#### LORNA CHILDREN'S FOUNDATION KENYA FUND (LCF-Kenya)

#### Empowerment through Education

## 2009-2010 Project Proposal



These children lost both parents and are now being taken care of by a grandmother. Kenya is home to many orphaned children many of whom drop out of school due to lack of community support (Kenya)

## Lorna Children's Foundation Kenya Fund (LCF-

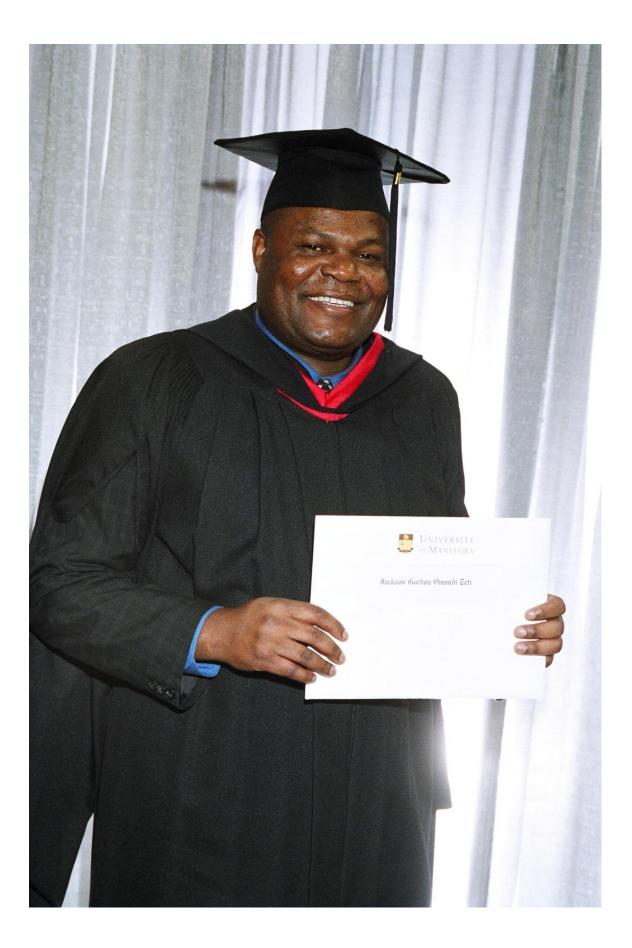
**Kenya**) was founded in Winnipeg in March 2008 by Gordon Teti following his visit to his native country Kenya in December 2007 where he came face to face with the plight of the many destitute children whose future hang in the balance just like his several years ago. **LCF-Kenya** is a Non-Profit Charitable Organization that funds, in collaboration with **Accountable Development Works** (**ADW**) and **Enlarged Tent for Growth and Outreach in Africa (ETEGOA)**, the education and care of underprivileged children in Nyanza Province of Kenya.



These children's future will be determined by the level of education they will acquire (Kenya)

#### **Our Story:**

When we talk about poverty and its consequences, this is an experience that is personal to the founder of **LCF**-**Kenya**. When we talk about the power of education and the many doors that it unlocks, Gordon Teti's story is a reflection of what education can do in people's lives.



Born in Kisumu District of Nyanza Province in Kenya, Gordon struggled with life growing up as a child. Gordon, together with his siblings, lived in a mad-walled grassthatched house and slept on a papyrus mat. As majority of the children in his Nyahera village, Gordon went to school barefooted; school uniform doubled as his special clothing for important occasions such as sunday school and christmas celebrations. It was not until Gordon passed his standard 7 examination at the age of 15, leading to his admission to Form 1 in a boarding school that he was privileged to put on shoes for the first time; shoes was a requirement as part of school uniform. Gordon had the honour of watching a television for the first time when he joined a boarding secondary school. Gordon's story is therefore not different from the experience of the two beautiful souls in the above photograph and of the many children in Kenya today. However, there is uniqueness in Gordon's life that shaped his destiny. Although Mama Lorna, Gordon's mother, never had any formal education, she believed in the power of education and how education can change someone's life for the better. She encouraged her children to take education seriously. After completing his primary education Gordon proceeded to secondary and high schools and went to graduate with a Bachelor of Arts in Political Science and History from the University of Nairobi, Kenya in 1992. After working for the Kenya Government for 3 years, Gordon took unpaid study-leave in 1996 to enroll for a one-year Postgraduate Diploma Program in Diplomacy at the Institute of Diplomacy and International Studies, University of Nairobi, graduating in 1997. In 2000, Gordon took yet another study-leave to

