



KWAZULU NATAL CSO COALITION

CONSTITUTION

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1. PREAMBLE

The growth of civil society sector in South Africa has necessitated a need formalize to amplify its voice as a sector in South Africa. As a distinct sector that has pioneered (and continues to pioneer) a range of approaches and programmes to address critical societal challenges, the time to combine efforts collectively has never been more critical.

The changing nature of the country's political, social, economic and institutional landscape has prompted the sector the way it operates within this contested space. It needs to make its voice heard and this can only be done by recognising the commonality of its work and coming together in a structured way, in order that it may:

- Engage its constituencies more effectively;
- Consolidate existing resources and access new ones;
- Explore new ways to engage Government where it matters most;
- Provide a platform for debate and engagement on matters of common interest;

Against this background, CSOs in KwaZulu Natal have decided to work together to establish a representative structure, whose purpose is to coordinate, facilitate, support and the work of its members in order to maximise their development impact as encapsulated in the National Development Plan (NDP) and contribute towards the transformation of the KwaZulu Natal province through:

- a) Engagement on policy and development issues;
- b) Lobbying and advocacy;
- c) Capacity building and information sharing activities;

2. Name.

2.1 Name of the coalition

The name of the coalition shall be "KwaZulu Natal CSO Coalition".

2.2 The Acronym of the coalition

The acronym shall be "KZNCSOC".

3. Vision Statement

KZN CSO COALITION is a facilitating body harnessing the collective strength and wisdom of civil society to bring forth a changed and life – giving KwaZulu Natal.

4. Mission Statement and Values

4.1 Mission Statement

To support civil society's collective commitment to facilitate, promote and implement integrated sustainable socio-economic development in KZN.

4.2 The Values of the coalition

- Justice
- Inclusivity
- Integrity
- Equality
- Ethical engagement
- Honesty
- Accountability

5. Objectives of the KwaZulu Natal CSO Coalition

5.1 To build a voice for civil society, speaking across sectors and geographical areas.

5.2 To advocate for free and fair distribution of the provinces resources in addressing social and developmental needs.

5.3 To recruit and maintain membership to the facilitating body

5.4 To create a platform for harnessing the wisdom and the collective strength of civil society, to promote information sharing, opportunities and learning;

5.5 To create a platform to have ongoing dialogues with Government with a single united voice and matters that concern us.

6. Body Corporate

The Coalition shall;

6.1 Exist in its own right, separate from its Members.

6.2 Continue to exist even when its Membership changes and there are different Office Bearers.

6.3 Be able to sue and be sued in tis name.

6.4 Be able to own properties and other possessions.

7. Income and Property

7.1 The Coalition will keep records of all its assets.

7.2 The Coalition may not give, borrow or loan its monies and properties to its Members. Members can only be paid for services or work done for the Coalition and such payment must be reasonable and equal to the amount of services or work done.

7.3 A Member of the Coalition can only be reimbursed from the Coalition for the expenses that she or he paid for or on behalf of the Coalition.

7.4 Members and/or Office Bearers of the Coalition do not have the right over anything that belongs to the Coalition.

8. Definition of Terms

CSO shall mean organizations that are:

8.1.1 Voluntary: this means:

Voluntary means an organization created without any legal or statutory framework required for its formation.

8.1.2 Not-for-profit: this means:

This means that the entity exists not for personal or private gain.

8.1.3 Members: this means:

This means member organizations in good standing with the KZN CSO coalition.

9. Affiliation

9.1 Organizations shall be free to affiliate with KZNCSO provided they are constituted according to the policies and procedures of KZNCSO and that subscribe to the aims and objectives of the coalition.

9.2 Only member organizations in good standing with the coalition will be eligible to receive associational benefits as well as participating in the affairs of the coalition such as voting and representing it at any level and in any forum.

9.3 The process of affiliation shall be guided by the coalition's membership policy;

10. Structure

KZN CSO Coalition has the following structures:

1. Provincial Executive Council (PEC) – this means the structure is composed of representative members elected at the DEC;
2. District Executive Council (DEC) – this structure is similar to PEC, composed of a member from each district in KZN.
3. District Assembly – this structure is composed of representatives from all NGOs, CBOs, FBOs and any other civil society formation in each district in KZN.

11. Secretariat

This is the provincial office of the KZNCSO coalition.

12. Meetings

This section highlights the way meetings of the coalition shall be conducted, the quorum needed for a meeting to take place, ratification of decisions, adoption of resolutions, frequency of meetings and the mode of conducting the meetings including exceptional cases. This is to be done for each of the structures mentioned below.

12.1 Provincial Executive Committee

1. The PEC will be made up of members of the Executive Management Committee as well as one representative from each District Executive Committee (preferably the Chairperson).
2. The committee shall approve the agenda for the provincial assembly meeting;
3. The committee shall be responsible for taking decisions on errant members as well as adjudicating on any appeals arising as result of disciplinary process;
4. The committee shall be responsible to produce an annual report of the coalition and present it at the provincial assembly for deliberations;
5. The committee shall be form sub-committees/task teams on specific aspects of the coalition as it deems it fit and necessary for the business of the coalition;
6. The committee shall be responsible to oversee all the financial transactions of the coalition, working collaboratively with Executive Management Committee;
7. Co-opt additional support of any Member/s with the view to obtain expertise to the Provincial Executive Committee, if such expertise does not exist among the Members and Office Bearers. Such co-option must be only for that specific task or period or whatever circumstances warrant the expertise. Payment must only be for that specific task, period or the circumstance that warranted the expertise

