




**The Msunduzi Association of
Residents, Ratepayers and Civic
Organisations (Hereafter MARRC)
Constitution**

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1. PREAMBLE

Msunduzi residents, ratepayers, various civic (social and business) associations hereby establish a municipal wide voluntary association called The MSUNDUZI RESIDENTS, RATEPAYERS & CIVIC ASSOCIATIONS (MARRC) in order to monitor and provide oversight on following matters in the public interest:

- Service delivery;
- Accountability and appropriate rates and tariffs levied;
- Landfill site and waste disposal management;
- Building and development processes;
- Leadership and administrative justice;
- Reliable, consistent municipal functionality; and
- Following the principles espoused in the Constitution and all legislation affecting municipalities

1.1 MARRC PLEDGE OF ACTIVE CITIZENRY

*All members of MARRC shall promote active citizenry. Active Citizenry in MARRC entails solution-driven activities to promote effective service delivery, social justice, accountability, unity and Ubuntu across the Municipal area of jurisdiction. Ubuntu means "humanness" and is expressed in Zulu as "umuntu ngumuntu ngabantu" (a person is a person because of people). Consequently, Ubuntu incorporates relationships of reciprocal respect and responsibility between individuals and communities. The major purpose of MARRC hence is active citizenry in order to meet our objectives **in the public interest**. MARRC is constituted independently of government and is always accountable to the communities it represents and serves.*

2. NAME, IDENTITY & INTENT

2.1 The name of the voluntary association shall be the MSUNDUZI RESIDENTS, RATEPAYERS AND CIVIC ASSOCIATIONS (MARRC)

2.2 MARRC is a non-profit voluntary and non-political Civic Movement, representing various constituencies in different localities within the Msunduzi Municipal area of jurisdiction. The

constituencies may have different challenges, a diversity of views and opinions, but the same overall intent in the public interest.

- 2.3 The intent is to monitor and provide oversight activities of the Municipality in accordance with the South Africa Constitution Act No 108 of 1996 (hereafter "the S.A. Constitution") and the Promotion of Equality and the Prohibition of Unfair Discrimination Act No 4 of 2000 (hereafter the Equality Act) and any other relevant legislation, bylaws and policies
- 2.4 The offices of MARRC shall be situated in Pietermaritzburg and operate primarily within the Msunduzi Municipal area of jurisdiction.

3. PRINCIPLES

- 3.1 MARRC and its members are bound by the rights, duties, obligations and values as stipulated in the South African Constitution.
- 3.2 All members of MARRC are expected to accord respect for the culture, language, age, race, gender and sexual orientation of everyone in accordance with the Bill of Rights as stated in the South African Constitution;
- 3.3 All members of MARRC are expected to strive to contribute to the progressive realization of the socio-economic and universal accessibility rights and to improve the quality of life of the *people they serve*;
- 3.4 Members agree to promote skills development and capacity building wherever possible through the Association's endeavours; and
- 3.5 Members strive to redress disadvantage in all its forms arising from past patterns of discrimination
- 3.6 MARRC will strive to provide support to ratepayers and residents associations (RRA's) and other civic associations that are members of MARRC e.g. Developing policy, succession planning, capacity building, procedural and in dealing with other substantive matters.

4. VISION, MISSION, VALUES & CODE OF CONDUCT

- 4.1 The MARRC vision to promote and work towards is a Msunduzi Municipal area in which all its people are accorded social justice, respect and dignity by the provision of equitable services.
- 4.2 The Mission is to engage with the Msunduzi Municipality, Sector Departments, interested and affected parties in accordance with our principles in order to promote services that:

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- a) are efficient, affordable, reliable and cost effective and effected by the transparent levying of justifiable and reasonable, agreed-upon rates that are not inflated.
- b) enhance public safety for all;
- d) abide by and enforce by-laws and the Municipal Systems Act (32 of 2000), including Section 16 which ensures equitable and transparent consultation; and
- e) Enhance environmental protection, universal access, sustainability and cleanliness in accordance with NEMA and all its updates.