pursue a Master of Arts in International Relations at the University of Manitoba, Canada. Being a self-sponsored international student, the odds were great but were no match for a hungry soul yawning for knowledge. In 2004, Gordon graduated with honours and a major in United Nations Peacekeeping. In 2007 Gordon graduated with a Diploma in Project Management and a Certificate in Management from the University of Winnipeg, Canada. Gordon attributes his academic success to his mother whom he believes instilled in him the knowledge and wisdom that education empowers. Consequently, LCF-Kenya was founded to honour the legacy of Mama Lorna who passed away too young before enjoying the fruits of her labour. With the support and collaboration from our partners, Accountable Development Works (ADW) and Enlarged Tent for Growth and Outreach in Africa (ETEGOA), LCF-Kenya's vision is to empower the youth through education. This will be a befitting legacy for a great mother who inspired a generation - a lasting contribution to the community.

# Who We Are:

Lorna Children's Foundation Kenya Fund (LCF-Kenya) is an affiliate of Accountable Development Works (ADW); an international Charity based in Winnipeg, Canada. Please, for details visit ADW Web Site at: www.accountabledev.com Gordon Teti, Founder Lorna Children's Foundation Kenya Fund (LCF-Kenya) C/O Accountable Development Works (ADW) 58 Ryerson Avenue, Winnipeg, Manitoba R3T 3S2 Canada Tel. 1-204-802-4754 E-mail: tetigordon@yahoo.ca

## **PROJECT OVERVIEW**

#### **Project Sponsor**

Jason Dudek, Executive Director Accountable Development Works (ADW) 58 Ryerson Avenue, Winnipeg, Manitoba R3T 3S2 Canada Tel. 1-204-802-4754 E-mail: <u>director@accoutabledev.com</u> Alternative E-mail: <u>manoftheplains@yahoo.ca</u>

#### **IN-FIELD AFFILIATE**

Ambassador Orie Rogo – Manduli Board Chairperson **Enlarged Tent for Growth and Outreach in Africa (Etegoa)** Post Office Box 46553 – 00100 Nairobi, Kenya Tel. 011-254-724-359-286 E-mail: <u>info@oresrecruitment.com</u>

## **OBJECTIVE:**

To offer scholarship fund to children who drop out of school due to poverty in Nyanza Province in Kenya. **LCF-Kenya** in partnership with Etogoa strives to provide scholarships for school fees, uniforms, food and other basic necessities for children who would otherwise not get education at all.

## **PROJECT BENEFICIARIES:**

Destitute and orphaned children who drop-out of primary and secondary school in Nyanza Province in Kenya. The project has identified 20 children for funding, all of whom are photographed in this bulletin. Out of these children, 3 who are in secondary schools require immediate financial support.

## **BENEFICIARIES SELECTION PROCESS:**

Etegoa field officers will gather information and data by interviewing:

- Local government administrators Chiefs/Assistant Chiefs
- ➢ Community leaders
- ➢ Faith-based organizations
- Local education stakeholders/Professional Associations
- Community Associations



Empowerment through education: Gordon Teti and Mayor Sam Katz; City Hall, Winnipeg



Together we can empower these children through education (Kenya)

# EDUCATION AND POVERTY IN AN INTERNATIONAL CONTEXT

http://www.tc.columbia.edu/i/a/document/4255\_SIEVolum e4Education&Poverty.pdf

#### DEPRIVED CHILDREN AND EDUCATION KENYA http://www.crin.org/docs/Kenya\_education\_final.pdf



Caring for orphaned grandchildren (Kenya)

allAfrica.com: Kenya: Economic Report: Nyanza is Kenya's Poorest Province

The poverty levels are taking toll on education, especially in female-headed households. ... Copyright © 2005 The East African Standard. All rights reserved. ...



