

- Draft -

Constitution

of the

***Greater Sossusvlei-
Namib Landscape
Association***



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CONSTITUTION OF THE GREATER SOSSUSVLEI-NAMIB LANDSCAPE ASSOCIATION

PREAMBLE

WHEREAS land owners, managers and administrators, comprising both civil society, parastatal and government, have come together to form a membership based non-profit Association to be known as the **Greater Sossusvlei Namib Landscape Association**,

AND WHEREAS the purpose of the Association is to promote and facilitate sustainable land management and development in the area of the Sossusvlei, Naukluft and Central Namib

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

AND WHEREAS the area to be co-managed and developed in terms of this constitution is known as the Greater Sossusvlei Namib Landscape (GSNL)

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

NOW THEREFORE the members of the Greater Sossusvlei Namib Landscape Association have agreed as follows:

1. Establishment of the Greater Sossusvlei-Namib Landscape Association

- 1.1 There is hereby established a voluntary association, not for profit, under the name of the **Greater Sossusvlei-Namib 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, Purpose and Objectives of the “Co-management and Development Plan for the Greater Sossusvlei-Namib Landscape”, and according to the Principles of co-management (see clauses 2 and 3 respectively).

- 1.2 The **Greater Sossusvlei-Namib Landscape Association** (hereafter called “the Association”) shall consist of land owners and custodians, representing organizations, and individuals, who are actively involved in the custodianship, management and administration of land within the designated Greater Sossusvlei-Namib Landscape, whose boundaries may change from time to time, as new members join or members leave the Association.
- 1.3 Further, the Association shall from time to time form partnerships and linkages with such organizations and individuals that have a track record and/or demonstrated and/or cleared expressed desire to work in constructive and mutually supportive co-operation towards the Vision, Purpose and Objectives of the Association and according to the Principles of co-management.
- 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 co-manage the Greater Sossusvlei-Namib Landscape for enhanced landscape and biodiversity conservation, and socio-economic development, for the sustained benefit of the people within the Landscape and the Region.
- 2.2 The Purpose of the Association is to foster and enhance collaboration and cooperation by the members, and where relevant and agreed, to harmonise their planning, management and development at a landscape level, to effectively implement the Vision, Objectives and Principles contained in this Constitution and in the Co-Management and Development Plan, as may be revised and updated from time to time, within the area comprising the Greater Sossusvlei-Namib Landscape, and to work effectively with its neighbours.
- 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 Greater Sossusvlei-Namib Landscape (GSNL) 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 healthy biological diversity and ecosystem stability under hyper-arid and variable climatic conditions and different land-use practices, and to reintroduce and rebuild wildlife populations indigenous to the area within historic times, as might be appropriate under current and changing conditions.
 - 2.3.3 To promote socio-economic development opportunities through creation of appropriate enterprises, partnerships and other relevant mechanisms to foster economic growth and thereby, promote job creation and rural development.

- 2.3.4 To promote and support appropriate land and natural resource uses that are compatible with the above objectives, with emphasis on sustainable land management practices, well managed tourism, marketing of flagship species, 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 strong co-management partnerships and an appropriate institutional mechanism between the various land custodians, administrators, managers, holders and owners within the Landscape, so as to enhance the management of ecological and socio-economic aspects within the GSNL to the mutual benefit of all partners.
- 2.3.6 To harness the ecological, social, cultural and economic viability, sustainability and competitiveness of the GSNL as a model of collaborative co-management that could be further replicated elsewhere.
- 2.3.7 To explore ways of jointly marketing the GSNL and create synergies between the individual economic and financial activities and initiatives of the partners to enhance the development of the overall Landscape to the mutual benefit of all partners.
- 2.3.8 To explore the further expansion of the current GSNL as new potential partners seek to join the Landscape and the Association, within the agreed Principles of co-management, and to help potential neighbouring Landscapes become established as may be appropriate.