4.3 MARRC subscribes to the "Independent NPO Code"¹ of conduct and leadership as is discussed in detail in Annexure A² and endorses the following values and leadership criteria held therein:

Ensuring adherence to eight basic values:

1. Fidelity to purpose;
2. Altruism and benevolence;
3. Integrity;
4. Optimising resources;
5. Avoid conflicts of interest and self-dealing;
6. Equity and anti-discrimination;
7. Democracy and empowerment, and
8. Independence and impartiality.

Ensuring good leadership in six key areas:

1. Vision, purpose and values;
2. Accountability and transparency;
3. Fundraising, sustainability and risk management;
4. Collaboration and synergy;
5. The governance structures; and
6. Procedural governance including policy development and succession planning." (Please see Annexure A for a detailed discussion of the Code)

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¹ (Source: Richard Rosenthal (2012: v), Working Group on The Independent Code of Governance for Non-profit Organisations in South Africa c/o Inyathelo – The South African Institute for Advancement.

² All Annexures to this constitution are informants to the constitution, can change from time to time at the discretion of the Management Committee, and do not require a constitutional amendment when changes to Annexures are affected.

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5. LEGAL STATUS

- 5.1 MARRC comes into being on the date of signature endorsing this constitution as is shown on the final page of this constitution.
- 5.2 MARRC is a legal persona operating in its own name, which can litigate and can be litigated against in its own name;
- 5.3 Members are not responsible for the liabilities of MARRC and liability of members is restricted to payment of an annual membership fee as determined from time to time by the Management Committee.
- 5.4 MARRC has juristic capacity and contractual competence, which competence is exercised by the MANCO (as defined in section 14) for the benefit of MARRC.
- 5.5 All assets owned by MARRC which include funds, minute book, furniture and other moveable property remain in the property of MARRC at all times and shall be used by the MANCO for the benefit of the Association; and
- 5.6 MARRC is registered with the Directorate in the Department of Social Development for fundraising and financial accountability purposes.

6. OBJECTIVES

- 6.1 To support and advise residents, ratepayers, socio-economic and civic associations in their efforts to promote efficient, sustainable service delivery and accountability from Msunduzi municipality, and any other relevant organs of state in South Africa;
- 6.2 To institute class actions on behalf of any or all its member associations against any organ of state or any other person, whether personal or judicial in accordance with the objectives of MARRC
- 6.3 To provide a forum for dialogue, linkage and learning for the exchange of views and information on relevant matters with all member associations and beneficiaries;
- 6.4 To represent the views of its members to relevant bodies, public authorities, Chapter 9 institutions and to other interested organizations and persons at a local, provincial and national level;
- 6.5 To participate in all public structures and events of the Msunduzi Municipality and other sector department that serve the interest of its member's e.g. Council Meetings, IDP, SDF, Integrated Water Management Plan and Environmental Management Plans.

- 6.6 To strive to ensure and facilitate the delivery of non-political, transparent, fair and equitable, efficient and cost-effective services within the Msunduzi Municipal area of jurisdiction;
- 6.7 To build capacity and skills in accordance with the principles of the Association;
- 6.8 To promote partnerships, collaboration and active citizenship with organisations primarily within the Msunduzi area of jurisdiction.

7. FINANCIAL ACCOUNTABILITY

- 7.1 The finances of MARRC shall be under the control of MANCO.
- 7.2 In addition to the general powers accorded a voluntary association, MARRC shall be competent to:
- a) Open and maintain a banking account at any banking institution in the name of the Association. Three MANCO members must act as signatories on all financial transactions;
 - b) Raise the necessary funds for the attainment of its objectives provided that:
 - (i) MARRC may not accept any donation which is revocable at the whim of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of Section 18A of the Income Tax Act No 58 of 1962 as amended (hereinafter referred to as "the Tax Act");
 - (ii) a Donor³ may not impose conditions that could enable such donor, or any connected person (as defined in the Act) in relation to such donor, to derive some direct or indirect benefit from such a donation.
 - c) Make such rules as are necessary in order to safeguard the financial integrity of the Association's financial accounts, place limitations on expenditure and investment of such funds and for any other matter concerning the financial regulation of the Associations accounts;
 - d) Acquire, dispose of and in other manner whatsoever, deal in property, movable and immovable.

