

CONSTITUTION
OF
IEEE SOUTH AFRICA SECTION

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1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Constitution, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings:

1.1.1 "**Annual General Meeting**" means an annual general meeting of the members of the Association;

1.1.2 "**Annual Financial Statements**" means annual financial statements of the Association prepared in accordance with 16.5;

1.1.3 "**Association**" means the association created in terms of this Constitution;

1.1.4 "**Auditors**" means the auditors of the Association from time to time;

1.1.5 "**Chair**" means the chair of the Executive Committee as elected in terms of 12;

1.1.6 "**Commissioner**" means the Commissioner for the South African Revenue Service, as defined in section 1 of the Income Tax Act;

1.1.7 "**Constitution**" means the constitution of the Association recorded herein, including all Schedules, as amended from time to time;


1.1.8 "**Executive Committee**" means the executive committee contemplated in 12;


1.1.9 "**IEEE**" means The Institute of Electrical and Electronics Engineers, Incorporated, the office of which is at 3 Park Avenue, 17th Floor, New York, N.Y. 10016-5997, USA;

1.1.10 "**IEEE Bylaws**" means the bylaws of the IEEE, as amended from time to time;

1.1.11 "**IEEE Constitution**" means the constitution of the IEEE, as amended from time to time;

1.1.12 "**IEEE Governing Documents**" means the IEEE Constitution, IEEE Bylaws, IEEE Policies, the MGA Operations Manual, and any

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further policies or documents that may govern the IEEE from time to time;

- 1.1.13 **"IEEE Policies"** means the policies of the IEEE, as amended from time to time;
- 1.1.14 **"IEEE Worldwide Limited"** means a New York not-for-profit corporation that is exempt from federal income tax under the applicable laws of that jurisdiction and which is a wholly-owned subsidiary of the IEEE, with its office at 3 Park Avenue, 17th Floor, New York, N.Y. 10016-5997, USA;
- 1.1.15 **"Income Tax Act"** means the Income Tax Act, 58 of 1962, as amended from time to time;
- 1.1.16 **"Initial Members"** means those persons whose names appear in Schedule 2;
- 1.1.17 **"Member and Geographic Activities Department"** means the Member and Geographic Activities Department of the IEEE;
- 1.1.18 **"MGA Board"** means the member and geographic activities board of the IEEE;
- 1.1.19 **"MGA Operations Manual"** means the operations manual of the MGA Board, as amended from time to time;
- 1.1.20 **"Region"** means Region 8, as contemplated in the IEEE Governing Documents, comprising Africa, Europe, Greenland, Iceland, the Republics of the former USSR, and the Near and Middle East countries located west of Afghanistan and Pakistan;
- 1.1.21 **"Region Bylaws"** means the bylaws of the Region, as amended and/or revised from time to time;
- 1.1.22 **"Region Director"** means the Director for the Region for the time being and from time to time;
- 1.1.23 **"Schedule"** means the schedules annexed to this Constitution;

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- 1.1.24 **"Secretary"** means the secretary of the Executive Committee as elected in terms of 12;
- 1.1.25 **"Treasurer"** means the treasurer of the Executive Committee as elected in terms of 12;
- 1.1.26 **"Vice Chair"** means the vice chair of the Executive Committee as elected in terms of 12.

2. **INTRODUCTION**

The South African section of the IEEE was established on 5 August 1977 with the approval of the MGA Board. Prior to the creation of the Association in terms of this Constitution, the South African section of the IEEE did not have separate legal personality. The intention is that with effect from the creation of the Association in terms of this Constitution, the South African section of the IEEE shall continue to exist in the form of the Association.

3. **NAME**

The name of the Association is the IEEE South Africa Section.

4. **TERRITORY**


- 4.1 The territory of the Association, as approved by the MGA Board, is the Republic of South Africa (the **"Territory"**).
- 4.2 The Territory may be enlarged, reduced or otherwise altered by the Executive Committee, provided that the Executive Committee may only do so with the prior written approval of the MGA Board in accordance with the IEEE Bylaws.

5. **GOVERNING AND OPERATING DOCUMENTS**

The affairs of the Association shall be governed by, and the Association shall at all times operate in accordance with, this Constitution.

6. **LEGAL STATUS**

The Association:



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- 6.1 is a body corporate with a legal identity which is separate from its members and members of the Executive Committee;
- 6.2 shall continue to exist notwithstanding any changes in the composition of its members or Executive Committee;
- 6.3 shall be able to sue and be sued in its own name;
- 6.4 may enter into contracts in its own name; and
- 6.5 is further capable of performing all such acts as are necessary for the purpose of exercising its powers and carrying out of its duties.

7. **OBJECTS**

- 7.1 It is recorded that the purposes of the IEEE are:
 - 7.1.1 a scientific and educational purpose, directed toward the advancement of the theory and practice of electrical, electronics, communications and computer engineering, as well as computer science, the allied branches of engineering and the related arts and sciences - this purpose is achieved through, *inter alia*, the holding of meetings for the presentation and discussion of professional papers, the publication and circulation of works of literature, science and art pertaining thereto and any other activities necessary, suitable and proper for the achievement of this purpose; and
 - 7.1.2 a professional purpose, directed toward the advancement of the standing of the members of the professions it serves - this purpose is achieved through, *inter alia*, the conduct and publication of surveys and reports on matters of professional concern to the members of such professions, collaboration with public bodies and with other societies for the benefit of the engineering professions as a whole and the general public, and the promotion of ethical conduct. The IEEE does not engage in collective bargaining on such matters as salaries, wages, benefits, and working conditions are customarily dealt with by labour unions.
- 7.2 It is furthermore recorded that the IEEE strives to enhance the quality of life for all people throughout the world through the constructive

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application of technology in its fields of competence, and that it endeavours to promote understanding of the influence of such technology on the public welfare.

