

CONSTITUTION
OF
THE
FOOD, AGRICULTURE AND NATURAL RESOURCES POLICY ANALYSIS
NETWORK
(“FANRPAN”)

PREAMBLE

WHEREAS:

1. At the first Conference of Ministers of Agriculture Southern Africa held in Harare, Zimbabwe, in April 1994, the Ministers agreed to support the establishment of a regional agricultural policy network to enhance the capacity for policy formulation and analysis in the Eastern and Southern African region. This meeting resulted from the Ministers' concern for the desperate state of the food, agriculture and natural resources (“FANR”) in the region and the declining contribution of the FANR sector to the region's economy.

2. The FANR Ministers considered the low levels of public sector investment in the FANR sector and resolved to arrest the apparent lack of political commitment to the farming sector. They resolved that comprehensive policies and strategies were required to resuscitate agriculture. The resolution was fully endorsed by high level policy makers and Heads of State participating in the Global Coalition for Africa Advisory Committee meeting that was held in June, 1994. To realize the dream for exchange of policy information and lessons as endorsed by the Ministers, it became more practical to establish separate networks for Eastern and Southern Africa.

3. For the Southern Africa Development Community (“SADC”) region, a consultative meeting was convened by the Food Security Technical and Administrative Unit (“FSTAU”), Southern African Centre for Co-operation in Agriculture and Natural Resources Research and Training (“SACCAR”) and the Department of Agricultural Economics and Extension at the University of Zimbabwe.
4. The Department of Agricultural Economics and Extension at the University of Zimbabwe then facilitated the launching of a regional FANR consortium and network for Southern Africa at a meeting held in July, 1997. The participants at the meeting were drawn from ministries of agriculture, farmers’ organisations, research organisations and universities in the SADC region.
5. The network was established to build on a long term investment and commitment already made in universities, national agricultural research institutes and policy analysis units in Southern Africa and to enable policy analysis units to collaborate more efficiently and service the policy makers and other stakeholders in the SADC region.
6. It has been agreed by all stakeholders that the FANR policy analysis network (“FANRPAN”) should be constituted as a separate and autonomous legal entity.
7. To give effect to the wishes and desires of the member states in the SADC region (namely Botswana, Malawi, Mozambique, Namibia, South Africa, Tanzania, Zambia and Zimbabwe), the various farmers’ organisations, research institutions, departments of agricultural economics at universities in the SADC region, agricultural experts and academics, non-governmental and private sector organisations involved in agriculture, and other stakeholders, the following institutions hereby collectively

promote the establishment of FANRPAN as a network which was constituted as an independent *universitas* in terms of this Constitution which was signed by these institutions on 26 September 2002:

- Directorate of Research and Development, University of Botswana, Botswana.
- Agriculture Policy Research Unit, University of Malawi, Malawi.
- Department of Agricultural Economics, Eduardo Mondlane University, Mozambique.
- Namibian Economic Policy Research Unit, Namibia.
- Department of Agricultural Economics, Extension and Rural Development, University of Pretoria, South Africa.
- Economic and Social Research Foundation, Tanzania.
- Department of Agricultural Economics, University of Zambia, Zambia.
- Southern African Policy and Economic Studies Trust, Zimbabwe.
- Department of Agricultural Economics and Extension, University of Zimbabwe.

(“the Promoters”).

8. The Constitution was amended on 7th September 2007 following a resolution of the members of FANRPAN in General Meeting.
9. *On 1 September 2010, the members of FANRPAN in general meeting, recognising the fact that countries in East Africa intended to join the network and that West African countries had also expressed a desire to join the network, resolved to extend FANRPAN’s mandate to the whole of Africa.*
10. *The members of FANRPAN accordingly resolved to adopt the following amended Constitution.*

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

- 1.1. In this Deed, unless the context determines otherwise, the following terms shall have the following meanings:

“ASARECA”- *means Association for Strengthening Agricultural Research for Eastern and Southern Africa*

“Board” – means the Board of Governors elected and constituted in terms of Clause 15.1 of this Constitution.

“CCARDESA”- *means Centre for Coordination Agricultural Research and Development for Southern Africa*

“COMESA” – means the Common Market for Eastern and Southern Africa;

“Committee” – means a committee established and appointed by the Board of Governors.

“Member” – means a member of the Network defined and admitted in terms of Clauses 8 and 9 respectively.

“Member States” – means the participating countries, namely, Angola, Botswana, Democratic Republic of Congo , Lesotho, Malawi, Mauritius, Mozambique, Namibia, South Africa, Swaziland, Tanzania, Zambia and Zimbabwe, together with any other African state which might request to join the Network and is accepted in terms of this Constitution .