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³ Other than a Donor which is an approved Public Benefit Organization or an Institution, Management Committee or Body which is Exempt from Tax in terms of section 10(1) (CA)(i) of The Act, *which has as its sole purpose the carrying out of any public benefit activity as defined in the Act*

- 7.3 MARRC is not an association for gain. Its income and expenses shall be applied solely towards the promotion of its objectives and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profits to the members, officers or employees, provided that:
- (i) MARRC shall be entitled to remunerate any officer, employee, or service provider; and
 - (ii) MARRC will not pay any remuneration, as defined in the Fourth Schedule of the Act, to any employee, office bearer or other person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered; and
 - (iii) such payments will not economically benefit any person in a manner that is not consistent with MARRC's objects.
- 7.4 MARRC shall be prohibited from using its resources in order to support, advance, or oppose any political party.
- 7.5 The date of the financial year-end is 28 February.
- 7.6 MANCO shall appoint a registered Chartered Accountant to provide an Independent Review of its finances on an annual basis. The records and books of account shall be preserved for a period of five years and MARRC shall comply with such reporting requirements as may be determined by the Commissioner for the South African Revenue Service from time to time under section 30(3)(e) of the Act.
- 7.7 MARRC 's operations shall be based in the Republic of South Africa.
- (i) At least 85% of funds received in the Republic of South Africa (as well as any funds derived from such funds) shall be spent in the Republic of South Africa; and
 - (ii) 85% of time expended in relation to the funds received in the Republic of South Africa shall be expended in the Republic of South Africa, unless the Minister of Finance directs otherwise

8. LIMITATION OF LIABILITY

- 8.1 MARRC may not give any of its money or property to its members or office bearers. The only time it can do this is when it pays for work that a member or office bearer has done on behalf of the Association. The payment must be a reasonable amount for the work that has been undertaken.
- 8.2 MARRC shall exist in its own right, separately from its members, may own property and other possessions and may sue and be sued in its own name.

8.3 MARRC continues to exist even when its membership changes and there are different office bearers.

8.4 Members or office bearers of MARRC do not have rights over things that belong to the Association.

9. MEMBERSHIP

9.1 The following shall be entitled to be members of MARRC:

(i) two representatives nominated by each locality-based Residents and Ratepayers Associations within the Msunduzi area of jurisdiction.

(ii) two nominated representatives of organizations as approved by MANCO.

9.2 An annual membership fee, determined by MANCO, shall levied from each Representative Member as stated in 9.1

9.3 The following activities will be accorded to MARRC members;

(i) Support and mentorship;

(ii) Capacity building, training & development;

(iii) Linking and learning amongst RRA's;

(iv) Legal support, expert advice on matters in keeping with the objectives of MARRC;

(v) Access to resources developed by MARRC;

(vi) Organizational development; and

(vii) Attendance at local, provincial, national, regional and international conferences and workshops.

10. COMPOSITION

10.1 MARRC comprises all constituted RRA's and relevant organizations afforded membership in accordance with the objectives, values, and principles MARRC.

11. ACCOUNTABILITY

11.1 All MARRC members support and prescribe to the Independent Code of good and ethical corporate governance and accountability as is shown in detail in Annexure A.