3. Principles of Co-management

- 3.1 Co-management does **not** imply that people will be managing other people's areas or enterprises. Rather, it involves agreed higher-level consensus on developing an overall vision, objectives, targets and activities that will be to the greater good of all stakeholders, and working to achieve these by means of an agreed Strategic Plan (Co-management & Development Plan) and annual workplans.
- 3.2 Co-management does not involve small local issues that are best managed at local level. Rather, it focuses on things that require collaboration and partnership for actions to be effective and desired objectives to be achieved. It asks the fundamental question – what are the things which we can do better and achieve better results from by working together rather than working in isolation?
- 3.3 Co-management needs to have a geographic focus that involves enough of the stakeholders to be effective and to achieve the key ecological and economic objectives, but not too large an area so as to lose focus and become too general. In the case of the Sossusvlei-Namib Landscape, for example, the focus needs to be on and around the Sossusvlei/Naukluft area and specifically on its environmental and socio-economic landscape. In this context, its biophysical

characteristics (topography, landscapes, desert environment, biodiversity and cultures) and its marketability come together as the core theme. By extending the area of involvement too wide, the core theme is diluted and stakeholders are so far away from one another that institutional interactions become limited and ineffectual.

- 3.4 Stakeholders have to be sufficiently regularly in contact with one another, through meetings, institutional collaboration and other forms of communication that a unity of purpose and common vision is retained and evolves constructively over time. If stakeholders are conceptually marginal or geographically distant to the focus of the core theme, then the endeavour is likely to fail or be disrupted by conflicting interests.
- 3.5 Stakeholders participate in co-management initiatives based on the positive aspects, vision / objectives / outcomes they have in common, not based on their differences. People see value in being part of the process, and this serves as an incentive. At the same time, stakeholders also need to contribute to the process – they cannot be net extractors of value, they need to put value into the co-management process.

4. Organisation

- 4.1 Membership of the Association, whether as an organization or an individual, shall be termed a “member”.
- 4.2 The Association is composed of members that have in common an interest in promoting the Vision, Purpose and Objectives of the Association.
- 4.3 Criteria for membership in the Association are contained in point 1.2.
- 4.4 In addition, the Association may invite selected individuals who do not qualify under point 1.2 to become partners or non-voting members for the purpose of enhancing the skills and capacity of the Association as envisaged under point 1.3.
- 4.5 Each member has the rights to adopt and amend its own rules and constitution, which should not, however, contradict the Vision, Purpose, Objectives and Principles of the Association.
- 4.6 Members shall have the right, insofar as any pending decision of the Association directly affects their land and activities, 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 of any resolution taken by the Association, save that members shall not attempt to needlessly frustrate collaboration on the implementation of the Co-management and Development Plan of the GSNL, but will strive to promote the Vision, Objectives and Principles of the Association.

5. Membership of the Association

5.1 Membership in the Association shall be by invitation or application, save that the following founder members shall be:

- A
- B
- C
- D
- E
- F
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5.2 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. Abstentions shall be taken as “yes” votes. Upon acceptance or rejection of such application, the applicant shall be furnished with a written notification.

5.3 All members are expected to actively practice, support and uphold the Vision, Purpose, Objectives and Principles of the Association.

5.4 A member may be expelled from the Association by a two-thirds vote of all other members of the Association, on the grounds of such member failing to conform to the letter and spirit of points 1.2, 1.3, 5.5 and 5.6, and in any other way, to bring disrespect to the good name of the Association or the **Greater Sossusvlei-Namib Landscape** initiative, or to undermine the legitimate work of the Association or any of its members.

5.5 Membership in the Association may be terminated if a member misses three consecutive meetings without a valid apology. The decision to be taken at the next ordinary meeting by a two thirds majority vote.

5.6 Wherever possible, decisions will be taken by consensus, with discussion and view-points of members informing and enriching the debate. Members have the right to vote at any meeting. Where consensus cannot be reached, decisions shall be taken with a simple majority vote (excluding decisions requiring a two thirds majority).

5.7 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.

5.8 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. In addition to such written agreements, the Association may negotiate with any affected member to register a servitude over the affected member's land, in favour of the Association.

5.9 If a member of the Association sells its land or land changes ownership, the member is deemed to have withdrawn as a member of the Association at the time of the sale or transfer. The new owner may be nominated for membership in accordance with point 5.2.