“Network” – means the Food, Agriculture and Natural Resources Policy Analysis Network (**“FANRPAN”**) constituted in terms of this Constitution as a formal regional association of stakeholders including government ministries responsible for FANR, farmers’ organizations, research institutions, agricultural experts and academics’, non-governmental and private sector organizations to

coordinate and promote policy research and dialogue for the sustainable development of the FANR Sector in the SADC region.

“Node hosting institution” – means policy research or policy advocacy unit that is duly constituted within a Member State which will act as the secretariat of the Node;

“Nodes” - means the national policy research, analysis and dialogue co-ordination units established in each of the Members States in terms of Clause 15.6.

“Region” – means the whole of Africa .

“Sub-regional Research Organisation” -

“SADC” – means the Southern Africa Development Community.

“Secretariat” – means the Secretariat of the Network constituted and appointed in terms of Clause 15.4.

1.2. In this Constitution, unless the context determines otherwise, any expression which denotes:

- “any gender” includes the other gender;
- “a person” includes a juristic person and vice versa; and
- “the singular” includes the plural and vice versa.

2. **NAME OF NETWORK**

The Network shall be known as the **“Food, Agriculture and Natural Resources Policy Analysis Network”** or, in short, **“FANRPAN”**.

3. **REGISTERED OFFICE OF NETWORK**

3.1 The Network is registered in Zimbabwe and the registered office of the Network shall be situated at such address in Harare, Zimbabwe, as the Network may, from time to time decide. 3.2

3.2 The Secretariat of the Network shall operate from within any of the Member States, as the Network may, from time to time decide. The place at which the Secretariat is located shall serve as the Headquarters of the Network..

4. **LEGAL STATUS OF NETWORK**

4.1. The Network shall be a distinct and separate legal entity and body corporate, with the power to acquire, hold and alienate property of any kind, and with the power to acquire rights and incur obligations, and having perpetual succession.

4.2. Any actions, suits, proceedings or arbitration shall be brought by or against the Network in its own name, and the Board of Governors may authorise any person or persons to act on behalf of the Network and to sign all such documents and take all such measures as may be necessary in accordance with any such proceedings.

5. **NON-PROFIT MAKING STATUS**

Notwithstanding anything to the contrary contained in this Constitution:

5.1. the Network is not formed and does not exist for the purposes of carrying on any business that has as its object the making of gain or profit by it or its individual members.

5.2. the income and assets of the Network shall be applied solely for the promotion of the objectives for which it is established.

- 5.3. no part of the income or assets of the Network shall be paid, directly or indirectly, by way of dividend to any person.

6. **OBJECTIVES OF THE NETWORK**

The objectives of the Network are to :

- 6.1. promote appropriate agricultural policies in order to reduce poverty, increase food security and enhance sustainable agricultural development in the Region;
- 6.2. improve policy analysis, research and formulation of priority SADC agricultural research themes;
- 6.3. develop human and institutional capacity for co-ordinated dialogue among stakeholders;
- 6.4. improve policy decision-making through the generation, exchange and use of policy related information;
- 6.5. assist in and facilitate the creation and development of institutional capacity in agricultural policy formulation and analysis in the Region;
- 6.6. improve research, policy formulation and analysis;
- 6.7. monitor and evaluate agricultural policies within the Region;
- 6.8. promote policies which contribute to regional integration in accordance with the SADC Trade Protocol;
- 6.9. facilitate the channelling of resources to units in the Region involved in, and to projects and programmes related to, research, agricultural policy formulation and analysis;

- 6.10. facilitate the collaboration of various policy analysis units in the Region and promote networking with other networks in Africa and beyond ;
- 6.11. promote stakeholder participation in policy formulation and implementation to achieve regional and trade integration;
- 6.12. carry on such other activities as may be necessary, incidental or conducive to the attainment of the above objectives.

7. POWERS OF THE NETWORK

Subject to the provisions of Clause 5, the Network shall have all such powers as are necessary for the proper attainment of the objectives set out in Clause 6 above and shall, in particular, have the power to:

- 7.1 establish and publish newsletters or other publications for the benefit of individuals and institutions interested in or engaged in research, agricultural policy formulation and analysis;
- 7.2 acquire any movable or immovable property deemed to benefit the Network and to advance its objectives and maintain, improve or alter any of its property;
- 7.3 open bank and other accounts in its name and to draw, accept, endorse, make and execute bills of exchange, promissory notes, cheques or other negotiable instruments connected with the business and affairs of the Network;
- 7.4 invest and deal with any monies of the Network not immediately required for purposes of fulfilling the objectives of the Network;
- 7.5 secure the fulfillment of any contracts or engagements entered into by the Network by mortgaging all or part of the property of the Network;