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12. ROLES & RESPONSIBILITY OF MARRC

- 12.1 A member of MARRC shall be appointed as the official spokesperson of MARRC subject to the ratification of MANCO;
- 12.2 Collects membership fees from its members;
- 12.3 Provides training/capacity building to members and where required in terms of its public service;
- 12.4 Regularly communicates with all members.
- 12.5 Provides conflict resolution
- 12.6 *All member organizations shall advise MARRC of changes to individual constitutions and office bearers.*
- 12.7 All member organizations shall communicate with MARRC by means of verbal and written reports as determined in the MARRC meetings

13. ANNUAL & SPECIAL GENERAL MEETINGS

- 13.1 The Annual General Meeting (AGM) shall be held no later than three calendar months after the financial year end and shall be convened by the Chairperson or as determined by MANCO;
- 13.2 The AGM shall have the following responsibilities:
 - a) To receive reports from the MANCO (Chairperson and Treasurer);
 - b) To examine audited financial statements and reports of the previous year;
 - c) To deal with amendments to the Constitution which required 66% of the membership, should this not be achieved a Special general meeting is required;
 - d) To elect the membership of the Management Committee.
- 13.3 To appoint the auditors'/accounting officials for the ensuing financial year;
- 13.4 To consider any written suggestions, resolutions or motions to the agenda;
- 13.5 *A quorum at an AGM shall be 50% plus 1 (fifty percent plus 1) of total membership of MARRC and the required majority required to pass such resolutions shall in turn be 50% plus 1 (fifty percent plus 1) of the stated quorum;*
- 13.6 Should a quorum not be present at an AGM; such a meeting shall be adjourned until a date at least seven (7) days after the scheduled date. Notice of such a postponement shall be given to all members, no fewer than five (5) days prior to such a postponed date. The numbers of members present at the postponed meeting shall be considered a legal quorum;

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- 13.7 Voting shall take place by means of a show of hands, whereas it shall be by means of a ballot-paper should the Chairperson thus decide or should it be requested by at least one third (1/3) of the members present;
- 13.8 Correct minutes shall be kept at each AGM and a register shall be kept of all members present. The minutes shall be signed by the Chairperson and shall be available for inspection by members after three (3) days' notice to the Secretary;
- 13.9 Nominations for members of the MANCO (with the necessary seconders) shall be in writing on the subscribed nomination form. A member may appoint a proxy to attend the AGM and vote on his/her behalf, provided the Member has signed a proxy form and is entitled to vote. These forms shall be handed to the Chairperson six (6) days before the AGM;
- 13.10 Members attending the AGM shall be entitled to vote on any resolution and to vote for candidates for election to the MANCO provided that their annual subscription fees, if any, are fully paid up to date.
- 13.11 The Secretary shall call a Special General Meeting on receipt of a written request from the Chairperson following a Committee decision, or on receipt of a requisition signed by no less than 25% (twenty-five percent) of paid-up Members, indicating in writing the agenda for said Special General Meeting.
- 13.12 Notice of meetings shall be 14 calendar days and shall be given by email, SMS or by any other means elected by a particular member. A notice dispatched to the last address of a member, as made known to the Secretary of MARRC shall be valid.

14. THE MANAGEMENT COMMITTEE (MANCO)

- 14.1 MARRC Management Committee (hereafter MANCO) shall be elected at the AGM from the body of representatives nominated by the associations making up the MARRC and decision-making shall be in accordance with the principles, values and intent of MARRC.
- 14.2 The management committee will be made up of not less than six (6) office-bearers.
- 14.3 The first MANCO consists of the signatories of this constitution who shall elect a Chairperson, Vice Chairperson, a Secretary, a Treasurer and additional members from their ranks;
- 14.4 The MANCO must convene an Annual General Meeting of all members annually after the election of the first MANCO with the purpose of selecting a new MANCO consisting of:
- a) Chairperson
 - b) Vice Chairperson
 - c) Treasurer
 - d) Secretary

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e) Three Additional Members

14.5 The MANCO shall establish such sub-committees as it feels are necessary and may co-opt further members to assist with additional activities and / or projects.