6. Management Committee of the Association

6.1 The voting members may establish a Management Committee of the Association to facilitate their work.

6.2 Voting Members may elect their representatives to the Management Committee, which shall consist of not more than 10 representatives. Representatives should be selected with the following in mind:

- Geographic representation across the Landscape
- Land-use practice representation
- Level of relevant expertise
- Continuity and ability to attend meetings and complete tasks, and
- Level of seniority to be able to make commitments and take decisions on behalf of the member organisation.

6.3 Each representative has one vote.

6.4 The representatives on the Management Committee shall appoint a Chair and a Vice-Chair from amongst themselves, who shall serve for a period of two years. There is no limit on the number of terms that any representative can serve.

6.5 The Management Committee shall meet at least three times per year. A quorum shall comprise at least 50% of elected representatives to the Management Committee.

6.6 Proper minutes shall be kept of the proceedings of all meetings of the Management Committee, 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.

6.7 The Association shall make provision for secretarial services and financial management as it sees fit.

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

7. Powers and Functions of the Association

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

- 7.1 to promote and implement the Vision, Purpose and Objectives of the Association;
- 7.2 to promote the co-management and development of the Greater Sossusvlei-Namib Landscape, based on the agreed Principles, for the mutual benefit of the members;
- 7.3 to review and amend the Co-management and Development Plan of the Greater Sossusvlei-Namib Landscape as may be considered appropriate by a two thirds majority of the members;
- 7.4 to undertake joint and collaborative actions and activities in support of the management and development of the GSNL and the Association;
- 7.5 to use the GSNL to generate economic opportunities for members;
- 7.6 to communicate and consult with neighbouring non-members, and to recruit new members to the Association;
- 7.7 to promote economic empowerment of formerly disadvantaged rural Namibians and their entrance into tourism and other wildlife based industries within the area comprising the Landscape;
- 7.8 to evaluate and review best practices in the co-management of the GSNL and to suggest policy guidelines, and to share such information with other relevant bodies;
- 7.9 to market the GSNL initiative, its attributes, enterprises, initiatives, concepts and its participants, and to promote co-marketing and collaborative economic initiatives between members;
- 7.10 to undertake or commission monitoring, research or another forms of information collection, analysis and dissemination on the subject of co-management and sustainable development of land under biodiversity conservation, to help inform and improve the work of the Association, its members and partners;
- | 7.11 to establish a Management Committee and to review and approval procedures for the effective functioning of this Committee;

- 7.12 to set terms of reference for the Secretariat of the Association and to review its performance at regular intervals and to oversee its operations;
- 7.13 to employ staff and consultants and to enter into contractual agreements with partners, organisations (both government and private) and individuals, as may be required and agreed by the members in the pursuit of the Vision and Objectives of the Association;
- 7.14 to raise, administer and manage funds for the Association and its work;
- 7.15 to enter into contractual agreements with donors and other parties;
- 7.16 to implement the decisions taken by the members of the Association in Ordinary, Annual and Special General meetings;
- 7.17 to institute or defend legal proceedings by or against the Association;
- 7.18 to generally manage and administer the Association for the benefit of the GSNL initiative, having all the necessary powers and authority to do so;
- 7.19 to acquire, hold, use and dispose of movable and immovable property as considered appropriate by the members of the Association;
- 7.20 to elect a Management Committee to facilitate the work of the Association;
- 7.21 to elect a Chairperson and Vice Chairperson, and any other office bearers that the Association may decide;
- 7.22 to appoint Working Groups, as may be appropriate, to assist with the planning and implementation of specific tasks on behalf of the Association.

8. Working Groups

- 8.1 The members may establish Working Groups, as either short-term or standing, to assist with the work of the Association. Such Working Groups shall:
 - have a clear terms of reference
 - select a chairperson
 - have the right to co-opt expertise as deemed necessary
 - report back to the Management Committee and/or members, as per their terms of reference, on progress and tasks completed
 - include the Secretariat if such services have been secured (see points 6.7 and 9)

- not possess any powers to bind the Association unless explicitly mandated by a General Meeting of the Association.

9. Secretariat

9.1 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 GSNL co-management and development plan and assist the Management Committee and any Working Group in the implementation or scope of their mandates.