Destitute and Orphaned Children

# **PROJECT SUSTAINABILITY:**

Sustained effort in fundraising and forging partnerships will be made by reaching out to the following among other organizations and individual well-wishers:

- Kenya Government/Kisumu Municipal Council
- Local and International NGOs
- Winnipeg Foundation
- Canadian International Development Agency (CIDA)
- United Nations Children's Fund
- $\succ$  The Posse Foundation, Inc.
- Bill and Melinda Gates Foundation
- United States Agency for International Development
- Norwegian Agency for Development Cooperation

- Swedish International Development Cooperation Agency
- ➢ German Technical Cooperation (GTZ)
- > Australian Agency for International Development
- ➢ Japan International Cooperation Agency



A gift of chicken to Gordon Teti



Empowering girl child through education

## Sh4bn scholarship set aside for orphans

http://www.nation.co.ke/News/-/1056/598048/-/u69ols/-/index.html

By NATION Correspondents Posted Wednesday, May 13 2009 at 21:41 Orphans and vulnerable learners are set to receive scholarships worth Sh4 billion. A total of 3,300 beneficiaries from various districts across Kenya will be selected by the USAid and the Ministry of Education by the end of August 2009.



Empowering orphan Children through education

## **Image Gallery**

http://www.nation.co.ke/magazines/-/1190/597874/-/jgyce8z/-/index.html The scholarship programme is funded by the US President's Emergency Plan for Aids Relief. Speaking at the scholarship launch in Nairobi on Wednesday, the US deputy chief of mission, Pamela Slutz, said that the scholarships would help transform the lives of needy and bright children.

"A well-educated citizenry is essential in fostering democratic good governance and economic prosperity," Ms Slutz added. The scholarship also includes money for uniforms, textbooks, examination and boarding fees for students.



Gordon Teti

## **Five years**

The grant will be available for the next five years. Education minister Sam Ongeri, in a speech read on his behalf his assistant minister Ayiecho Olweny, thanked USAid for the initiative which, he said, would help reduce the drop out rate due to the HIV/Aids pandemic. Kenya's education system, he said, was at the risk of losing 2 million orphans and vulnerable children by 2010. Already, the Ministry of Education has disbursed Sh330 million to 3,250 primary schools countrywide to assist vulnerable children.



Development and empowerment with the support of Friend of Kenya and the international Community: Dr Alhaji Ahmad Tejan Kabbah, Ex-President of Sierra Leone



Gordon Teti and Suleiman Obudho, orphan, (Kenya)

<u>allAfrica.com: Kenya: Aids Spread Relief</u>... to be in Nyanza Province, which is also the epicenter of the HIV/Aids crisis. ... Copyright © 2004 The East African Standard. All rights reserved. ... allafrica.com/stories/200407260687.html



Mzee Oyigo Apamo (Kenya)

#### allAfrica.com: Kenya: Economic Report: Nyanza is Kenya's Poorest Province

... 2005 lists Nyanza as Kenya's poorest province with poverty levels ranging from ... The poverty levels are taking toll on education, especially in female .

#### allAfrica.com: Kenya: Citizens Dying Young And Poor -UN Report

The province's poor performance on the poverty index has also been attributed to ... illiteracy levels at 17.6 per cent followed by Central (17.2), Nyanza (28.9) and ... allafrica.com/stories/200702271160.html



Gordon Teti, Kenya

## STUDENT COMMITS SUICIDE

By Kepher Otieno East Africa Standard Newspaper, Online Edition, Tuesday, June 16, 2009 (Kenya)

A student has committed suicide allegedly after he was sent home over school fees.

Nyanza Provincial Police Officer Anthony Kibuchi told The Standard that the Mbita High School student killed himself on Thursday night because of fees problem. The deceased, Lameck Kiunge, 20, an orphan, was found hanging from a tree at his grandmother's homestead in Kaksingri village, Suba District.