7.3 The Association is a non-profit organisation established as an IEEE section to promote the common interests of persons carrying on a particular kind of business, profession or occupation, with the principal objects of:

7.3.1 advancing the purposes of the IEEE;

7.3.2 advancing the theory and practice of the IEEE designated fields, being engineering; computer sciences and information technology; biological and medical sciences; mathematics; physical sciences; technical communications, education, management, law and policy; and

7.3.3 maintaining high professional standards among its members, within the Territory, in consonance with the IEEE Governing Documents and any applicable region bylaws.

7.4 In pursuance of its principal objects, the Association shall:

7.4.1 seek to identify and satisfy the needs of its members, chapters and societies, and formulate plans to meet these needs;

7.4.2 identify leadership and encourage the formation of chapters for societies having one hundred (100) or more Territory Members (as defined in 10.1.1) in the Association;

7.4.3 provide training for chapter officers;

7.4.4 provide publicity for chapter meetings, including the Association publication, if any;

7.4.5 provide financial support for chapter meetings, including reasonable speaker meal costs; and

7.4.6 support chapters seeking to host major society meetings.

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8. POWERS

8.1 The Association, acting through its Executive Committee or at general meeting, shall have all the powers necessary for it to carry out its stated principal objectives effectively. Such powers shall include, but not be limited to, the General Investment and Administrative Powers set out in Schedule 1.

8.2 Use of assets and funds

8.2.1 The Association shall utilise substantially the whole of its funds, including its assets and income, towards the promotion of the Association's principal objects for which it has been established.

8.2.2 The Association's financial transactions shall be conducted by means of a banking account in accordance with 16.1.

8.2.3 The members of the Association and the members of the Executive Committee may not directly or indirectly have any personal or private interest in the Association.

8.2.4 Substantially the whole of the activities of the Association shall be directed to the furtherance of its principal objects and not for the specific benefit of an individual member or minority group.

8.2.5 The Association shall not use any of its income, funds, or assets, directly or indirectly, to support, advance or oppose any political party.

8.3 Participation in certain schemes and operations

The Association may not knowingly and will not knowingly become a party to, and does not knowingly and will not knowingly permit itself to be used as part of, an impermissible avoidance arrangement contemplated in Part IIA of Chapter III of the Income Tax Act, or a transaction, operation or scheme contemplated in section 103(5) of that Act.

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8.4 **Payment of remuneration**

- 8.4.1 No portion of the funds or assets of the Association shall be paid or distributed directly or indirectly to any person (otherwise than in the course of furthering the Association's objectives).
- 8.4.2 The Association's objects may not, whether directly or indirectly, promote the economic self-interest of any employee of the Association or member of the Executive Committee, otherwise than by payment of reasonable remuneration to an employee.
- 8.4.3 The Association may not have a share or other interest in any business, profession or occupation which is carried on by any of its members or any member of the Executive Committee.
- 8.4.4 The Association may not pay to any employee, office bearer, member or other person any remuneration, as defined in the Fourth Schedule to the Income Tax Act, which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered.

8.5 **Reporting requirements**

The Association shall comply with such reporting requirements as may be determined by the Commissioner from time to time.

9. **SUBSECTIONS, CHAPTERS AND AFFINITY GROUPS**

- 9.1 Subsections of the Association ("**Subsections**"), chapters, being technical subunits of the Association, ("**Chapters**") and affinity groups, being non-technical subunits of the Section, ("**Affinity Groups**") may be established in accordance with the MGA Operations Manual.
- 9.2 The establishment, activities and operation of Subsections, Chapters and Affinity Groups shall be governed in accordance with the applicable provisions of the IEEE Governing Documents.

10. **MEMBERS**

- 10.1 The members of the Association shall be as follows:

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- 10.1.1 natural persons who are members of the IEEE in good standing and who reside within the Territory ("**Territory Members**"); and
- 10.1.2 IEEE Worldwide Limited (the "**Non-Territory Member**").
- 10.2 Territory Members are categorised in the following grades of membership:
 - 10.2.1 Honorary Member (HIEEE);
 - 10.2.2 Fellow (FIEEE);
 - 10.2.3 Senior Member (SMIEEE);
 - 10.2.4 Member (MIEEE);
 - 10.2.5 Associate Member (AMIEEE);
 - 10.2.6 Graduate Student Member (GSMIEEE); and
 - 10.2.7 Student Member (StMIEEE).
- 10.3 The status of Life Member, as defined in IEEE Bylaw I-102.2, may further be attained by a Territory Member as provided in the IEEE Bylaws, in which case the relevant abbreviation (as set out above) for that member may be preceded with an "L".
- 10.4 The member qualifications, privileges and the requirements for admission, transfer and severance pertaining to each grade of Territory Member are as specified in the IEEE Bylaws. For the avoidance of doubt, the aforesaid does not apply in respect of the Non-Territory Member.
- 10.5 The Executive Committee shall keep a register of Territory Members. Notwithstanding anything to the contrary contained in this Constitution, no person other than the Initial Members shall become a Territory Member unless and until that person's name is included in the register of Territory Members. Upon any person ceasing to be a member of the IEEE (and accordingly a Territory Member), the Executive Committee will remove the name of such person from the register of Territory Members. The Executive Committee shall not be required to keep a register of Non-

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Territory Members, however, the Executive Committee may from time to time take such measures as would enable it to confirm whether a particular entity is a Non-Territory Member.

