Constitution

of the

WINDHOEK GREEN BELT LANDSCAPE ASSOCIATION

December 2012
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Constitution of
The Windhoek Green Belt Landscape Association

PREAMBLE

WHEREAS land owners, managers and administrators, both civil society and government, have come together to form a membership based non-profit Association to be known as the Windhoek Green Belt Landscape Association,

AND WHEREAS the purpose of the Association is to promote and facilitate sustainable land management and development in the area of the Khomas Hochland including the Daan Viljoen National Park

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 Windhoek Green Belt Landscape (WGBL)

AND WHEREAS the aim of the membership of the Windhoek Green Belt 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 beyond their adherence to the broad principles contained in this constitution,

NOW THEREFORE the members of the Windhoek Green Belt Landscape Association have agreed as follows:

1. Establishment of the Windhoek Green Belt Landscape Association

1.1 There is hereby established a voluntary association, not for profit, under the name of the Windhoek Green Belt 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 Windhoek Green Belt Landscape”.

2
1.2 The **Windhoek Green Belt 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 Windhoek Green Belt Landscape, whose boundaries may change from time to time, as new members join or members leave the Association.

1.3 Further, the Association shall invite as partners and advisors such organizations and individuals that have a track record and/or demonstrated desire to work in a strictly advisory or supportive capacity to constructively and mutually support the cooperation towards the Vision, Purpose, Objectives and Principles of the Association. Such organisations and individual shall not have voting powers under this constitution.

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 Windhoek Green Belt 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 Windhoek Green Belt 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 Windhoek Green Belt Landscape (WGBL) 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 WGBL 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 WGBL, so as to enhance the management and ecological and socio-economic viability of the WGBL to the mutual benefit of all partners.

2.3.6 To harness the ecological, social and economic viability, sustainability and competitiveness of the WGBL as a model of collaborative management that could be further replicated elsewhere.

2.3.7 To explore ways of jointly marketing the WGBL and create synergies between the individual economic and financial activities and initiatives of the members to enhance the development of the overall WGBL to the mutual benefit of all members.

2.3.8 To explore the further expansion of the current WGBL as new potential members seek to join the WGBL and the Association to manage the WGBL.

2.3.9 To use the WGBL 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.

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 Daan Viljoen Game 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.

4.3 Criteria for membership in the Association are contained in sub-paragraphs 1.2 and 1.3.

4.4 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.

4.5 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.

4.6 Members owning land or being authorized administrators and managers of land within the WGBL, 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.

4.7 Members shall not attempt to needlessly frustrate collaboration on the implementation of the “Collaborative management and Development Plan of the Windhoek Green Belt 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:

- Farm Augeigas (Engelbrecht)
- Farm Augeigas (Haynes)
- Farm Augeigas (Rautenbach)
- Farm Augeigas (Snyders)
- Farm Augeigas (Van de Westhuizen)
- Daan Viljoen Game Park
- Farm Düsternbrook
- Farm Godeis (Adamdam)
- Farm Godeis (Einhorn)
- Farm Hochfels
- Farm Malabar
- Farm Monte Christo North
- Farm Onduno
- Farm Ongos (Tubessing)
- Farms Otjiseva
- Farm Otjompaue

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 simple 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 simple majority 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, 5.5 and 5.6, or in any way bringing disrepute to the good name of the Association or the Windhoek Green Belt 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 or without representation by proxy. The decision whether to expel shall to be taken at the next ordinary meeting by a two thirds majority vote.

5.6 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.

5.7 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 sub-paragraph 5.2.

6. **Representation on the Association**

6.1 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.

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

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

6.4 The voting members shall appoint a Chair and a Vice-Chair and Treasurer. These three positions may be filled by voting members representing either civil society or government, save that the positions of Chair and Vice-Chair 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.

6.5 At least one of the Chair and Vice-Chair, and at least one other voting member representing member organisations 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.

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 Windhoek Green Belt 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 WGBL and the Association;

7.4 to ensure that the WGBL generates economic opportunities for members and adjacent or neighbouring non-members, particularly where neighbouring non-members are affected negatively by the WGBL, and for the country in general;

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 WGBL;

7.7 to evaluate and review best practices in the collaborative management of the WGBL and to suggest policy guidelines, and to share such information with other relevant bodies;

7.8 to market the WGBL initiative, its attributes, enterprises and its participants, and to promote co-marketing and collaborative economic initiatives between members;

7.9 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;

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 WGBL 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 6.5 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 WGBL 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 WGBL and the Association;
- advocate on behalf of the Association and the WGBL;
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 Minutes shall be tabled for adoption at the next Ordinary meeting at which there is a quorum. If the resolutions from the non-quorate meeting are confirmed by a simple majority 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 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, the AGM will proceed and stand, but any provisional resolutions taken, shall be confirmed at the subsequent Annual General Meeting with a quorum.

10.5 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).

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.

10.6 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.

10.7 Members shall be given at least 30 days written notice of Ordinary meetings and AGMs, unless members agree to waive 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 14 days before meetings.

10.8 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 14

10.9 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.

10.10 A Special General Meeting may be called 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. fifty percent plus one of the voting membership shall constitute a quorum.

10.11 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.

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 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.

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 WGBL, 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 15 working days from receiving such written 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 “PAMAN” for arbitration (to be held in Windhoek, in accordance with the provision of the Arbitration Act 42 of 1965).

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 WGBL (or in the Daan Viljoen Game 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 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 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 Daan Viljoen Game 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 of a proposed resolution to dissolve the Association shall have been given to all members.

13.2 The members present at the Special General Meeting convened in terms of sub-paragraph 13.1 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 and the proposed amendment is announced in writing to all members at least 30 days prior to the meeting.

Adopted at ____________________ on this______ day of _______________ 2012
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