Mr Kibuchi said the student was sent home for fees but got worked up when his foster parents could not raise it.....her sister brought him brought him back but he was said to have seemed unhappy."



Development and Empowerment through partnership with faith-based community organizations



Ambassador Orie Rogo – Manduli, Board Chairperson Enlarged Tent for Growth and Outreach in Africa (Etegoa)



**Poor KCPE results in Nyanza blamed on HIV/Aids** By:Wesley Rutto , Posted Online KBC News: Sat, Dec 30, 2006

HIV/Aids pandemic has been cited as one of the contributing factors to the declining education standards among the girls in Nyanza province. Kisumu rural MP Prof. Anyang Nyong'o says that the pandemic has had a devastating impact on girls in the area as many had been left orphaned after their parents succumbed to the disease.

Prof. Nyong'o said members of parliament from the region had allocated a large amount of constituency development funds {CDF} to improving physical facilities in schools to check the trend that he said was worrying.



The Legislator said there was need to increase social amenities for girls in schools and provide sanitary facilities as a way of encouraging retention in schools.

Prof. Nyong'o said recommendations arising from stakeholders education meeting in July aimed at reversing declining education standards in the province had been forwarded to the education ministry for implementation.

Friday, two Members of Parliament from Nyanza province attributed the declining education standards in the area to high poverty levels. Nyando MP Eric Nyamunga and his Gem counterpart Jakoyo Midiwo said whereas the province had high irrigation potential, floodwaters were not being harnessed to improve on agricultural development.

The two legislators said the situation has contributed to high poverty levels, hence impacting negatively on education standards especially the girl-child.

Speaking to the press Friday, the legislators called for the implementation of an affirmative action to help address the high disparity in education where girls continued to perform poorly in national examinations as compared to boys.

Midiwo also blamed declining education standards in the province to lack of adequate facilities and teachers and called on the Government to address the issue.



Development and Empowerment through partnership with community leaders (Kenya), December 2007

Participatory Community Development in the Time of HIV/AIDS Kanyawegi Village, Kenya UBC Global Students Initiatives (UBC GSI) <u>http://educ.ubc.ca/africa/PDFs/gsi\_community\_developme</u> <u>nt.pdf</u>

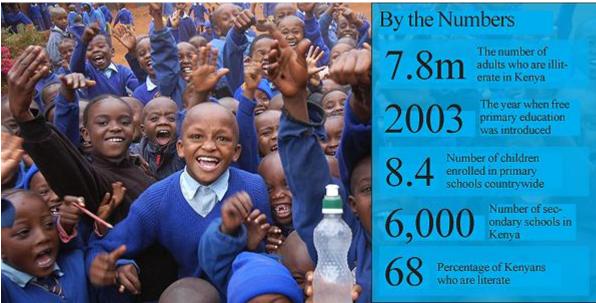


Development and Empowerment through partnership with local NGOs and Governments (Kenya), December 2007

FAILING OUR CHILDREN: BARRIERS TO THE RIGHT TO EDUCATION

http://www.hrw.org/reports/2005/education0905/education 0905.pdf

# Hunger, poverty keep 1.8m Kenyan children out of school



By BENJAMIN MUINDI Nation Daily Newspaper Online Edition; Posted Tuesday, September 8 2009

The number of Kenyan children locked out of schools has reached 1.8 million. The figure remains high despite the introduction of free primary education in 2003.

The troubling statistics of children who have never been to school were revealed on Tuesday as the world celebrated the International Literacy Day.

Of the children who have never been to school, 57 per cent are girls, with boys still enjoying a privileged position in terms of access to education and life opportunities. And out of the 862 million illiterate adults in the world, 7.8 million are from Kenya. According to the United Nations Educational, Scientific and Cultural Organisation (Unesco), 75 million children worldwide are out of school.

The country on Tuesday deviated from the UN theme of "Literacy and Health" in the celebrations to link such high illiteracy rates to the food crisis.

"The rates can be linked to the prevailing conditions in our country. Lack of adequate food, among others," said Education minister Sam Ongeri.