10.6 As at the adoption of this Constitution in terms of 22.1, the members of the Association shall be the Initial Members (as Territory Members) and the Non-Territory Member.

10.7 Without prejudice to the Territory Members, who are all annual or long-term members of the Association, it is specifically recorded that the Non-Territory Member shall be considered a long-term member of the Association.

11. MEETINGS OF MEMBERS

11.1 Annual General Meeting

11.1.1 An Annual General Meeting shall be held within a period of fifteen (15) months of the adoption of this Constitution. Subsequent Annual General Meetings shall be held within three (3) months of the end of each financial year.

11.1.2 Annual General Meetings shall be convened by the Chair on not less than twenty-one (21) days' prior written notice to all Territory Members entitled to attend the meeting. This notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting. Notwithstanding the fact that the Non-Territory Member will not receive such notice, its authorised representative may attend (but not vote at) Annual General Meetings.

11.1.3 The business of an Annual General Meeting shall include:

11.1.3.1 the presentation and adoption of the annual report of the Chair;

11.1.3.2 the consideration of the Annual Financial Statements;

11.1.3.3 the election of Territory Members to serve on the Executive Committee for the following two (2) year period;

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- 11.1.3.4 the appointment of the Auditors;
- 11.1.3.5 other matters as may be considered appropriate.

11.2 **Other general meetings of members of the Association**

11.2.1 Other general meetings of members of the Association shall be convened at any time by the Chair or at the written request of:

- 11.2.1.1 the Executive Committee;
- 11.2.1.2 the lesser of twenty-five percent (25%) or seven hundred and twenty-six (726) of the Territory Members.

11.2.2 Any general meeting other than the Annual General Meeting shall be convened on not less than fourteen (14) days' written notice to all Territory Members. The notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting, provided that: should the Chair, having been requested to give such notice, fail to give it within seven (7) days of the request, the persons requesting the meeting shall be entitled themselves to give notice of and to convene the meeting. Notwithstanding the fact that the Non-Territory Member will not receive such notice, its authorised representative may attend (but not vote at) such meetings.



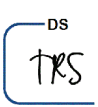
11.2.3 Any general meeting may be conducted entirely by telephonic or electronic communication.

11.3 **Chair**

The Chair of the Executive Committee shall serve as chairperson for all meetings of the Association. At the request of the Chair or in the absence of the Chair, the Vice Chair shall chair meetings of the Association.

11.4 **Quorum**

11.4.1 A quorum constituting a general meeting of members of the Association shall be the lesser of:

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11.4.1.1 seven hundred and twenty-six (726) Territory Members; or

11.4.1.2 twenty-five percent (25%) of the Territory Members.

11.4.2 Should any general meeting of members of the Association have been properly convened but no quorum be present, the meeting shall stand adjourned to another date, which shall be within seven (7) days thereafter. The notice reflecting such adjournment shall be given to the persons and in the manner provided for in this Constitution. At such reconvened general meeting, the Territory Members then present or represented shall be deemed to constitute a quorum.

11.5 **Resolutions and Voting**

11.5.1 At all general meetings of members of the Association, a resolution put to the vote shall be decided by means of a show of hands or by ballot. A vote by ballot shall be held only if demanded by the Chair or not less than one (1) third of the persons voting in person or by proxy. The result of the vote shall be the resolution of the meeting.

11.5.2 Each Territory Member present or represented at such meeting shall be entitled to one (1) vote. The Non-Territory Member shall not have any vote.

11.5.3 Questions arising shall be decided by a majority of votes. Should there be an equality of votes the Chair shall have a casting or second vote.

11.6 **Agenda**

Whenever practicable, an agenda listing the topics for discussion shall be sent to the Territory Members at a reasonable time prior to each meeting (other than formal conferences, symposia or conventions) or shall be distributed at any such meeting by the Secretary.

11.7 **Minutes**

Proper minutes of the proceedings of all general meetings of members of the Association and a record of the persons present at each meeting

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shall be kept by the Secretary. The minutes shall be signed by the chairperson of the meeting and shall be available for inspection or copying by any Territory Member on two (2) days' notice to the Secretary or the Secretary's deputy.

11.8 Powers

A duly convened general meeting of the Association, at which a quorum is present, is competent to carry out all the objectives and to exercise all the powers of the Association as set out in this Constitution.

12. EXECUTIVE COMMITTEE

12.1 Powers

12.1.1 The affairs of the Association shall be controlled and managed by the Executive Committee which accepts the fiduciary responsibility of the Association. Subject to the terms of this Constitution, the Executive Committee may exercise all the powers of the Association.

12.1.2 The Executive Committee may delegate any of its powers to any of its members, or to a special purpose committee, but may not relinquish its ultimate fiduciary responsibility in terms of 12.1.1. The member, committee, employee or agent to whom such delegation is made shall conform to any regulations and procedures that may be stipulated by the Executive Committee from time to time.

