



The Greater Waterberg Landscape

Constitution

of the

**Greater Waterberg
Landscape Association**

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CONSTITUTION OF THE GREATER WATERBERG LANDSCAPE ASSOCIATION

PREAMBLE

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

AND WHEREAS the purpose of the Association is to promote and facilitate sustainable land management and development in the area of the Waterberg

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 collaboratively managed and developed in terms of this constitution is known as the Greater Waterberg Landscape (GWL)

AND WHEREAS the aim of the membership of the Greater Waterberg Landscape Association is enhanced landscape and 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 beyond their adherence to the broad principles contained in this constitution,

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

1. Establishment of the Greater Waterberg Landscape Association

1.1 There is hereby established a voluntary association, not for profit, under the name of the **Greater Waterberg 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 Greater Waterberg” (2010).

1.2 The **Greater Waterberg Landscape Association** (hereafter called “the Association”) shall consist of land owners 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 Greater Waterberg 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 desire to work in constructive and mutually supportive cooperation 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 Greater Waterberg 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 and uniformity in their coherent planning and implementation of the Vision, Objectives and Principles contained in this Constitution and in the Collaborative Management and Development Plan, as may be revised and updated from time to time, within the area comprising the Greater Waterberg 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 Greater Waterberg Landscape (GWL) 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 GWL 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, with emphasis on non-consumptive uses, 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 strong public-private sector collaborative management and cooperation and an appropriate institutional mechanism between the various land owners, holders and administrators within the GWL, so as to enhance the management and ecological and socio-economic viability of the GWL to the mutual benefit of all partners.
- 2.3.6 To harness the ecological, social and economic viability, sustainability and competitiveness of the GWL as a model of collaborative management that could be further replicated elsewhere.
- 2.3.7 To explore ways of jointly marketing the GWL and create synergies between the individual economic and financial activities and initiatives of the members to enhance the development of the overall GWL to the mutual benefit of all members.
- 2.3.8 To explore the further expansion of the current GWL as new potential members seek to join the GWL and the Association to manage the GWL.
- 2.3.9 To use the GWL as an example for other areas of smart public-private sector partnership and collaborative management between different members and across state and private land, for the enhancement of both conservation and socio-economic goals.

3. Principles of Collaborative Management

- 3.1 Collaborative 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 (Collaborative management & Development Plan) and annual work plans.
- 3.2 Collaborative 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 Collaborative 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 Waterberg Landscape, for example, the focus needs to be on and around the Waterberg Plateau 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 collaborative 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 collaborative management process.
- 3.6 Any provisions of this Constitution which the Waterberg Plateau Park or any other state owned enterprise member or organ of state / government member cannot adhere to due to treasury rules or other governmental rules, shall not apply to such state owned enterprise or organ of state /government. Without derogating from the generality hereof, this exclusion shall specifically apply to the provisions of sections 7.13 – 7.15 and 7.19

4. Organisation of the Association

- 4.1. Members of the Association, whether as an institution 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. 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.
- 4.1 Criteria for membership in the Association are contained in sub-paragraph 1.2.
- 4.2 In addition, the Association may invite selected individuals and institutions which 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 as envisaged under point 1.3.
- 4.3 Each institutional partner has the rights to adopt and amend its own rules and constitution, which shall not, however, contradict the Vision, Purpose, Objectives and Principles of the Association.
- 4.4 Members owning land or being authorized administrators and managers of land within the GWL, 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 of any resolution taken by the Association, save that members shall not attempt to needlessly frustrate collaboration on the implementation of the “Collaborative management and Development of the Greater Waterberg Landscape”, 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, save that the following founder members shall be:
- Affirmative Action Farms
 - African Wild Dog Conservancy
 - Ministry of Environment and Tourism
 - Okamatapati Conservancy
 - Otjituuo Conservancy
 - Ozonahi Conservancy
 - Resettlement Farms
 - Waterberg Conservancy
 - Waterberg Plateau Park
- 5.2 Nominations 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.
- 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 point 1.2 and point 2 and in any other way, to bring disrepute to the good name of the Association or the **Greater Waterberg 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 an apology. The decision is 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). For purposes of clarity, in no event may the Association take action or make decisions without a simple majority vote or two-thirds majority vote, as applicable.
- 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.
- 4.1 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.

- 5.8 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 subparagraph 5.2.

6. Steering Committee of the Association

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

- 6.2 Voting Members may elect their representatives to the Steering Committee, which shall consist of not more than 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 Steering Committee shall appoint a Chair and a Vice-Chair from amongst themselves, who shall serve for a period of two years. Positions may be filled by voting members representing either civil society or government, save that both positions of Chair and Vice-Chair shall not simultaneously be filled by representatives from the same stakeholder / organisation. There is no limit on the number of terms that any representative can serve.

