriate by the members of the Association (not in the park and not GRN property);
- 6.15 to appoint Working Groups, as may be appropriate, to assist with the planning and implementation of specific tasks on behalf of the Association, and
- 6.16 to elect a Chairperson and Vice Chairperson, and any other office bearers that the Association may decide.

7. Implementation of Operations of the Landscape

- 7.1 The Mudumu Landscape consists of the Mudumu North Complex and Mudumu South Complex. The two complexes are the implementation units of the Landscape.
- 7.2 The Complexes may establish Working Groups, as either short-term or standing, to assist with the work of the Association. Such Working Groups shall:
- have clear terms of reference
 - select a chairperson
 - have the right to co-opt external expertise as deemed necessary
 - report back to the members on progress and tasks completed
 - include the Secretariat if such services have been secured (see point 8)
 - not possess any powers to bind the Association unless explicitly mandated by a General Meeting of the Association.
- 7.3 The Association may also establish working groups that aim at promoting joint strategic planning and coordination across the Landscape that should not duplicate complex level working groups but compliment and cooperate with them.

8. Secretariat

- 8.1 The Association may, if and when relevant, appoint and finance a Secretariat to support the work of the members, to assist them to uphold and further the vision, purpose and objectives of the Association, and to help administer and implement its Mudumu Landscape co-management and development plan and assist any Working Group in the implementation or scope of their mandate.
- 8.2 The tasks of the Secretariat shall be set out in a clear Terms of Reference, and shall include:
- support to members to help them coordinate, enhance synergy and collaborate between them and with other relevant organisations;
 - support and, where appropriate, guide members in the strategic implementation of the Association's work;
 - provide administrative, managerial and secretarial support;
 - collect, commission, distribute and disseminate relevant information;
 - assist with project and funding proposals and administration;
 - organize training and capacity building at whatever levels necessary, and help to identify applied research and information dissemination needs for the Mudumu Landscape and the Association;
 - advocate on behalf of the Association and the Mudumu Landscape;
 - regular reporting to the association on its activities;
 - any other work of a related or appropriate nature as might be required by the Association.

9. Meetings

- 9.1 The members shall meet at least twice a year, and one of such meetings shall be the Annual General Meeting (AGM). The AGM may be held immediately before or after an Ordinary meeting.
- 9.2 A minimum of 50% plus 1 voting members, present or by written proxy, shall constitute a quorum for both Ordinary and Annual General meetings.

- 9.3 In the event of there not being a quorum present at an Ordinary meeting, and provided that meeting has been called constitutionally, the meeting shall proceed, and the minutes shall be tabled for adoption at the next Ordinary meeting at which there is a quorum. If the provisional resolutions of the non-quorate meeting are confirmed by a majority of those present or represented by written proxy (except for resolutions which require a two-third majority in terms of this constitution) at the succeeding meeting with quorum, the resolutions of the meeting shall be deemed to reflect official business of the Association, as if a quorum had been present. If the provisional resolutions are not confirmed, then the minutes of the non-quorate meeting shall be redrafted to reflect this fact. The non-quorate meeting and its minutes shall be valid for the purposes of noting the information shared and the points discussed.
- 9.4 In the event of there not being a quorum present at an AGM, the Chairperson shall within thirty days announce a new AGM date. The quorum requirement of the re-convened AGM shall remain at a minimum of 50% plus 1 voting members present or by written proxy
- 9.5 Whenever possible, decisions shall be achieved by consensus, with discussion and view-points of members informing and enriching the debate. Where consensus cannot be reached, decisions shall be taken with a simple majority vote (excluding decisions requiring a two thirds majority).
- 9.6 In the event of an impasse, the chairperson may call for a vote. Voting shall be by a simple show of hands, except if any voting member asks for the vote to be by secret ballot. Each voting member present shall be entitled to one vote only, save that in the event of an equality of votes the chairperson shall have a second or casting vote.
- 9.7 Members shall be given adequate notice of all Ordinary meetings and AGMs. The Chairperson shall give such notices of the Ordinary meetings and AGMs within a reasonable and convenient time, and set the meeting at a suitable time for most members to attend the meetings.
- 9.8 The business of the AGM shall be:
- to receive the chairperson's annual report
 - to review and approve the financial affairs of the Association
 - to elect office bearers
 - to generally assess the progress of the Association
 - to amend the constitution if necessary, in accordance with point 13;
- and,

- receive reports of the Mudumu North Complex and the Mudumu South Complex

9.9 The business of the ordinary meetings shall be to conduct the technical business of the Association. The agenda will be prepared by the Chairperson, based on the directives given from time to time by the members.

9.10 A Special General Meeting must be called upon receipt of a written request to the Chairperson signed by not less than ten (10) members of the Association. The Chairperson shall give adequate notice of the meeting together with the agenda for the meeting. 50% plus 1 of the voting membership shall constitute a quorum.