12.1.3 The Executive Committee may appoint employees or engage independent contractors as it may consider necessary from time to time, subject to prior authorisation of the IEEE Executive Director or their designee. Such employees or independent contractors shall be appointed upon such terms and conditions as the Executive Committee may consider appropriate in accordance with section 9.4 of the IEEE Policies.

12.1.4 Notwithstanding the above, no single person may directly or indirectly control the decision-making powers relating to the Association.

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12.2 **Composition**

12.2.1 The Executive Committee shall comprise at least three (3) elected and appointed members who are not connected persons in relation to each other. At a minimum the members of the Executive Committee shall include:

12.2.1.1 a Chair;

12.2.1.2 a Vice-Chair, who shall assist the Chair in the coordination of all Association activities;

12.2.1.3 a Treasurer; and

12.2.1.4 a Secretary.

12.2.2 Each Chapter and Affinity Group chair, as elected by their membership, the past Chair and each Subsection chair shall be an *ex officio* member of the Executive Committee with voting power.

12.2.3 The Executive Committee may select a Section Student Activities Chair ("**SSAC**") and a Section Student Representative ("**SSR**"), as voting members of the Executive Committee, for as long as there is at least one (1) Student Branch. The SSAC shall be an active member of the Association, of Graduate Student Member Grade or above, while the SSR shall be an active Student Member or Graduate Student Member in a Student Branch of the Association.

12.2.4 The Executive Committee may appoint additional non-voting members as it considers appropriate from time to time, who shall serve for a period determined by the Executive Committee; provided that the number of voting members elected must at all times be at least one (1) greater than the number of non-voting members appointed.

12.2.5 Save for the Section Student Representative (SSR), each member of the Executive Committee shall be a Territory Member, in good standing, of Graduate Student Member, Member, Senior Member or Fellow grade.

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12.3 Secretary and Treasurer

12.3.1 The offices of Secretary and Treasurer may be combined.

12.3.2 The duties of the Secretary shall include correspondence, the keeping of the minutes of the Executive Committee meetings, mailing notices, and submission of meeting and officer reports to the Member and Geographic Activities Department at the end of each year and such other duties as are assigned to the Secretary by the Chair.

12.3.3 The duties of the Treasurer shall include the development of a budget for approval by the Association, accounting of all Association funds, keeping of financial records, and submitting the financial operations report of the Association to the IEEE Senior Director - Financial Services and any body required by law.

12.4 Election and term of office

12.4.1 The first members of the Executive Committee, as at the date on which this Constitution is adopted, are as follows (none of whom is a connected person in relation to any of the others):

12.4.1.1 David Oyedokun (Chair);

12.4.1.2 Yanxia Sun (Vice Chair);

12.4.1.3 Wynand Lambrechts (Secretary);

12.4.1.4 Jacques H van Wyk (Treasurer); and

12.4.1.5 Darryn Cornish (Past Chair).

12.4.2 The first members of the Executive Committee contemplated in 12.4.1 shall hold office from the date on which this Constitution is adopted, until successors have been duly elected as members of the Executive Committee at the first Annual General Meeting to be held after the adoption of this Constitution (as contemplated in 11.1.1), and have taken office.

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- 12.4.3 The members of the Executive Committee shall, at the first Annual General Meeting to be held after the adoption of this Constitution (as contemplated in 11.1.1), and at every second Annual General Meeting thereafter, be elected by Territory Members in good standing, of Graduate Student Member, Member, Senior Member and Fellow grade.
- 12.4.4 The term of office for each member of the Executive Committee (other than, for the avoidance of doubt, the first members of the Executive Committee contemplated in 12.4.1, whose term of office shall be as set out in 12.4.2) shall be two (2) years. The term of office shall be from 1 January of one year through 31 December of the following year.
- 12.4.5 A member of the Executive Committee shall be eligible for re-election at the expiry of their term; provided that (i) the consecutive period of service in any one office shall not exceed four (4) years and (ii) a member of the Executive Committee shall not serve in any one position for a period exceeding six (6) years in total. Any exceptions to this rule require approval by the Region Director who will annually report such exceptions to the MGA Board.
- 12.4.6 An individual may continue in the position until a successor has been duly elected and takes office.

12.5 **Appointment**

12.5.1 **Nominating Committee**

- 12.5.1.1 The Association shall appoint a Nominating Committee of three (3) or more Territory Members who are not then members of the Executive Committee.
- 12.5.1.2 A member of the Nominating Committee who does not resign from that committee prior to the meeting at which nominees are selected is not eligible to be nominated for any office to be filled by the Executive Committee.
- 12.5.1.3 The Nominating Committee shall be responsible for the solicitation within the Association of names of potential

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candidates to be considered for positions on the Executive Committee.

12.5.1.4 The duties of the Nominating Committee shall include the preparation of a slate of candidates recommended for the offices of Chair, Vice Chair, Secretary, Treasurer (or combined Secretary/Treasurer in terms of 12.3.1) and such other Territory Members elected at-large, to be submitted for approval by the Executive Committee.

12.5.1.5 Except as noted in the IEEE Bylaws, the slate shall include not less than two (2) and not more than three (3) candidates recommended for each office. In the case where the slate, as submitted by the Nominating Committee to the Executive Committee for ratification, consists of a single candidate, the Executive Committee may recommend to the Region Director the approval of proceeding with the election process with a single candidate slate.

12.5.1.6 The Nominating Committee shall respond on behalf of the Association to calls for elected positions for councils, and regions as appropriate. Nominations for such positions shall be submitted to the Executive Committee, as appropriate, for ratification.