Kenya's literacy rate stands at 68 per cent, with the government hoping to achieve 80 per cent by 2010.

Although the free primary education programme brought on board many boys and girls formerly locked out of education, the government's inconsistency in disbursing the funds has hugely affected enrolment.

Among the poor, parents have been forced to withdraw or delay sending their children to school. Primary schools

Currently, 8.4 million children are enrolled in the country's more than 20,000 public primary schools while 6,000 secondary schools have 1.4 million students. But about two million primary school graduates have missed out on secondary school education.

"Despite the power of literacy to transform lives and patterns of social development, there is neither the political will nor the resources to make literacy a priority," said Unesco director-general Koichiro Matsuura. Illiteracy has therefore limited the abilities of adults to function in society, putting them at a disadvantage, with fewer options in terms of jobs.

Unesco further notes that for every 100 literate men there are only 84 literate women.

"For all those men and women who live without access to basic reading and writing, literacy opens up opportunities, improves their standards of living, and reduces poverty," added Mr Matsuura.

The Adult Education Department, created in 1979, and charged with the duty of fighting illiteracy, is still facing teething problems.

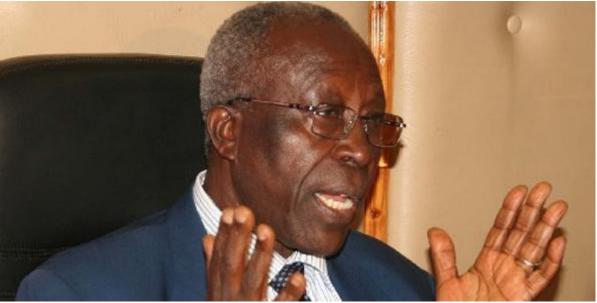
Officials said the department needed to hire more than 20,000 teachers for the programme to be a success. The department has since been moved to the Ministry of Education.

"Our target is to have four teachers per sub-location, but we understand the current situation where the government is unable to give us additional teachers due to financial constraints," the department's director Joyce Kebathi told the Daily Nation.

The department has one centre per location and around 1,800 full-time teachers employed by the government, with

around 3,000 more part-timers and volunteers paid a token allowance.

(Source: http://www.nation.co.ke/News/-/1056/655076/-/item/1/-/dw79yez/-/index.html )



Education minister Prof Sam Ongeri.

The number of children out of school stands at 1.8 million, despite the launch of the Free Primary Education in 2003. Photo/FILE

By BENJAMIN MUINDIPosted Tuesday, September 8 2009

In Summary: Out of the 862 million illiterate adults in the world, 7.8 million are Kenyans

The number of children out of school has increased by three million globally, even as the International Literacy Day was marked on Tuesday. According to the United Nations Educational, Scientific and Cultural Organisation (Unesco), 75 million children worldwide are out of school.

In Kenya, the number stands at 1.8 million children, despite the launch of the Free Primary Education (FPE) in 2003. Out of these children, 57 per cent are girls, with boys still enjoying a privileged position in terms of access to education and life opportunities.

And out of the 862 million illiterate adults in the world, 7.8 million are Kenyans.

Kenya marked the day under the UN theme of Literacy and Health in the celebrations to link the high illiteracy rates to the food crisis.

"The rates can be linked to the prevailing conditions in our country. Lack of adequate food, among others," said Education minister Sam Ongeri in his message.

Kenya's literacy rates stands at 68 per cent with the government hoping to achieve 80 per cent by 2010.

Even though the implementation of FPE brought on board many boys and girls formerly locked out of education, the government's inconsistency in disbursing these funds has affected enrollment.

"Despite the power of literacy to transform individual lives and patterns of social development, there is neither the political will nor the resources to make youth and adult literacy a priority," said Unesco director general Koichiro Matsuura. "For all those men and women who live without access to basic reading and writing, literacy opens up new opportunities, improves their standards of living, and reduces poverty."