9.11 Proper minutes shall be kept of the proceedings of all meetings of the Association, and a record of members present at each meeting. The minutes shall be signed by the chairperson or, when absent, by the Vice-chairperson, and shall be available at all times for inspection or copying by any member.

10. Financial Matters

10.1 The Association shall keep a proper set of books recording the affairs of the Association. At the end of the financial year of the association, financial statements shall be prepared by a qualified professional. The financial records of the Association shall be audited annually at the end of each financial year, by an accountant approved by the AGM. Every member of the Association shall, on written request, be entitled to a copy of the financial statements of the Association.

10.2 The Association shall review and adopt an appropriate set of accounting, financial management and administrative policies and procedures as may be necessary from time to time, which will be reviewed by the members.

The supervision of all financial matters shall rest with the members, except that they may delegate this responsibility as they deem appropriate.

10.3 The annual budget of the Association shall be tabled for review and approval by the members at a General meeting of the Association.

11. Dispute Resolution

- 11.1 In the event of any dispute or difference arising between the members, relating to their work within the context of the co-management and development of the Mudumu Landscape, and linked to or arising out of this Constitution and Association, the parties will, on written notice of the dispute and a call to settlement negotiations, by either party to the other, meet to attempt to settle such dispute or difference and shall do so within 30 working days from receiving such written notice.
- 11.2 Failing such settlement, the parties may bring their dispute to the members for conciliation under the leadership of the Chair or Vice-Chair. In the event that both the Chair and Vice-Chair are involved in the dispute, the members may nominate an alternative leader, either from amongst themselves or from an outside, independent organization, or an appropriate independent individual.
- 11.3 Failing such settlement within 30 working days, the dispute or difference will be submitted to the Professional Mediation and Arbitration Association “PAMAN” for arbitration (to be held in Windhoek, in accordance with the provision of the Arbitration Act 42 of 1965).
- 11.4 Notwithstanding anything to the contrary herein, no resolution by the Association shall be binding on members owning land or being authorized administrators, custodians and managers of land within the Mudumu Landscape, irrespective of whether they attended any meetings or not, or give formal notification of exclusion from any decision or not, insofar as any land of which they are owners or authorized administrators and managers, is directly affected by any resolution of the Association. In order to bind such members of the Association owning land or being authorized administrators, custodians and managers of land in above circumstances, it shall be a prerequisite that each such member signs such resolution before it shall become binding on the member. In the case of a national park managed by the MET, such resolutions will be signed by the PS if they are of administrative nature or by the Minister if they are of policy nature.

12. Dissolution

- 12.1 The Association may be dissolved by a two-thirds majority of all registered members present in person or proxy in a Special General Meeting of which three months written notice of a proposed resolution to dissolve the Association shall have been given to all members.

12.2 The members present at the Special General Meeting convened in terms of sub-paragraph 12.1 above shall determine the manner of disposal of assets belonging to the Association at the time.

13. Amendments

This constitution may be amended by the vote of two-thirds of the registered members of the Association at an AGM or SGM, under the condition that the intention to amend the constitution and adequate notice of the proposed amendment is announced within a reasonable and convenient time to all the registered members.

Adopted at _____ on this _____ day of _____ 2012

Chairperson
Mudumu Landscape Association

**MUDUMU LANDSCAPE ASSOCIATION
SIGNED ON BEHALF OF FOUNDER MEMBERS**

MINISTRY OF ENVIRONMENT AND TOURISM (MET)

- Bwabwata National Park (Kwandu Core Area) _____

- Mudumu National Park _____

- Mamili National Park _____

CONSERVANCIES

- Kwandu Conservancy _____

- Sobbe Conservancy _____

- Mayuni Conservancy _____

- Mashi Conservancy _____

- Balyerwa Conservancy _____

- Dzoti Conservancy _____

- Wuparo Conservancy _____

- Karamacan Association _____

COMMUNITY FORESTS

- Kwandu Community Forests _____

- Lubuta Community Forest _____

- Masida Community Forest

LODGES / TOURISM OPERATORS

- Namushasha Lodge
- Camp Kwandu
- Mazambala lodge
- Inkasa Lupala tented lodge
- Susuwe Island lodge
- Lianshulu lodge
- Mashi River Safaris

FARMERS

- Likwama Farmers Union

MINISTRY OF LANDS AND RESETTLEMENT

NON GOVERNMENTAL ORGANISATIONS (NGOs)

- Integrated Rural Development
and Nature Conservation (IRDNC)
- Kavango Zambezi Transfrontier
Conservation Area (KaZa)

MINISTRY OF AGRICULTURE, WATER AND FORESTRY _____

CAPRIVI REGIONAL COUNCIL _____

TRADITIONAL AUTHORITIES (TAs)

• The Mashi Traditional Authority _____

• The Mayeyi Traditional Authority _____

• The Mafwe Traditional Authority _____