- 7.6 establish or assist in establishing or promoting and to subscribe to or become a member of any network or society whose objects are similar to those of the Network, or the establishment or promotion of which may be beneficial to the Network;
 - 7.7 support and subscribe to any institution or society which may be for the benefit of the Network or for its employees, whether past or present;
 - 7.8 borrow or raise and give security for money by issue of bonds, debentures, bills of exchange, promissory notes or other obligations or securities;
 - 7.9 charge and receive subscription and other fees from its members;
 - 7.10 solicit and procure sponsorship, aid, grants or other forms of financial assistance from individuals, institutions, government agencies and any other entities;
 - 7.11 hire such number and types of persons as may be desirable or necessary to enable it to carry out its objectives, and to dismiss any such persons;
 - 7.12 establish and operate coordination units or nodes in each of the Member States;
 - 7.13 enter into any contract of whatever nature for the furtherance of the objectives of the Network; and
 - 7.14 generally do any and all such things as may be necessary to achieve the objectives of the Network.
8. **MEMBERSHIP**

The membership of the Network shall comprise each of the Nodes which are established in terms of Clause 15.6 below and are admitted to the membership of the Network in terms of clause 9 below.

9. **ADMISSION TO MEMBERSHIP**

9.1. The Board of Governors shall, in its sole and absolute discretion, admit to the membership of the Network such applicants who will have been recommended by the Secretariat in terms of clause 15.6 below to be established as a Node.

9.2. The Board of Governors shall, as soon as reasonably possible after submission of a recommendation by the Secretariat in terms of clause 15.6 below, determine whether or not the applicants qualify to be established as a Node, and as such to be admitted as a member, of the Network.

10. **RIGHTS AND OBLIGATIONS OF MEMBERS**

10.1. Membership of the Network shall not give any member a right to any of the monies, property or assets of the Network, but shall only confer upon such member the privilege of membership subject to such charges and reasonable restrictions as the Board of Governors may, from time to time, impose and subject to the rules and/or subrules of the Network in force from time to time.

10.2. A member whose application for membership has been accepted shall be bound by this Constitution and the rules and subrules of the Network, which are then in force, or which may subsequently be altered or amended and in force at any future time. No member shall be absolved from the effect and application of the Constitution, rules and subrules by reason of the fact that it may not have received a copy thereof.

- 10.3. Subject to the provisions of Clauses 11.4 and 14.8 below, all members shall have the right to participate and vote at the general meetings of the Network.
- 10.4. The liability of any member shall be limited to the amount of unpaid subscriptions or other monies owing by that member to the Network.
- 10.5. All members of the Network shall endeavour to promote the aims and objectives of the Network.

11. **PAYMENT OF SUBSCRIPTIONS**

- 11.1. The Board of Governors shall set annual subscriptions that shall be paid by the members of the Network.
- 11.2. The subscriptions are intended to promote the members' ownership of, and their commitment to, the Network and accordingly the subscription amount that shall be set by the Board of Governors from time to time shall be such amount as shall be necessary only to meet the administrative expenses of the Network as subscriptions shall not be Network's main source of income.
- 11.3. Any subscriptions set by the Board of Governors shall be payable by the first day of each financial year of the Network or by such other date as the Board of Governors shall determine.
- 11.4. A member that has not paid its subscription shall not be allowed to enjoy the rights of membership while its subscription is unpaid. In particular, any member whose subscriptions are not fully paid at the time of the holding of any general meeting of the Network shall not be entitled to vote at that general meeting.

12. **RESIGNATION AND TERMINATION OF MEMBERSHIP**

- 12.1. A member may resign its membership by notice to the Network given prior to the date upon which its next subscription becomes due.
- 12.2. The Board of Governors may decide, by a two-thirds majority, to withdraw, either temporarily or permanently, the membership of any member if such member conducts itself in a manner which injures or is likely to injure the dignity and reputation of the Network or adversely affect its objectives and activities, provided that such a decision may be appealed against to the Network in general meeting at the next Ordinary General Meeting of the Network and the decision of the delegates to the general meeting, which shall be made by a simple majority, shall be final and binding.
- 12.3. Any member which fails or neglects to pay its subscription for a period of one (1) year after it shall have become due, shall automatically cease to be a member and its name shall be deleted from the register of members, provided that the Board of Governors may, in its sole and absolute discretion, reinstate such member upon payment of the outstanding subscription and any penalties which the Board may prescribe, including but not limited to interest on the outstanding subscription.

13. **REGISTER OF MEMBERS**

- 13.1. The Board of Governors, or the Secretariat on instructions from the Board, shall maintain a register of members, which shall record the name, address, record of subscriptions and other payments of each member, and the date of the member's admission to membership.
- 13.2. The register shall be kept at the registered office of the Network.

14. **MEETINGS OF MEMBERS**

- 14.1. **Supreme body of the Network**

14.1.1 The members of the Network, in general meeting, shall constitute the supreme decision-making body of the Network.

14.1.2 Each Node as a member of the Network shall be represented at each general meeting of the Network by one person, appointed by the Node to represent the Node at the general meeting.