- 6.5 The Steering Committee shall meet at least three times per year. A quorum shall comprise at least 5 of the elected representatives to the Steering Committee.

- 6.6 Proper minutes shall be kept of the proceedings of all meetings of the Steering 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 Steering Committee, shall sign all of the Association's legal and contractual documents. Where appropriate, these will have been authorized by the Steering Committee as shown in the Minutes of a duly constituted meeting.
- 6.9 The Association shall ensure that outgoing officials on the Steering Committee shall provide adequate information and a proper hand over of documents and necessary background knowledge to newly elected officials to the Steering Committee, and the Association shall ensure that the new officials receive adequate training.

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 collaboration and development of the Greater Waterberg Landscape, based on agreed Principles, for the mutual benefit of the members;
- 7.3 to undertake joint and collaborative actions and activities in support of the management and development of the GWL and the Association;
- 7.4 to use the GWL to generate economic opportunities for members and adjacent or neighbouring non-members, particularly where neighbouring non-members are affected negatively by the GWL;
- 7.5 to communicate and consult with neighbouring non-members, and to recruit new members to the Association;
- 7.6 to promote economic empowerment of formerly disadvantaged rural Namibians and their entrance into tourism and other wildlife based industries within the area comprising the GWL;
- 7.7 to evaluate and review best practices in the collaborative management of the GWL and to suggest policy guidelines, and to share such information with other relevant bodies;
- 7.8 to market the GWL initiative, its attributes, enterprises and its participants, and to promote collaborative marketing and collaborative economic initiatives between members;
- 7.9 to undertake or commission monitoring, research or another 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;

- 7.10 to set terms of reference for the Secretariat of the Association and to review its performance at regular intervals and to oversee its operations;
- 7.11 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;
- 7.12 to raise, administer and manage funds for the Association and its work;
- 7.13 to enter into contractual agreements with donors and other parties;
- 7.14 to implement the decisions taken by the members of the Association in Ordinary, Annual and Special General meetings;
- 7.15 to institute or defend legal proceedings by or against the Association;
- 7.16 to generally manage and administer the Association for the benefit of the GWL initiative, having all the necessary powers and authority to do so;
- 7.17 to acquire, hold, use and dispose of movable and immovable property as considered appropriate by the members of the Association;
- 7.18 to appoint Working Groups, as may be appropriate, to assist with the planning and implementation of specific tasks on behalf of the Association, and
- 7.19 to elect a Chairperson and Vice Chairperson, and any other office bearers that the Association may decide.

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 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 points 5.7 and 8)
 - 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 GWL collaborative management and development plan and assist any Working Group in the implementation or scope of their mandate.
- 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 GWL and the Association;
 - advocate on behalf of the Association and the GWL;
 - 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 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.
- 10.2 A minimum of 50% plus 1 voting members, present or by written proxy shall constitute a quorum for both Ordinary and Annual General meetings.
- 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 Resolutions shall be tabled for adoption at the next Ordinary meeting at which there is a quorum. If the resolutions are adopted by a simple majority of those present or represented by written proxy, the meeting shall be deemed to reflect official business of the Association, as if a quorum had been present. If the Resolutions are not approved, then the meeting will be deemed to be invalid and any decisions taken will be null and void.

- 10.4 In the event of there not being a quorum present at an AGM, the Chair Person shall within one month announce the date of the next AGM, which date shall not be more than three months from the initially allocated AGM date. 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 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
 - to generally assess the progress of the Association
 - to amend the constitution is necessary, in accordance with point 13
- 10.8 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.
- 10.9 A Special General Meeting shall be called by the Chairman 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% plus 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 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.

- 11.2 The Association shall review and adopt an appropriate set of accounting, financial management and administrative policies 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 collaborative management and development of the Greater Waterberg 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" (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 administrators and managers of land within the GWL (or in the Waterberg Plateau Park, managed by the Ministry of Environment & Tourism), 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 or 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 and managers of land or national game parks 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 the state park such as Waterberg Plateau park, managed by the Ministry of Environment & Tourism or any other public sector member to the association any such resolution shall be signed by the Permanent Secretary if the content of the resolution is of administrative nature, and by the Minister if the content is of a policy nature.

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 9.9 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 _____ month 2014

Constitution of the Greater Waterberg Landscape Association

Signed on behalf of Founder Members:

	Signature	Date
1. Affirmative Action Farms
2. African Wild Dog Conservancy.....
3. Ministry of Environment and Tourism.....
4. Okamatapati Conservancy
5. Otjituuo Conservancy
6. Ozonahi Conservancy
7. Resettlement Farms
8. Waterberg Conservancy

Note:

Resettlement Farms are: Elandsweide (A, B, C, D, E)

Affirmative Action Farms are: Jachtplaats (A & B), Okomiparara, Otjihevita, Oupiu & Ringklip