Kawango Agot, PhD, MPH, Director, Impact Research & Development Organization, Tuungane Youth Center/ UNIM Project, Lumumba Health Center, KISUMU, KENYA

## ANNEX I

Memorandum of Understanding made this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

#### Between:

**ACCOUNTABLE DEVELOPMENT WORKS**, (Hereinafter referred to as **ADW**) a charity registered under the Income Tax Act of Canada having its office at 58 Ryerson Avenue, Winnipeg, Manitoba R3T 3S2, hereinafter called;

and

**LORNA CHILDREN'S FOUNDATION KENYA FUND** (Hereafter referred to as **LCF-Kenya**) is a **Scholarship Fund** founded in Winnipeg by Gordon Teti to honour the legacy of his mother, Mama Lorna Teti. The objective of the Fund is to help educate "bright" children in Kenya who drop out of school due to poverty. At the beginning, the Fund will focus its operation mainly in Nyanza Province of Kenya and later spread to the rest of the country. To find out more about the charity's story, please visit the Organization's Web Site: <u>www.lornachildren'sfoundationkenyafund.org</u>

#### Whereas:

- A. **ADW** is a charity registered under the Income Tax Act of Canada with offices in Winnipeg, Manitoba
  - a. **LCF-Kenya** is a Scholarship Fund established in Winnipeg, Canada to help educate "bright" children in Kenya who drop out of school due to poverty. As a **non-profit organization, LCF-Kenya's** mission is to fund the education and care of underprivileged children from Nyanza Province of Kenya, a region with a very high school drop-out rate due to poverty.
  - b. The goal of LCF-Kenya is to ensure availability, affordability and quality of education to youth especially higher education LCF-Kenya believes that 'the only way to break the cycle of poverty which continues to haunt South Kenyan society is through the provision of education to the nation's future generations.
- B. **ADW** intends to increase the capacity of **LCF-Kenya** by raising funds for the education of underprivileged children in Kenya who drop out of school due to poverty as outlined in **LCF-Kenya** 2009/2010 proposal.

In consideration of the representations, provisions and agreements contained herein the Parties hereto agree as follows:

#### **1.0 Intention of the Parties**

- 1.1 The parties hereto intend to increase the capacity of **LCF-Kenya** to care for and help with the education of underprivileged children in Nyanza Province of Kenya by raising money for the education and care of the underprivileged children as outlined in **LCF-Kenya** 2009/2010 proposal.
- 1.2 **LCF-Kenya** intends to use any money raised and delivered by **ADW** for the sole purpose of increasing **LCF-Kenya** ability to care for and fund the education of underpriceded children in Nyanza Province of Kenya.

#### 2.0 Responsibilities and Undertakings of ADW:

- 2.1 **ADW** agrees to support and augment the activities of **LCF-Kenya** by raising money for **LCF-Kenya** by raising money for the education and care of the underprivileged children as outlined in **LCF-Kenya** 2009/2010 proposal.
- 2.2 Once the money is raised, **ADW** will send one of its Canadian Trustees to Nyanza Province of Kenya to oversee the delivery and proper use of the funds as outlined in **LCF-Kenya's** proposal and in this MOU. At this time **ADW** Trustee will carry out an assessment of **LCF-Kenya** Services to ensure that they continue to be carried out in the same manner and quality as when they were first observed by **ADW's** Trustee. If, in the sole opinion of ADW Trustee, there are material changes in the quality of Services provided or the Services are otherwise unsatisfactory, this shall constitute an event of default by **LCF-Kenya** and render this MOU void.
- 2.3 ADW will be responsible for collecting and maintaining adequate financial records and progress reports regarding the raising and dispersion of funds to **LCF-Kenya**. These records will be kept at The Foundation's Canadian office, with copies provided to **LCF-Kenya**.
- 2.4 After the Funds have begun to be distributed, **ADW** will continue to monitor **LCF-Kenya** programs through local members. It will send a representative to assess the use of the funds within one year of initial dispersion and every six months thereafter.
- 2.5 Any funds raised by **ADW** for **LCF-Kenya** must be spent exclusively as:
  - a. Scholarship fund as explicitly outlined in **LCF-Kenya** 2009 proposal and budget. The money must be spent in strict accordance to this budget.
  - b. Provision of necessities for the underprivileged children, such as school uniform, pocket money and other fees as explicitly outlined in **LCF-Kenya** 2009/2010 proposal and budget. The money must be spent in strict accordance to this budget.
  - C. Operational costs of the organization, such as salaries and registration. These costs are explicitly outlined in LCF-Kenya 2009/2010 proposal document and the money must be spent in strict accordance to this budget.