14.2. **Ordinary General Meeting of Members**

14.2.1 An Ordinary General Meeting of members of the Network shall be held every year.

14.2.2 The Ordinary General Meeting of the members of the Network shall be held at such time as the Board of Governors shall from time to time determine, provided that the Ordinary General Meeting shall be held within six (6) months of the end of each financial year of the.

14.2.3 Notice of the date, time and venue for the Ordinary General Meeting shall be posted by letter to each of the members of the Network, at the member's registered address as appearing in the register of members, at least sixty (60) days before the date of the meeting and such notice shall be accompanied by the agenda of the business to be conducted at the meeting.

14.2.4 The omission to send any notice to any member shall not invalidate the proceedings conducted and decisions taken and resolutions passed at the meeting.

14.2.5 Upon receipt of the notice of an Ordinary General Meeting, a member shall be entitled to add any matter to the items on the agenda by giving written notice to the Executive Director. The notice must be received by the Executive Director at least twenty-one (21) days before the date of the meeting.

14.2.6 A member wishing to nominate a person for election as a member of the Board of Governors shall send a written notice to the Executive Director to be received by the Executive Director at least twenty-one (21) days before the date of the Ordinary General Meeting.

14.3 **Proceedings at the Ordinary General Meeting**

14.3.1 The business to be transacted at any Ordinary General Meeting of members shall be the following:

- a) to receive the report of the Board of Governors on the achievements of the Network;
- b) to elect members of the Board of Governors;
- c) to receive, consider and approve the audited accounts of the Network;
- d) to attend to any other business specified in the notice calling the meeting and/or any other business added onto the agenda in terms of Clause 14.2.5 above.

14.3.2 If, within half an hour from the time appointed for holding the Ordinary General Meeting, a quorum is not present, the Chairperson of the meeting shall inform the members present of that fact and shall advise them whether, to his/her knowledge, a quorum will be attained within a given time. The members present will decide whether to wait for a given period for a quorum to be formed or to have the

meeting postponed to the earliest convenient date. The members attending such postponed meeting shall form a quorum irrespective of their numbers.

14.3.3 Proper minutes shall be kept of all general meetings of the Network and of attendance at all meetings and of all business transacted thereat.

14.4 **Special General Meeting**

14.4.1 The Board of Governors may, of its own motion, at any time, through the Executive Director, call a Special General Meeting of members by giving not less than thirty (30) days notice to members specifying the object or objects of the meeting called.

14.4.2 Members constituting at least one-third (1/3) of the aggregate membership of the Network may, on written notice to the Executive Director, requisition a Special General Meeting and such notice shall specify the object or objects of the meeting called. On receipt of such notice, the Executive Director shall call for a meeting as if the meeting had been called in terms of Clause 14.4.1 hereof.

14.5 **Quorum at General Meetings**

The quorum at any general meeting of members shall be at least one-third (1/3) of the total number of delegates entitled to attend and vote at such meeting, provided that if no quorum is present within the time allowed in terms of clause 14.3.2, in the case of an Ordinary General Meeting or a Special General Meeting called by the Board of Governors, it shall remain adjourned to such date as shall be determined by the members present. In the case of a Special General Meeting called on requisition of members, if no

quorum is present within the time allowed in terms of clause 14.3.2, the meeting shall be dissolved.

14.6 **Chairperson at General Meetings**

The Chair at all ordinary or special general meetings of the members of the Network shall be taken by the Chairperson of the Board of Governors. In his/her absence, the members present shall elect the person to chair that meeting from among the other members of the Board present. In the event that there are no board members present, then the person to chair that meeting shall be a person (being a person who is entitled to vote at a general meeting) who shall be elected by the members present at that general meeting.

14.7 **Adjournment of Meetings**

The Chairperson of any general meeting may, with the consent of the meeting decided by a majority vote, adjourn the meeting from place to place and from time to time, but no business shall be transacted at any adjourned meeting other than that business left unfinished at the meeting from which the adjournment took place.

14.8 **Voting at General Meetings**

The representatives of each of the Nodes (each representative duly appointed, as set in Clause 14.1.2, by the relevant Node to represent the Node at the general meeting of the members of the Network) shall be the only persons eligible and entitled to vote at an ordinary or special general meeting of the members of the Network. Each such delegate shall be entitled to one (1) vote.

15. **GOVERNANCE AND MANAGEMENT**

15.1 **Board of Governors**

15.1.1 The Network shall receive strategic direction from a Board of Governors, which Board of Governors shall ultimately be accountable to the members of the Network in general meeting.