9.2 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 GSNL and the Association;
- advocate on behalf of the Association and the GSNL;
- any other work of a related or appropriate nature as might be required by the Association.

10. Meetings

10.1 The members shall meet at least once a year for the Annual General Meeting. The AGM may be held immediately before or after a meeting of the Management Committee. Ordinary or Special General Meetings may be called by the Management Committee as is thought necessary.

10.2 A minimum of 50% plus 1 voting members, present or by written proxy, shall constitute a quorum for all meetings of the members.

- 10.3 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 and provisional resolutions for confirmation at the next members meeting at which there is a quorum. If the resolutions from the non-quorate meeting are confirmed by a simple majority (except for resolutions which require a two thirds majority in terms of this constitution) of those present or represented by written proxy, the meeting and resolutions provisionally taken, 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 points discussed.
- 10.4 In the event of there not being a quorum present at an AGM or SGM, the Meeting will stand adjourned to a date to be announced by the Chairperson within two months. The quorum requirement for the re-convened meeting shall remain 50% + 1 of all members present or represented by written proxy.
- 10.5 Whenever possible, decisions shall be achieved by consensus. In the event of an impasse, the chairperson may call for a vote. Voting shall be by a simple show of hands. 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.
- 10.6 Members shall be given at least 30 days written notice of Ordinary meetings, SGMs and AGMs, unless members agree to waiver such time periods. Notice may be given via e-mail, post or fax. Agendas, reports, proposals and other relevant documentation should be distributed to reach the members at least five days before meetings.
- 10.7 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 (if relevant)
 - to generally assess the progress of the Association
 - to amend the constitution ~~is-if~~ necessary, in accordance with point 14
- 10.8 The business of the Ordinary meetings shall be to share information and conduct any 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. The Association shall invite non-voting members and partners to as many meetings as possible, and generally included and involve partners in the work of the Association.
- 10.9 A Special General Meeting shall be called by the Chairperson upon receipt of a written request signed by not less than five members of the Association. Members

shall be given 30 days notice of the meeting together with the agenda for the meeting. 50% + 1 of the voting membership shall constitute a quorum.

- 10.10 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.

11. Financial Matters

- 11.1 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 will be prepared. The financial records of the Association shall be audited annually at the end of each financial year, not necessarily by a chartered accountant but by a person 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.
- 11.2 The Association shall review and adopt an appropriate set of accounting, financial management and administrative policies and practices 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.
- 11.3 -The annual budget of the Association shall be tabled for review and approval by the members at a General meeting of the Association.

12. Dispute Resolution

- 12.1 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 Greater Sossusvlei-Namib 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, meet to attempt to settle such dispute or difference and shall do so within 15 working days from receiving such notice.
- 12.2 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.

- 12.3 Failing such settlement within 10 working days, the dispute or difference will be submitted to the Professional Mediation and Arbitration Association of Namibia "PANAM" (to be held in Windhoek, in accordance with the provision of the Arbitration Act 42 of 1965.) The terms of reference for the arbitrator shall direct the arbitrator to heed the spirit of this constitution when arriving at a decision and making an arbitration award.
- 12.4 Notwithstanding anything to the contrary herein, no resolution by the Association shall be binding on members owning land or being authorized custodians of land within the GSNL, 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 custodians, is directly affected by any resolution of the Association. In order to bind such members of the Association owning land or being authorized custodians 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.

13. Dissolution

- 13.1 The Association may be dissolved by a two-thirds majority of all members present in person or proxy in a Special General Meeting of which three months written notice shall have been given to all members.
- 13.2 The members present at the Special General Meeting convened in terms of sub-paragraph 10.9 above shall determine the manner of disposal of assets belonging to the Association at the time.

14. Amendments

This constitution may be amended by the vote of two-thirds of the members of the Association at an AGM or SGM, under the condition that the intention to amend the constitution is announced in writing to all members at least 30 days prior to the meeting.

Adopted at _____ on this _____ day of _____ 2012

Constitution of the Greater Sossusvlei-Namib Landscape Association

Signed on behalf of Founder Members:

A

B

C

D

E

F