If **ADW** has reason to believe that the funds are being spent in any other manner, such as for other aspects of **LCF-Kenya** activities or for personal use, this will

constitute a default of this MOU and **ADW** will cease all funding immediately.

#### 3.0 Responsibilities and Undertakings of LCF-Kenya:

- 3.1 **LCF-Kenya** must spend all funds given in the manner originally agreed to, and as explicitly outlined in **LCF-Kenya** 2009/2010 proposal and budget documents.
- 3.2 **LCF-Kenya** will continue to provide its Services to the underprivileged children in Nyanza Province of Kenya in the same quality and manner as first observed by ADW Trustee.
- 3.4 **LCF-Kenya** will be expected to seek out other partners and donors who may augment the **LCF-Kenya's**, either through capacity building, joint activities, or direct financial support.
- 3.5 Any funds given to **LCF-Kenya** by **ADW** must be spent as outlined above. If the funds are spent in any other manner, for instance on personal use, this will constitute a default of this MOU and ADW will cease all funding immediately.
- 3.6 **LCF-Kenya** will provide and maintain financial records of account and relevant government documentations being provided by ADW with indications that ADW is a Canadian charitable organization.
- 3.7 For as long as **LCF-Kenya** continues to provide Services to the community with help from ADW, **LCF-Kenya** will provide written monthly progress reports to ADW.
- 3.8 **LCF-Kenya** accepts full responsibility for adhering to the conditions of this agreement.

#### 4.0 Events of Default

- 4.1 If, at any time during any phase of its relationship with **LCF-Kenya**, the Foundation has reason to suspect that monies given are being used for purposes other than providing scholarship funding to the underprivileged children as outlined in **LCF-Kenya** 2009/2010 proposal, this will constitute an event of default of this agreement.
- 4.2 If, in the opinion of **ADW's** trustees, the operational funds raised for **LCF-Kenya** are being misused, this constitutes a default of this agreement by **LCF-Kenya**.
- 4.3 If **LCF-Kenya** fails to fulfill its responsibilities and undertakings as outlined in this agreement, this will constitute an event of default of this agreement.
- 4.4 If, at any time, **ADW** is unsatisfied with the quality of Services provided by **LCF-Kenya**, it will consider **LCF-Kenya** to be in default of this agreement
- 4.5 In the event that **LCF-Kenya** is declared to be in default of this agreement, **ADW** reserves the right to halt its activities and withhold any and all funding.

- 4.6 In the event that:
  - 4.6.1 **LCF-Kenva** is declared to be in default of this agreement, or

4.6.2 **LCF-Kenva** is unable to continue providing adhering to the conditions of the Agreement,

- LCF-Kenva agrees to transfer its rights and responsibilities as per 4.6.3 the MOU so that the underprivileged children in Nyanza Province of Kenya will continue to benefit. If LCF-Kenya declines the transfer, **ADW** reserves the right to enter into partnership with:
  - another Community Based Organization or Noni)
    - Governmental Organization operating in the community; or
  - to the local governmental authorities. ii)

#### 5.0 Term and Start Date

- 5.1 The term of this agreement shall be for a period of 10 years commencing from the date that it is signed.
- 5.2 On expiration of the initial Term, LCF-Kenya shall have the right to continue providing scholarship funding to the underprivileged children in Nyanza Province of Kenya with the funds provided by ADW to ADW and LCF-Kenya entering into a new memorandum of understanding on terms and conditions to be mutually agreed.
- On expiration of the Term, or in the event that the parties hereto are 5.3 unable to mutually agree on a new memorandum of understanding, LCF-Kenya agrees to transfer all the funds provided by ADW as outlined in paragraph 4.6 above.