15.1.2 The Board of Governors shall consist of twelve (12) persons constituted as follows:

- (a) One (1) person nominated from the government ministries responsible for FANR, in the Member State hosting the Secretariat;
- (b) One (1) person nominated from the government ministries responsible for FANR in the Member State in which FANRPAN is registered such person to be knowledgeable on FANR policy issues and challenges facing the Region.;
- (c) *One (1) person to be nominated from policy research units within the Region such as CCARDESA and ASARECA. This seat will alternate between the two institutions for the time being until such other time as another such institution is identified. Henceforth, the seat will be occupied on a rotational basis by nominees from identified policy research units within the Region*
- (d) One (1) person nominated from amongst private sector national umbrella organizations or regional organizations from within the Region which deal with FANR policy issues, such person to be knowledgeable on FANR policy issues and challenges facing the Region;
- (e) One (1) person nominated from national or regional farmers' organizations;
- (f) One (1) representative from the SADC Secretariat;
- (g) One (1) representative from the COMESA Secretariat;

(h) One (1) non-voting member of the donor community.

15.1.3 The Executive Director of FANRPAN shall be an ex-officio member of the Board.

15.1.4 The Board of Governors (excluding any ex-officio member, who shall be appointed on a separate contract) shall be elected by the members at the Ordinary General Meetings of the Network as provided below. Each member shall be entitled to participate in the election of each candidate for the Board of Governors.

15.1.5 Each member of the Board of Governors shall hold office for a term of three (3) years and may, subject to the provisions of clause 15.1.6 below, hold office for an additional three (3) year term, provided that no person shall hold office as a member of the Board of Governors for more than two (2) three (3) year terms, which two (2) terms can only be held consecutively.

15.1.6 At the Ordinary General Meeting held at the expiration of the three (3) year term of office of the Board of Governors elected at the Ordinary General Meeting at which this Constitution is adopted, four (4) members of that Board of Governors shall retire from office and new Board members shall be elected in their place. The remaining Board members shall be deemed to have been re-elected and shall continue in office for a second three (3) year term.

15.1.7 The four (4) Board members to retire in terms of clause 15.1.6 shall be those Board members elected in terms of clauses 15.1.2 (b), 15.1.2 (c), 15.1.2 (e) and 15.1.2 (h),

provided that the Chairperson of the Board may, with the concurrence of a majority of the other Board members, decide that any other Board member shall retire instead of any of the aforementioned Board members.

15.1.8 At subsequent Ordinary General Meetings at which the Board of Governor's three (3) year term of office expires, those Board members who shall have served their second three (3) year term of office shall retire from office and new Board members shall be elected in place of those retiring. The Board members who shall have served only one (1) three (3) year term of office shall be deemed to have been re-elected and shall continue in office for an additional three (3) year term.

15.1.9 At the Board's first meeting following the election or re-election of its members, the Board shall elect a Chairperson from its members.

15.1.10 A Board member shall retire from office if a resolution to this effect is passed by a majority of the other Board members.

15.1.11 A Board Member shall be deemed to have retired from office if:

- (a) he/she is certified to be mentally ill;
- (b) he/she dies.

15.1.12 A Board member may resign from the Board of Governors by giving written notice of his/her resignation to the Executive Director.

15.1.13 The members of the Network shall, at the next Ordinary General Meeting immediately following the retirement or

resignation of a Board member in terms of either clause 15.1.10, 15.1.11 or 15.1.12, elect another person to fill such vacancy in the Board of Governors. The provisions of clause 15.1.5 shall apply to a Board member appointed in terms of this Clause 15.1.13.

15.2 **Functions of the Board of Governors**

The main functions of the Board of Governors shall be to give strategic direction to the Network, to promote generative dialogue between the Network and its stakeholders and generally to exercise fiduciary and oversight responsibilities in relation to the affairs of the Network. The Board of Governors shall have full power and authority to do any act, matter or thing which could or might have been done by the Network, except in such matters as may be specifically reserved to be dealt with at general meetings of members. In addition to such general powers and authority conferred on the Board of Governors and, without limiting such powers and authority, the Board of Governors shall have the further power to:

15.2.1 develop policies of the Network, for presentation at the Ordinary or Special General Meetings;

15.2.2 ensure the implementation of decisions taken and resolutions passed at general meetings;

15.2.3 appoint an Executive Director and other senior officers of the Network on such terms as to remuneration and conditions of service as it considers appropriate;

- 15.2.4 oversee the operations of the Secretariat;
- 15.2.5 consider, and where appropriate, adopt proposals presented to it by the Executive Director and/or the Secretariat;
- 15.2.6 adopt annual budgets and supervise the finances of the Network and receive annual reports and audited statements of the Network for presentation at the Ordinary General Meetings;
- 15.2.7 procure and ensure that there are adequate funds for the operations of the Network;
- 15.2.8 recommend the legal representatives and auditors of the Network for approval at the Ordinary General Meetings;
- 15.2.9 appoint such standing committees as may be required from time to time;
- 15.2.10 establish such committees or task forces to deal with specific issues relating to the objectives of the Network;
- 15.2.11 examine such matters and take such appropriate measures between Ordinary General Meetings, which must be submitted for approval at the next Ordinary General Meeting;
- 15.2.12 procure, maintain and dispose of all capital investments and securities and other property of the Network as the Board of Governors may consider appropriate and in the best interests of the Network;
- 15.2.13 execute any contracts in the name of the Network;

15.2.14 refer any claim or demand by or against the Network to arbitration;

15.2.15 make and give receipts, releases and other discharges for monies payable to the Network and for the claims and demands of the Network;

15.2.16 appoint persons who shall be entitled, on behalf of the Network, to sign bills of exchange, cheques, receipts and other negotiable instruments; and

15.2.17 establish Coordination Units/Nodes of the Network in the various Members States and to determine their functions.