14.6 The term of office for MANCO members is two years on condition that:

- a) 50% of its office bearers may be re-elected for a second term;
 - (i) Members may serve for four consecutive years.
 - (ii) Any member may be co-opted to MANCO

14.7 All members of the MANCO shall continue in office until such time as they complete their term of office, resign or are removed from office or membership is unpaid;

14.8 The following provisions shall apply with respect to a MANCO membership:

- a) Where the number of MANCO members falls below five (5) as a consequence of members ceasing to hold office one month after an AGM, the remaining MANCO members shall be empowered to appoint successors to the Management Committee, and such appointed membership shall be valid up to the next AGM when nominations must be sought.
- b) A MANCO member shall be entitled to resign as such by delivering written notice to that effect to his/her co MANCO members;
- c) The MANCO may co-opt further persons to fill vacancies or as Ex-officio
- d) Co-opted MANCO shall be persons of good standing.

14.9 A MANCO member shall vacate his/her office as such if:

- a) he/she completes their term of office, resigns; or
- b) is found to be of unsound mind or
- c) he/she becomes insolvent or (being a corporate body) is wound up or placed under judicial management whether provisional or final, voluntarily or under compulsion, or assigns his/her estate for the benefit of or compounds with his/her creditors; or
- d) he/she becomes disqualified to act as a director of a company in terms of the laws applicable to companies of the Republic of South Africa; or
- e) he/she fails to attend three consecutive meetings of the MANCO without having been excused from attendance by the remaining MANCO members; or
- f) he/she is voted out of office by resolution of two thirds of the remaining MANCO members.

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15. MEETINGS OF THE MANAGEMENT COMMITTEE

- 15.1 Subject to the MANCO members giving effect to the objects of MARRC in administering MARRC and its affairs generally, they shall adopt such procedures and take administrative steps, as they shall from time to time deem necessary and advisable. They shall meet together for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit. Provided that meetings shall be held at least quarterly;
- 15.2 Notice of meetings shall be no less than seven (7) calendar days and shall be given by email, SMS or by any other means elected by a particular member. A notice dispatched to the last address of a member as made known to the Secretary of MARRC shall be valid;
- 15.3 A quorum of no less than 50% plus 1 of the MANCO membership shall be needed for meetings of the Management Committee;
- 15.4 A written resolution, signed by sufficient of the MANCO members to constitute a quorum, shall be as valid and effectual as if it had been passed at a meeting of the MANCO duly called and constituted. These resolutions shall be recorded and ratified at a subsequent meeting of the MANCO at which there is a quorum;
- 15.5 Meetings may be held by MANCO members simultaneously in more than one place, provided that the persons involved are linked by telephone, video, teleconference or other facilities such as to enable them to communicate and participate in the business of the meeting, as if actually present together at the same time and place;
- 15.6 The MANCO members shall be entitled to nominate one or more MANCO member, or delegate their authority, to any person or persons selected by them, both for the purpose of management of MARRC and the signing and execution of all documents of any nature relating to the carrying out of the purposes of MARRC, including documents in connection with the investment and realization of MARRC's assets.

16. MANCO MEMBERS RESPONSIBILITIES

- 16.1 To convene and attend all meetings of MANCO, regular and extraordinary;
- 16.2 To participate, where possible, in activities of MARRC;
- 16.3 To represent MARRC at relevant forums and public events;
- 16.4 To maintain regular communication and good working relationship with all organizations, individuals and resident and ratepayer associations affiliated to MARRC and partner-organizations, including donors/sponsors;

- 16.5 To provide support and guidance to the chairperson and other office bearers;
- 16.6 To carry out any incidental functions necessary for the achievement of the vision, mission and objective of MARRC;
- 16.7 To oversee the overall management of MARRC;
- 16.8 To develop policy;
- 16.9 To establish and facilitate sub-committees or similar structures as they deem necessary/fit;
- 16.10 To co-opt members to the MANCO as they deem necessary/fit to serve on the abovementioned sub-committees (to ensure adequate expertise);
- 16.11 To solicit and oversee correct management of the Association's funds
- 16.12 To develop detailed portfolio descriptions with all MANCO Members (***Please see Annexure B for the detailed portfolio description and office bearer's roles and responsibilities that is revised after each AGM***)