12.5.2 **Nomination and election**

12.5.2.1 Six (6) months prior to the date of election, the Nominating Committee chair shall issue a call for nominations for all positions elected at-large to all voting Territory Members through an appropriate medium.

12.5.2.2 Territory Members shall submit nominations within one (1) month of the call for nominations.

12.5.2.3 The Nominating Committee shall verify the candidates' eligibility and willingness to serve. A candidate must be a Territory Member to hold office. The Nominating Committee

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shall also gather position statements and biographies of the potential candidates, as appropriate.

12.5.2.4 The Nominating Committee will select from all such submissions at least two (2) but not more than three (3) candidates for each position elected at large, and submit the slate of candidates to the Executive Committee for ratification. In the case where the slate that is submitted for ratification consists of a single candidate, the Executive Committee may recommend to the Region Director the approval of proceeding with the election process with a single candidate slate.

12.5.2.5 In addition to the candidates nominated by the Nominating Committee, individual voting Territory Members eligible to vote in such election may nominate candidates by petition.

12.5.2.6 The slate of candidates for elected office shall be communicated to the voting Territory Members not less than six (6) weeks prior to the election date. In addition, provision shall be made in the communication for petition of candidates for these offices.

12.5.2.7 In accordance with IEEE Bylaw I-307.17, the number of signatures required on a petition shall be determined as follows:

12.5.2.7.1 for all positions where the electorate is less than thirty thousand (30 000) voting Territory Members, signatures shall be required from two percent (2%) of the eligible voters;

12.5.2.7.2 for all positions where the electorate is more than thirty thousand (30 000) voting Territory Members, six hundred (600) signatures of eligible voters plus one percent (1 %) of the difference between the number of eligible voters and thirty thousand (30 000) shall be required.

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- 12.5.2.8 The petition shall be completed at least twenty-eight (28) days before the date of the election.
- 12.5.2.9 The entire slate of candidates for office shall be communicated to the voting Territory Members not less than two (2) weeks prior to the election date.
- 12.5.2.10 The election process shall be by secret ballot.
- 12.5.2.11 The Chair shall submit the names of up to three (3) Territory Members to serve as a Tellers Committee, to the Association for approval. After the tally of votes, the Tellers Committee shall report the results of the election to the Chair. The Chair shall inform each candidate for office of the results of the election prior to announcing the results to the Association.

12.6 Removal

- 12.6.1 An individual can only be removed from office in the same manner in which they were elected.
 - 12.6.1.1 If an individual was elected at an Annual General Meeting, they may be removed from office, with or without cause, by the affirmative vote of two-thirds of the Territory Members at a duly constituted meeting.
 - 12.6.1.2 If an individual was elected by the general membership in terms of a paper or electronic election, such individual may be removed from office, with or without cause, by the affirmative vote of two-thirds of the total votes cast of the recall election.
- 12.6.2 Any individual may only be removed from office in terms of 12.6.1 if such removal has been approved by a two-thirds vote of the Executive Committee or if fifteen percent (15%) of the voting Territory Members submit a petition to the Region Director.

12.7 Vacancy

- 12.7.1 The office of an Executive Committee member shall be vacated if the individual:

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- 12.7.1.1 resigns; or
- 12.7.1.2 becomes unfit and/or incapable of acting as such; or
- 12.7.1.3 would be disqualified, in terms of the Companies Act, 71 of 2008, or equivalent legislation in force from time to time, from acting as a director of a company; or
- 12.7.1.4 is removed in accordance with 12.6 or ceases to maintain their IEEE membership.
- 12.7.2 Any vacancy occurring during the year shall be filled by a majority vote of the Executive Committee.

12.8 **Suspension**

- 12.8.1 The authority to act as a member of the Executive Committee may be suspended by the Region Director with the concurrence of the Region Director-Elect and past Region Director for cause, in the following circumstances:
 - 12.8.1.1 conduct that is determined to be a material violation of the IEEE Code of Ethics, or a material violation of the IEEE Governing Documents that is seriously prejudicial to the IEEE, or other conduct that is seriously prejudicial to the IEEE;
 - 12.8.1.2 failure to comply with the policies set out in the MGA Operations Manual;
 - 12.8.1.3 the Association fails to meet the minimum reporting requirements for at least one (1) year.
- 12.8.2 If an individual member of the Executive Committee is suspended, the Region Director may appoint an individual to serve in the interim position until an election may be held within the Association.
- 12.8.3 Any action taken by the Region Director must be reported to the vice president - MGA and the secretary of the MGA Board.

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13. EXECUTIVE COMMITTEE MEETINGS

13.1 Procedure

13.1.1 The Executive Committee shall conduct its meetings in accordance with the latest version at any time of Robert's Rules of Order as the standard parliamentary authority, provided that:

13.1.1.1 the Chair shall serve as chair for all meetings of the Executive Committee;

13.1.1.2 at the request of the Chair or in the absence of the Chair, the Vice Chair shall chair meetings of the Executive Committee;

13.1.1.3 the quorum necessary for any meeting of the Executive Committee shall be a majority of the voting members of the Executive Committee serving at any given time;

13.1.1.4 at meetings of the Executive Committee each voting member shall have one (1) vote.

13.2 Agenda

Whenever practicable, an agenda listing the topics for discussion shall be sent to the members of the Executive Committee at a reasonable time prior to each meeting (other than formal conferences, symposia or conventions) or shall be distributed at any such meeting by the Secretary.