15.3 **Meetings of the Board of Governors**

15.3.1 The Board of Governors shall normally meet at least twice each year, one of which meetings shall focus on strategic issues relating to the Network.

15.3.2 At least thirty (30) days' notice shall be given of all meetings of the Board of Governors, unless all members of the Board agree to accept a shorter notice.

15.3.3 The quorum for a meeting of the Board of Governors shall be at least fifty percent (50%) of the total number of Board members, provided that if there are only two (2) Board members then the quorum shall be the two (2) Board members.

15.3.4 Any decision of the Board shall be by majority vote by a show of hands.

15.3.5 Each person entitled to be present and to vote shall have one (1) vote and the Chairperson of the meeting shall have a casting vote in addition to his/her deliberative vote.

15.3.6 Should the Chairperson not be present at any meeting of the Board of Governors, the members then present shall elect, from their number, a Chairperson for that meeting.

15.3.7 The Board of Governors shall determine its own rules and procedures in all respects.

15.3.8 The Board of Governors shall keep minutes of all its meetings. Any such minutes, or any extract therefrom, signed by the Chairperson, shall be received as *prima facie* evidence of the matters stated therein.

15.3.9 A resolution in writing signed by all members of the Board shall be as valid and effectual as a resolution adopted at a duly convened meeting of the Board.

15.4 **Secretariat**

15.4.1 The Board of Governors shall appoint an Executive Director who shall be the administrative head and Chief Executive Officer of the Network and he/she, together with the administrative, financial, communications and other officers of the Network, shall constitute the Secretariat of the Network.

15.4.2 The Executive Director shall be responsible for the day-to-day administration of the affairs of the Network.

15.4.3 The Executive Director shall be responsible for the appointment of staff and shall, when appointing Heads of

Units, make such appointments in consultation with the Board of Governors.

15.4.4 The Executive Director shall be appointed on such terms and conditions as shall be agreed upon the Executive Director and Board of Governors. The other officers of the Secretariat shall be appointed on such terms and conditions as shall be agreed upon by such officers and the Executive Director (in consultation with the Board of Governors); provided that the Executive Director and each officer of the Secretariat shall be appointed for such contract periods not exceeding five (5) years, which may be renewed once, at the discretion of the Board of Governors, for such further contract period not exceeding five (5) years, provided that the Board of Governors may, in exceptional circumstances, further renew the appointment of the Executive Director or such other officer of the Secretariat for such period, shorter than five (5) years, as shall be necessary only to normalize such exceptional circumstances.

15.5 **Technical Committee**

15.5.1 The Board of Governors shall appoint a Technical Committee. Each Technical Committee shall be appointed for a term of two (2) years and its members shall be eligible for re-appointment by the Board of Governors provided that no member of the Technical Committee shall hold office for more than two (2) consecutive terms of two (2) years each.

15.5.2 The Technical Committee shall consist of six (6) members who shall be constituted as follows:

- (a) four (4) members who are distinguished FANR policy researchers drawn from within the Region but who are not active members of any Node;
- (b) one (1) member who should be a distinguished policy analyst from a regional policy network or research institute in Africa but which is outside the Region;
- (c) one (1) member drawn from an internationally reputed policy research institute outside Africa.

15.5.3 The Executive Director shall be an ex-officio member of the committee.

15.5.4 The Board of Governors shall determine the terms of reference of the Technical, which shall include, without limitation, the appraisal of project proposals submitted by the various Nodes and the Secretariat, the approval of guidelines for appraising projects, the provision of advice to the Secretariat on the format for preparing proposals and monitoring projects, the review of the quality of the products of such projects.

15.6 **Nodes**

15.6.1 The Secretariat shall facilitate the establishment of Nodes in each of the Member States.

15.6.2 The main objectives of the Nodes shall be to promote policy dialogue among the key stakeholders in the respective Member States and generally to promote the objectives of the Network in the respective Member States.

15.6.3 The Nodes shall comprise the following stakeholder groups:

- (a) government ministries responsible for FANR;

- (b) policy research units or departments of agriculture or agricultural economics at universities;
- (c) private sector national umbrella organisations which deal with FANR;
- (d) national farmers' organisations.