17. RESPONSIBILITIES OF CHAIRPERSON

- 17.1 Preside over all gatherings and meetings or unless otherwise delegated;
- 17.2 Represent MARRC or unless otherwise delegated;
- 17.3 Ensure the implementation of the Strategic Plan, the Succession Plan, fundraising and other policies and procedures;
- 17.4 *Guide discussions and ensure agendas are followed;*
- 17.5 Hold other MANCO and Sub-Committee members accountable;
- 17.6 Ensure that agreed upon decision-making rules are followed.
- 17.7 To facilitate the detailed development of portfolio descriptions, roles and responsibilities of office bearers as annexures to the constitution. All Annexures to this constitution are informants to the constitution and can change from time to time at the discretion of the MANCO and do not require a constitutional amendment when changes to Annexures are affected.
- 17.8 To address matters as discussed in detail in Annexure B

18. RESPONSIBILITIES OF TREASURER

- 18.1 Serve as a custodian of MARRC's finances;
- 18.2 Oversee all financial documents and all records relating to monies received, spent, and invested;
- 18.3 Ensure proper auditing of all records, documents and assets;

- 18.4 Oversee financial systems of MARRC;
- 18.5 Account to the MANCO and AGM on the finances of MARRC;
- 18.6 Monitor compliance with legal requirements about finances;
- 18.7 Ensure that MARRC is accountable and transparent in all of its financial dealings;
- 18.8 To address matters as discussed in detail in Annexure B

19. RESPONSIBILITIES OF SECRETARY

- 19.1 Serve as a custodian of MARRC's records;
- 19.2 To dispatch notices of meetings and record minutes;
- 19.3 To address administrative matters as developed in Annexure B from time to time.

20. SUBSCRIPTION

- 20.1 MARRC shall fix the annual subscription for each member at the AGM.
- 20.2 The Committee shall keep an updated register of all members and include details as prescribed by MANCO from time to time.

21. CONFLICT OF INTEREST

- 21.1 MANCO and MARRC members may enter into contractual agreements with MARRC on condition that the terms and conditions of the contract are documented and presented to a full MANCO for review and approval in the absence of the parties involved in the contract;
- 21.2 In review of such contracts, the MANCO will ensure the terms and conditions in no way prejudices MARRC.
- 21.3 All MARRC members abide by the conflict of interest policy as developed by MANCO and held in Annexure A.

22. DISCIPLINARY PROCEEDINGS

- 22.1 The Committee shall have the power to take such action/s as it deems fit against any Member for failing to comply with, or for contravening, this Constitution or any Resolution taken by MARRC and/or its Committee; and
- 22.2 The Committee is further empowered in general to take such action/s against any Member who acts in a manner which at the discretion of the Committee is deemed detrimental to the

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best interests of MARRC and its members, or brings MARRC into disrepute, which action/s shall include, but not limited to, expulsion or suspension of said member.

23. CONFIDENTIALITY & DISCLOSURE

- 23.1 During the course of a term of duty, a committee member will have access to confidential information, not only of MARRC, its employees and volunteers but also of its users and numerous others. The committee member will appreciate that it is therefore a condition of his/her term that he/she does not divulge any confidential information to any person or persons, the media, or anybody whatsoever relating to the business or affairs of MARRC, to which he/she may have access.
- 23.2 The committee member shall hand over all information and documents (including but not limited to any training materials, standards or operating manuals and equipment) including any and all copies or reproductions thereof in whatsoever manner or form to MARRC on giving or being provided with notice of termination of the committee member's membership with MARRC.
- 23.3 MARRC recognises that its members have the right to speak out on issues of concern as private individuals. However, all public statements about MARRC's activities, policies and stance on any matter, may only be made by a designated MARRC spokesperson as approved by MANCO.