13.3 Minutes

Proper minutes of the proceedings of all meetings of the Executive Committee and a record of the persons present at each meeting shall be kept by the Secretary. The minutes shall be signed by the chairperson of the meeting and shall be available for inspection or copying by any member on two (2) days' notice to the Secretary or the Secretary's deputy.

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13.4 **Written resolutions**

A resolution signed by all members of the Executive Committee shall be as valid as if passed at a duly convened meeting of the Executive Committee.

14. **NOTICES**

14.1 Reasonable efforts shall be made to notify all Territory Members of Association meetings and activities.

14.2 Notice of all meetings provided for in this Constitution, shall be delivered personally, or sent by prepaid post, to the last address notified to the Association by each person concerned, or in any other manner as the Executive Committee may decide from time to time. Methods of communication may include, but are not limited to, email distributions (in keeping with IEEE email policies), postings on the Association website, or social media venues.

14.3 The accidental omission to address notice(s) to any person shall not invalidate the proceedings of any meeting.

14.4 If posted, notices shall be deemed to have been received seven (7) days after posting.

14.5 The Association may serve meeting announcements and other Association publications on the Non-Territory Member, non-members or groups wishing to receive such meeting announcements and other Association publications.

15. **REPORTING REQUIREMENTS**

15.1 The Association shall at all times maintain a membership of not fewer than twenty-five (25) Territory Members of Graduate Student Member, Member, Senior Member, or Fellow grade.

15.2 The Association shall be required to hold not less than five (5) membership meetings per year. Chapter and/or Affinity Group meetings may be counted in fulfilling this requirement.

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- 15.3 The Secretary or Secretary / Treasurer shall submit an annual report of meeting activities and the roster of officers to the Member and Geographic Activities Department staff.
- 15.4 The Treasurer or Secretary / Treasurer shall submit the geographic unit annual financial report to the Member and Geographic Activities Department staff. The incoming and outgoing Chair or Treasurer must sign this report. The incoming Chair and Treasurer shall also submit an IEEE Disclosure Statement.
- 15.5 The annual financial reports and annual officer and meeting reports shall be submitted by the deadlines contemplated in the Geographic Unit Rebate Schedule of the MGA Operations Manual from time to time. As at the adoption of this Constitution, such annual financial reports must be submitted by the last day of February each year, and annual officer and meeting reports by 15 March each year. The Secretary and Treasurer (or Secretary / Treasurer) shall verify that all required reports have been submitted on time, including all Subsection, Chapter and Affinity Group reporting.

16. FINANCIAL MATTERS

16.1 Bank Account

- 16.1.1 The Executive Committee shall open a bank account in the name of the Association with a registered bank. The Executive Committee shall ensure that all monies received by the Association are deposited in the abovementioned bank account as soon as possible after receipt.
- 16.1.2 As contemplated by the MGA Operations Manual, the Association is strongly encouraged to utilize the IEEE Concentration Banking Program as a depository for all IEEE funds, if possible.
- 16.1.3 Any bank account established in the name of IEEE shall be reserved for the purpose for which it is established, without commingling of funds.
- 16.1.4 Each bank account shall have a signature card with at least two (2) volunteer signatures, one (1) volunteer as the primary signatory and

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one (1) additional volunteer as an alternate. In addition, the IEEE Senior Director - Financial Services, shall be a signatory thereon (IEEE Policies, section 11.3.A.3). Exemptions must be requested as part of the geographic unit annual financial report, and approved by the Region Director.

16.1.5 The Association may establish a reserve fund equal to at least half of the total budgeted yearly expenditures.

16.2 **Signatures**

All cheques, promissory notes and other documents requiring signature on behalf of the Association shall be signed by two (2) of the Executive Committee members.

16.3 **Financial Year End**

The Association's financial year end shall be 31 December.

16.4 **Financial Records**

The Executive Committee shall ensure that the Association keeps proper records and books of account which fairly reflect the affairs of the Association.

16.5 **Annual Narrative Report and Financial Statements**

16.5.1 The Executive Committee shall ensure that the Association prepares an annual narrative report describing the Association's activities and Annual Financial Statements for each financial year. The Annual Financial Statements shall conform with generally accepted accounting principles and shall include a statement of income and expenditure and a balance sheet of assets and liabilities. The Annual Financial Statements shall be prepared by the Auditors.

16.5.2 A copy of the Annual Financial Statements and annual narrative report shall be made available to all Territory Members as soon as possible after the close of the financial year.

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16.5.3 The Association shall submit a financial operations report to the IEEE Senior Director - Financial Services. Upon request, the IEEE Senior Director - Financial Services, may provide the Region Director with a summary of the Association's financial report.

16.6 **Association funds**

16.6.1 Substantially the whole of the Association's funding will be derived from its annual or other long-term members or from an appropriation by the government of the Republic in the national, provincial or local sphere. For the avoidance of doubt, the Territory Members and the Non-Territory Member together constitute the annual or other long-term members of the Association.

16.6.2 The MGA Board will distribute rebate funds to the Association in accordance with a stated set of objectives and a plan of distribution prepared by the Geographic Unit Operations Support Committee of the IEEE and approved by the MGA Board.

16.6.3 The Association may apply to the IEEE Board of Directors through the Region Director for an assessment to fund an office and/or staff to improve interaction with the Territory. A business plan for the proposed expenditures and the results of a ballot sent to all Territory Members showing clear support for this action shall be included in the aforesaid application.