15.6.4 The activities of each Node shall be co-ordinated by a local steering committee consisting of at least six (6) members appointed by the stakeholders referred to in clause 15.6.1.

15.6.5 Each Node shall be hosted by a Node hosting institution within the Member State. The Node hosting institution shall act as the secretariat of the Node.

15.6.6 The Secretariat, after consulting with stakeholders in the Member State in which the applicants are resident, shall recommend to the Board of Governors applicants (from within Member States) wishing to be constituted as a Node for determination by the Board of Governors in terms of Clause 9 above.

15.6.7 The Executive Director and the Secretariat generally shall oversee the operation of the Nodes.

15.6.8 Each Node hosting institution shall, upon the Node hosted by such institution being admitted as a member of the Network, sign, on behalf of the Node, a memorandum of understanding with the Network to regulate the relationship between the Node and the Network, subject to the provisions of this Constitution.

16. **FINANCIAL AND ACCOUNTING AFFAIRS OF THE NETWORK**

- 16.1 The financial year for the Network shall be from 1 April of each year to 31 March of the next year.
- 16.2 The Network's income shall be derived from members' subscriptions, aid, sponsorship and donations.
- 16.3 All monies received by or on behalf of the Network shall, in the first instance, be paid into such bank account or accounts as the Board of Governors shall from time to time open and operate on behalf of the Network.
- 16.4 There shall be at least two (2) signatories to all bank accounts of the Network and the authorised signatories shall be determined by the Board of Governors in its sole discretion from time to time.
- 16.5 The Board of Governors shall ensure that the Executive Director keeps proper books of account.
- 16.6 The Executive Director shall be the Chief Accounting Officer of the Network and shall cause to be produced an annual account of receipts and payments and a statement of assets and liabilities to be audited externally within three (3) months after the end of each financial year, and presented to the Board of Governors.
- 16.7 The Board of Governors shall present the Network's audited accounts to its members at every Ordinary General Meeting, together with any report issued by the auditors.
- 16.8 Subject to Clauses 5, 6, and 7 of this Constitution, the funds of the Network shall be applied for such purpose and in such manner as

the Board of Governors may, in its sole and absolute discretion, determine.

16.9 The Executive Director and the Secretariat shall cause annual budgets to be prepared before or at the commencement of each financial year and the funds of the Network will be employed in accordance with such budgets.

17. **AUDIT OF ACCOUNTS**

17.1 The accounts of the Network shall be audited internally every quarter and shall be subject to an external audit every year within three (3) months of the end of each financial year by auditors appointed or approved at the last Ordinary General Meeting.

17.2 The auditor appointed or approved at the last Ordinary General Meeting shall have access to all the books of account and other accounting records of the Network and shall examine the Network's annual accounts and produce a statement and certificate on whether the accounts are correct, duly vouched and in accordance with the law.

17.3 The report, statement and certificate issued by the auditor in respect of the annual accounts shall be received by the Board of Governors and presented at the next Ordinary General Meeting.

17.4 The auditor may be paid such fees as may be agreed with the Board of Governors.

17.5 The auditor shall not be an officer of the Network or member of the Board of Governors.

18 **REPORTS AND ANNUAL RETURNS**

The Executive Director shall file the following reports and returns with the relevant government authorities in any country in which FANRPAN is registered and with the relevant government authorities in the country hosting the FANRPAN Secretariat:

18.1 a certified copy of the audited accounts and any report thereon, within twenty one (21) days of completion of the audit of the annual accounts;

18.2 a return of the names and addresses of the office bearers of the Network, that is to say, members of the Board of Governors, the Secretariat and the Chairperson of the Network, within twenty one (21) days of the appointment or election of the office bearer; and

18.3 an annual report of the activities and annual returns of any imported assets, to enable a check on the proper use of imported assets for which duty, surtax, import tax, et cetera, was waived, by no later than twenty one (21) days of the end of each financial year.

19. **SUBRULES**

The Board of Governors may from time to time make sub-rules to regulate matters of a purely administrative and formal nature not necessarily dealt with in this Constitution, provided that such subrules shall meet the requirements of the laws of the country in which the Network, its Secretariat, Nodes, committees or sub-committees may be functioning, and provided further that within sixty (60) days of the making of any such subrules, notice thereof, in writing, is circulated to all members of the Network, specifying *inter alia* the reasons for the making of subrules.

20. **INSPECTION OF RECORDS**

The books of account and all other documents relating thereto and the register of all members of the Network shall be open for inspection to any member of the Network and any regulatory authority, provided that members shall be required to give at least seven (7) days' notice in writing of their intention to inspect the records, or any part thereof, to the Executive Director.