12.2 District Executive Committee

1. The committee will be comprised of District Chairperson, Deputy chairperson, Treasurer and Secretary;
2. The work of the committee will be to promote the work of the coalition in their regions;
3. The committee will also be responsible for recruiting NGOs, CBOs, FBOs in their localities to be members of the coalition and to recommend them for membership to the coalition secretariat;
4. The committee will also be responsible for coordinating the submission of district resolutions with regards to the coalition matters including amendments to the constitution;
5. The committee will also be responsible for representing the coalition in various forums in their regions;
6. The committee will be responsible for planning, implementing and monitoring the activities of the coalition;
7. The committee shall supervise and exercise leadership over all matters of the district;
8. The committee shall be responsible for calling meetings in their respective regions as and when deemed necessary;
9. All such meetings shall be documented accordingly by way of minutes;
10. All the minutes will be signed by the District chairperson before submission to the coalition secretariat;
11. Attendance registers will be signed for all meetings;
12. The committee will be responsible for liaising with the coalition secretariat and all other structures of the coalition;

13. Co-opt additional support of any Member/s with the view to obtain expertise to the District Executive Committee, if such expertise does not exist among the Members and Office Bearers. Such co-option must be only for that specific task or period or whatever circumstances warrant the expertise. Payment must only be for that specific task, period or the circumstance that warranted the expertise.

12.3 District Assembly

1. The District Assembly shall comprise of members in good standing from each of the regions of the coalition.
2. The DEC shall determine the number of people attending per region according to prevailing circumstances and conditions;
3. At the same time the DEC shall, at its discretion, determine the number of voting delegates to the per region;
4. At least one provincial assembly shall be held once every calendar year.
5. A district assembly shall be called upon not less than two weeks' notice in writing to all members.
6. It shall be held at such time and place, as the DEC shall determine.
7. A 75% of members of the coalition shall form a quorum and decisions taken in such an assembly shall be considered binding and effective;
8. The business of this assembly shall be confirm the minutes of the previous assembly meeting and to review the reports of the DEC;
9. The assembly shall review the financial statements of the coalition;
10. Co-opt additional support of any Member/s with the view to obtain expertise to the District Assembly, if such expertise does not exist among the Members and Office Bearers. Such co-option must be only for that specific task or period or whatever circumstances warrant the expertise. Payment must only be for that specific task, period or the circumstance that warranted the expertise

13. Resignation

- The process of resignation shall be governed by the coalition's membership policy;

14. Communication

1. The KZNCSO head office will send out all correspondence, notices of meetings, agendas and other written advice or information to each member of the PEC.
2. All correspondence, notices of meetings, agendas and other written advice or information to any PEC member shall be sent to the last known address of the member as appearing in the register of members.

15. Finance

1. The books of account and financial statements shall be kept balanced during the financial year.
2. Proper books of account shall be kept of all sums of money received and expended by the KZNCSO, and shall be submitted to a firm of auditors to obtain an annual auditors report and yearly audited financial statements.
3. All financial transactions will be conducted by means of a banking account
4. All financial transactions will be governed by the coalition policy “Financial Policies and Procedures”;
5. All financial transactions will be conducted by means of a banking account;
6. June is deemed to be the Coalitions Financial Year End.
7. If the Organisation has surplus funds that it intends investing, such investment has to be with a Registered Financial Institution, as listed in section one (1) of the Financial Institutions (Investment of Funds) Act 1984. The Coalition has to ensure that its funds are adequately protected at all times.

16. Compliance with the constitution

1. This Constitution shall be the binding to all constituent structures of the coalition at the provincial and district levels.
2. All coalition members of the coalition shall comply with this Constitution and Code of Ethics, as well as all rules and regulations pertaining to administrative, procedural or disciplinary matters of the coalition;
3. The decision of the PEC and their interpretation of any such rules and regulations shall be final and binding to all members of the coalition.

17. Appeals, Complaints and Disciplinary Procedures

1. Appeals, complaints and disciplinary procedures regarding applications for membership, suspension and expulsion of members or office bearers, breaches of the Code of Ethics, or complaints of any other nature shall be governed by the relevant coalition policies regarding issues mentioned above.

18. Limit of liability and indemnity

2. With regard to claims against the coalition the liability of members of the coalition shall be limited to their membership contribution and all persons shall be deemed to contract and deal with the coalition on this basis.
3. No member organization and its constituents shall be liable for any debt incurred by the coalition

19. Amendments to the Constitution

1. The Constitution of the coalition may only be altered, varied or amended by a quorum at the annual general meeting (AGM).
2. The constitution of the coalition can only amended by least 75% of members present in an AGM, deemed as a quorum necessary to make the proposed amendment and have voted in favour of the proposed amendment.
3. Any proposed amendments shall be submitted in writing and circulated to all affiliate members not less than two months before the provincial assembly of the coalition convenes.

20. Dissolution of the Coalition

1. The coalition shall be dissolved at any time if not less than 75% of all members in good standing with the coalition, vote in favour of a resolution that the coalition be dissolved.
2. The dissolution of the coalition shall take place within ninety days from the date of resolution to such effect being accepted by members in terms of this clause;
3. Upon dissolution of the coalition, all remaining assets shall be donated to an institution not for gain whose aims and objectives are compatible with those of the coalition. If such an institution does not exist, the assets shall be held in trust until a suitable beneficiary is found.