16.6.4 Subject to 8.2, funds within the Association, from whatever source derived, shall not be used for purposes other than the normal operations of the Association as contemplated in the IEEE Bylaws or published interpretation of policy, without prior authorisation of the MGA Board and/or the IEEE Board of Directors, unless otherwise provided.

16.6.5 Funds derived from Territory Member dues (rebate funds) shall not be used for scholarships, fellowships and other education awards. The awards activities shall be supported by funds from activities all or in part specifically directed to such usage. Contributions may be accepted for such use and donations should be encouraged.

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- 16.6.6 The Association may accept local voluntary financial contributions.
- 16.6.7 Chapter and Affinity Group funds provided to the Association through the annual rebate are intended for the support of those subunits. Chapters and Affinity Groups shall be funded at a minimum at the level of the annual rebate.

16.7 **Expenses**

- 16.7.1 Ordinary expenses of the Association shall be defrayed by the funds supplied by the IEEE either directly or by allocation from the Region.
- 16.7.2 Emergency or extraordinary expenses may be provided by voluntary contribution from the membership of the Association.

17. **PUBLICATIONS**

The Association may publish any periodical; provided that it shall inform the MGA Board of the establishment thereof and shall provide the Region Director and the Member and Geographic Activities Department with copies thereof, as published, in accordance with the MGA Operations Manual and the IEEE Policies.

18. **AMENDMENTS TO THE CONSTITUTION**

- 18.1 The terms of this Constitution may be amended or the name of the Association may be changed by:
 - 18.1.1 resolution of sixty-six percent (66%) of the Territory Members present at a general meeting; provided that proper notice of the meeting is given not less than twenty-eight (28) days prior to the date of the meeting and such notice states the nature of the resolution to be proposed; and
 - 18.1.2 approval by the IEEE Legal & Compliance Department and the MGA Board.
- 18.2 As long as the Association is an entity as contemplated in section 30B of the Income Tax Act, any amendment of this Constitution must be

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submitted to the Commissioner within thirty (30) days of such amendment.

18.3 The Association may be dissolved by:

18.3.1 a resolution of eighty percent (80%) of the Territory Members present at a general meeting; or

18.3.2 the MGA Board for any reason deemed sufficient by it; or

18.3.3 the Region Director with the concurrence of the MGA Board, in the event that the Association is placed on probation and such probation continues for a second year, in the absence of plans to reactivate the Association that are acceptable to the Region Director and the MGA Board.

18.4 The MGA Board may waive the provisions herein regarding dissolution of the Association in case war or any other *force majeure* affects the Association, for the period of the duration thereof and for at least six (6) months thereafter. In that event, the Association may be dissolved by resolution of at least sixty percent (60%) of the Territory Members.

18.5 Upon the dissolution of the Association, Territory Members may be reassigned to another section of the IEEE approved by the Region Director and MGA Board.

19. DISSOLUTION

19.1 Upon the dissolution of the Association, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst any members of the Association, but shall be distributed to:

19.1.1 another entity which has been approved by the Commissioner in terms of section 30B of the Income Tax Act, and which has an identical or substantially similar purpose to that of the Association; or

19.1.2 a public benefit organisation which has been approved by the Commissioner in terms of section 30 of the Income Tax Act; or

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- 19.1.3 an institution, board or body which is exempt from tax under the provisions of section 10(1)(cA)(i) of the Income Tax Act; or
- 19.1.4 the government of the Republic in the national, provincial or local sphere.

20. INDEMNITY

20.1 Subject to the provisions of any relevant statute, members of the Executive Committee and other office bearers shall be indemnified by the Association against judgments, fines, amounts paid in settlement and reasonable expenses, including without limitation attorney's fees and expenses, actually and necessarily incurred by such person in connection with the defence of any action, suit, or proceeding to which such person is made or threatened to be made a party by virtue of such service; provided that:

20.1.1 such service is found by the MGA Board to have been duly authorised and not to have been taken in bad faith or in a manner inconsistent with the purposes or objectives of IEEF as expressed in the IEEF Bylaws, IEEF Policies, or resolutions duly adopted by the MGA Board or in policies or procedures duly adopted by an IEEF organisational unit which are applicable to the activity at issue;

20.1.2 the person to be indemnified has otherwise met the standards of conduct set out in section 722 or established by section 721 of the New York Not-For-Profit Corporation Law; and

20.1.3 such indemnification is not otherwise prohibited by law.

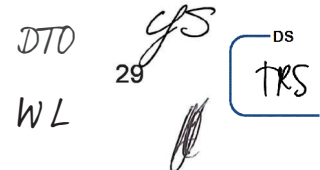
20.2 The above right of indemnification shall not be exclusive of other rights to which such person may be entitled.

20.3 Subject to the provisions of any relevant statute, no member of the Executive Committee and / or other office bearer of the Association shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer, or for any loss, damage or expense suffered by the Association, which occurs in the execution of the duties of their office,

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unless it arises as a result of their dishonesty or failure to exercise the degree of care, diligence and skill required by law.