23.4 Books and Papers

All records, books, reports, files, papers, correspondence, magazines, booklets, pamphlets prepared by or on behalf of the MARRC relating to the business of MARRC whether in hard or electronic form ("the documents") which come into the committee member's possession during his/her participation in MARRC activities shall remain the sole property of MARRC. The documents shall remain on MARRC's premises or at such other places as it may direct. The committee member shall deliver the documents to MARRC at any time on request. Save for the purposes of the MARRC's business, the committee member shall not make or retain copies of or extracts from the documents. Upon termination of the committee member's membership, the committee member shall forthwith return to MARRC, the documents in the committee member's possession or under the committee member's control.

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23.5 Authorship

The member hereby cedes assigns and makes over unto and in favour of the MARRC, all rights that s/he may have or may acquire in and to the aforesaid material and which material shall be given up by the member whenever MARRC requires him/her to do so or on termination of membership for any reason whatsoever. This clause specifically excludes author's rights, which are natural rights and cannot be ceded e.g. the right to be named as the author, the right to oppose mutilation of the work or the use thereof without the standard citation of sources and the permission of the author when required in accordance with copyright legislation.

24. AMENDMENTS TO THE CONSTITUTION

24.1 The Constitution may only be amended by the agreement of at least 2/3 (two thirds) of the members present at an AGM and or a Special General Meeting convened for the purpose of the constitutional amendment.

24.2 A copy of any such amendment, revocation, or new provision and shall:

- a). if MARRC is exempted from payment of normal, tax or authorized to issue receipts under section 18A of the Act, be sent for their records to the Commissioner for the South African Revenue Services or his authorized representative;
- b). if MARRC is registered as a non-profit organization, be sent to the Directorate of Social Development addressing matters of Non-Profit Organisations.

24.3 All Annexures to this constitution are informants to the constitution. They are revised from time to time at the discretion of the Management Committee and a constitutional amendment is not required when changes to Annexures are affected.

25. DISSOLUTION

25.1 The decision to dissolve MARRC shall be taken at a Special General Meeting of MARRC. Members shall receive written notice of such a meeting at least twenty-one (21) calendar days before the meeting. The organisation may close down if at least two-thirds of the members present and voting at a meeting convened for the purpose of considering such matter, are in favour of closing down.

25.2 In the event of dissolution, the proceeds and any assets of MARRC shall be transferred to a non-profit organisation with similar objectives as decided on by the MANCO, which if MARRC is exempt from income tax, donations tax and estate duty, under the relevant laws of the country is/are:

- a) Any similar public benefit organisation, which has been approved in terms of section 30 of the Act;
- b) any institution, MANCO or body which is exempt from income tax in terms of section 10(1)(CA)(i) of the Act, which has its sole or principal object the carrying on of any public benefit activity; or
- c) any department of state or administration in the national or provincial or local sphere of government of the Republic, contemplated in section 10(1) (a) or (b) of the Act; and
- d) if MARRC is registered as a Non-Profit Organisation, which are themselves registered as Non-Profit Organisations.

25.3 Such transfer shall only be concluded after consultation with the major donors of MARRC and with the approval of such donors where funds have still not been applied to the purpose to which they were donated.

26. The organisation may close down if at least two-thirds of the members present and voting at a meeting convened for the purpose of considering such matter, are in favour of closing down.

26 SIGNATORIES TO THE CONSTITUTION

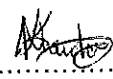
26.1 This Constitution of the Msunduzi Association of Residents, Ratepayers and Civic Organisations was adopted at the inaugural MARRC Meeting in Pietermaritzburg and was then signed on this day of 19 Month May 2020 at Pietermaritzburg


Full Name: Anthony Waldhausen

Signature 

Chairperson Msunduzi Association of Residents, Ratepayers & Civic Organisations Association representing all Members as listed in Annexure C

WITNESSES

1. Full Name Kanthamala Naidoo Signature 

2. Full Name Jacyn-Leigh Fanner Signature 

ANNEXURE A: THE INDEPENDENT CODE

ARW #
19 #

ANNEXURE B: PORTFOLIO OF ROLES & RESPONSIBILITIES

**ANNEXURE C: TABLE OF MARRC MEMBERS THAT ADOPTED
THE CONSTITUTION**

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