21. **AMENDMENTS TO THE CONSTITUTION**

21.1 The Network, in general meeting, may from time to time, by a resolution passed at such meeting, amend any provision of the Constitution, provided that:

21.1.1 such resolution shall be passed by at least two-thirds (2/3) of the members entitled to vote, represented by their duly appointed representatives, at the general meeting;

21.1.2 at least sixty (60) days notice shall be given to all members specifying the nature of the amendments proposed, the date and venue of the general meeting at which the amendments proposed will be deliberated upon; and

21.1.3 a quorum in terms of Clause 14.5 hereof shall be present.

21.2 The Board of Governors may make alterations to the Constitution to adjust the form and/or terminology but not the substance of the Constitution to meet the legal requirements of any Member States, provided that the Board shall give similar notice to the members as required in terms of Clause 21.1.2.

22. **MISCONDUCT OF MEMBERS**

22.1. A member of the Network shall be responsible for an act of misconduct should it, or any delegate representing it at a general meeting of the Network, in the opinion of the Board of Governors:

- 22.1.1 breach any of the provisions of this Constitution or sub-rules made under it; or
 - 22.1.2 be responsible for any improper conduct; or
 - 22.1.3 fail to make payment of any money due to the Network after its due date or after due notice; or
 - 22.1.4 be responsible for conduct offensive to members or officers of the Network; or
 - 22.1.5 introduce into the Network or any meeting of the Network any person whose presence shall be prejudicial to the interests and reputation of the Network or objectionable to the members as a whole; or
 - 22.1.6 behave in a manner unbecoming of a member of the Network or prejudicial to the interests and reputation of the Network, whether within the Network's premises or outside them, or without cause or justification behave in a manner which is offensive or unbecoming towards any other member, or guest, or the staff employed by the Network.
- 22.2. The Board of Governors shall formulate the rules of procedure to be adopted in laying a charge of misconduct, and investigations and a hearing or hearings to determine the charge in respect of the conduct of any member, provided that such rules shall be in accordance with the rules of natural justice.
- 22.3. If the Board of Governors determines that a member is responsible for an act of misconduct, it shall have power to:

- 22.3.1. expel such member from the Network and delete its name from the register of members; or
 - 22.3.2. deprive such member of any or all of the rights, benefits and privileges of its membership, during such time or period as the Board of Governors may, in its sole and absolute discretion, determine; or
 - 22.3.3. call upon such member in writing, through the Executive Director, to resign its membership and, if it fails to tender its resignation within seven (7) days of the date of such request, to expel such member and delete its name from the register of members; or
 - 22.3.4. caution such member; or
 - 22.3.5. impose such condition upon such member as to the use of the facilities of the Network as the Board of Governors may, in its sole and absolute discretion, determine.
- 22.4. The Board of Governors shall notify the affected member in writing of its decision and such notice shall be sent to the member by registered post at its address as appearing from the register of members.
- 22.5. Any member found to have been responsible for an act of misconduct and penalised in one or more ways in terms of Clause 22.3 shall have a right, within twenty one (21) days after the date of posting to it of the notice of the decision of the Board of Governors, to lodge an appeal in writing against the decision of the Board to the general meeting of members at the Ordinary General Meeting; if such next Ordinary General Meeting is not due to be convened

within a period of six (6) months after the date of lodging such appeal, then a Special General Meeting of members shall be convened for that purpose, in accordance with the provisions of Clause 14.4.1. and the delegates at such general meeting shall decide by simple majority on the appeal and their decision shall be final and binding.

23. **DISSOLUTION**

23.1. The Network may be dissolved by resolution passed at a Special General Meeting called for that purpose, provided that such resolution is passed by not less than three-quarters (3/4) of the delegates present and entitled to vote at the Special General Meeting and provided further that at least six (6) months' notice shall have been given to all members, specifying the proposals of dissolution and the reasons therefor.

23.2. In the event of dissolution, the assets of the Network remaining after discharge of liabilities due by the Network shall be disposed of by the Board of Governors in such manner as the members of the Network in general meeting may, by ordinary resolution, determine, provided that no property whatsoever shall be given or transferred to or distributed amongst the members of the Network, but it shall be given or transferred to some other institution having similar objectives, and which similarly prohibits the distribution of its assets amongst its members.

We, the undersigned members of FANRPAN, whose names and signatures appear below, hereby agree to be bound by the provisions of this revised Constitution which was adopted by the members of FANRPAN at the General Meeting held on 6th September 2007.

SIGNED at this
2007.

day of

1.

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For and on behalf of the
The Angola Node

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For and on behalf of the
The Botswana Node

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For and on behalf of the
The Lesotho Node

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For and on behalf of the
The Malawi Node

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For and on behalf of the
The Mauritius Node

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For and on behalf of the
The Mozambique Node

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For and on behalf of the
The Namibia Node

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For and on behalf of the
The Swaziland Node

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For and on behalf of the
The South Africa Node

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For and on behalf of the
The Tanzania Node

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For and on behalf of the
The Zambia Node

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For and on behalf of the
The Zimbabwe Node