21. DISPUTES

- 21.1 In the event of a serious disagreement between the members of the Executive Committee and / or the Association regarding the interpretation of this Constitution, any two (2) Executive Committee members or any five (5) Territory Members shall be entitled to declare a dispute. Such declaration shall be in writing, state the issue in dispute, and be addressed to the Executive Committee.
- 21.2 The Executive Committee shall consider such declaration within two (2) weeks of receiving it. Should the Executive Committee not be able to resolve the dispute to the satisfaction of the person(s) declaring it, the dispute shall be referred either to a mediator or arbitrator.
- 21.3 Should the dispute be referred to a mediator, the person(s) declaring the dispute and the Executive Committee must agree on a suitable mediator and to the costs of such mediation. A mediator may recommend an appropriate resolution of the dispute.
- 21.4 In the absence of agreement regarding a mediator or should mediation not resolve the dispute, the dispute shall be referred to arbitration. The arbitrator shall be such suitably qualified person(s) as the person(s) declaring the dispute and the Executive Committee may mutually agree. Alternatively, each of the parties shall be entitled to nominate one arbitrator, who shall act jointly with a third person to be nominated jointly by the respective nominees of the parties; on the basis that a majority decision of the appointed arbitrators shall be final and binding.
- 21.5 The arbitration shall be held on an informal basis, and the arbitrator(s) shall have the power to determine the procedure to be adopted subject to principles of natural justice.
- 21.6 The arbitrator(s) may base her/his/their award not only upon the applicable law but also upon the principles of equity and fairness.
- 21.7 The person(s) declaring the dispute and the Executive Committee, beforehand, may agree to share the costs of the arbitration. In the

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absence of such agreement the arbitrator(s) shall decide which parties shall be liable for the costs.

- 21.8 The decision of the arbitrator(s) shall be final and binding upon all parties and capable of being made an order of court on application by any of them.

22. ADOPTION OF THIS CONSTITUTION AND CREATION OF ASSOCIATION

- 22.1 This Constitution shall be adopted by way of each of the Initial Members signing and dating Schedule 2 next to their name. Schedule 2 may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same document.
- 22.2 The Association shall be created, and have legal personality, with effect from the date on which this Constitution is adopted in accordance with 22.1.
- 22.3 Within a reasonable period after this Constitution has been adopted in accordance with 22.1, it shall be submitted to the Commissioner along with an application for the Commissioner's approval of the Association as a tax exempt entity in terms of section 30B of the Income Tax Act.
- 22.4 This Constitution is to be governed, interpreted and implemented in accordance with the laws of the Republic of South Africa.


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SCHEDULE 1

GENERAL ADMINISTRATIVE AND INVESTMENT POWERS

The Association, acting through its Executive Committee or at General Meeting, shall have the following General Investment and Administrative Powers (which are, for the avoidance of doubt, subject to 7, 8.2, 8.3, 8.4, 19 and 21 of the Constitution):

1. To employ staff and hire professional and other services.
2. To institute or defend any legal or arbitration proceedings and to settle any claims made by or against the Association.
3. To open and operate accounts with registered banks and building societies.
4. To make and vary investments and re-invest the proceeds of such investments on condition that any investments made by the Association shall be with Financial Institutions as defined in section 1 of the Financial Institutions (Investment of Funds) Act No. 39 of 1984; units of a Mutual Fund duly established in terms of The Unit Trusts Control Act No. 54 of 1981, and/or in securities listed on a duly licensed Stock Exchange as defined in the Stock Exchanges Control Act No.1 of 1985 (all of this legislation as amended, replaced or re-enacted from time to time).
5. To accept donations made to the Association and retain them in the form in which they are received, or sell them and re-invest the proceeds.
6. With regard to movable and immovable property and tangible and intangible assets of whatsoever nature:
 - 6.1 to purchase or acquire property and assets;
 - 6.2 to maintain, manage, develop, exchange, lease, sell, or in any way deal with the property and assets of the Association;
 - 6.3 to donate and transfer the property and assets of the Association to organisations with the same or similar objectives and the same exemptions from taxes and duties to those of the Association.
7. To borrow and to use the property or assets of the Association as security for borrowing, provided that the Association and any officer or representative thereof shall not have any authority to contract debts for, pledge the credit of, or in any way bind the IEEE for activities specifically prohibited in the IEEE Governing Documents or published interpretation of policy;
8. To guarantee the performance of contracts or obligations of any person on condition that any such person is primarily engaged in activities which further the objectives of the Association.
9. To execute any act or deed in any deeds registry, mining titles or other public office.

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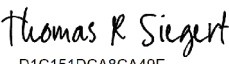
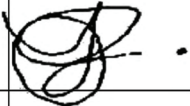



10. To work in collaboration with other organisations and to amalgamate with any organisation with the same or similar objectives and the same exemptions from taxes and duties to those of the Association, subject to approval by the IEEE.
11. To exercise all the management and executive powers which are normally vested in the board of directors of a company.
12. To exercise all the powers and authority of the Association, not only in the Republic of South Africa, but in any other part of the world.

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SCHEDULE 2

INITIAL MEMBERS

[Note: The names listed in this Schedule must be inserted before signature of this Constitution.]

NON-TERRITORY MEMBERS		
NAME	AUTHORISED SIGNATURE	DATE OF SIGNATURE
IEEE Worldwide Limited	DocuSigned by:  D1C151DCA8CA49E...	3/8/2023
TERRITORY MEMBERS		
NAME	SIGNATURE	DATE OF SIGNATURE
David Oyedokun		13 February 2023
Yanxia Sun		28 February 2023
Wynand Lambrechts		28 February 2023
Jacques H van Wyk		28 February 2023