#### **IN WITNESS WHEREOF** this agreement has been executed by the parties hereto LORNA CHILDREN'S FOUNDATION KENYA FUND Witness:

By: Gordon Teti

Date: \_\_\_\_\_

ACCOUNTABLE DEVELOPMENT WORKS		
By:	Witness:	
Jason A. Dudek		
Date:		

## ANNEX II

## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN** 

## ENLARGED TENT FOR GROWTH AND OUTREACH IN AFRICA ETEGOA

AND

LORNA FOUNDATION

# THIS MEMORANDUM OF UNDERSTANDING is made this 2<sup>nd</sup> day of September 2009 between **ENLARGED TENT FOR GROWTH AND OUTREACH IN AFRICA** (**ETEGOA**) of Post Office Box 46553 – 00100 Nairobi and the **LORNA FOUNDATION KENYA FUND.**

**WHEREAS** ETEGOA is the implementing organization in Kenya and the Lorna Foundation is the partner in Canada.

**AND WHEREAS** the partners have undertaken to perform the tasks stated in the Memorandum of Understanding to the best of their ability and in conformity with the terms of this agreement and to the full satisfaction of the partners and the funding organizations;

#### NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. **THAT** this Memorandum of Understanding shall remain in force for the period of the project and any other extended period necessary to bring to the broad ends of the project.

#### **PROJECT GOVERNANCE:**

- 1. **THAT** ETEGOA shall manage all projects under the partnership in collaboration with local organizations of which is Tomorrow's Child Initiative (TCI);
- 2. **THAT** ETEGOA shall be the lead agency for the purposes of the implementation of this project;
- 3. **THAT both** organizations shall designate such time and resources necessary for undertaking such projects reports from the partner organizations into one for purposes of submitting the reports to the donors:
- 4. **THAT** the project shall under the lead agency open and run a separate account with a reputable bank as shall be necessary for the implantation of the projects that shall have been agreed upon;
- **5. THAT** ETEGOA shall make such reports as shall be necessary to the Lorna Foundation;
- **6. THAT** the partners covenant to exchange all information relevant to the project and to act at all times in good faith.
- **7. THAT** the partners hereto acknowledge that they do enter into this agreement in reliance wholly or partly on any statement or representation made by or on behalf of either of them save in so far as such statement or representation is expressly set out herein.

**8. THAT** any Notice under this agreement shall be in writing and shall be sufficiently served on either partner if delivered personally or if sent by registered post to the recipients last known address and a notice sent by post shall be deemed to be served 5 business days after posting.

**THIS MEMORANDUM OF UNDERSTANDING** constitutes the whole agreement between the parties hereto and no variations thereof shall be effected unless made in writing.

**IN WITNESS WHEREOF** the parties hereto have appended their respective signatures in on this ......day of ......in the year 2009.

SIGNED BY: on thisday of 2009 on behalf of ETEGOA	)	)
IN THE PRESENCE OF		)
SIGNED BY:on thisday of2009 on behalf of Lorna Foundation	)	))))))
IN THE PRESENCE OF		)

## ANNEX III

### CONSTITUTION OF ENLARGED TENT FOR GROWTH AND OUTREACH IN AFRICA (ETEGOA) NAIROBI

1

PART I ARTICLE 1 NAME

The name of the organization is ENLARGED TENT FOR GROWTH & OUTREACH IN AFRICA, Herein after the referred to as the "organization") ETEGOA

PART II OBJECTIVES

ARTICLE 2 MAIN OBJECTIVE

The main objective of the organization shall be to help the poor communities in Kenya to seek opportunities to improve their lives with through alleviation of urban and rural poverty among the least advantaged members of the society with specific emphasis on the youth and women.

#### ARTICLE 3 SPECIFIC OBJECTIVES

The specific objectives of this organization shall be to : -

- a) .Build and strengthen individual and constitutional capacity as well as provision of affordable, flexible and reliable platform to acquire finances to improve and further their living standards for sustainable development;
- b) Increase care and support to people infected and affected by HIV ad AIDS;
- c) Eradicate illiteracy by offering primary, secondary, college and technical education;
- d) Undertake training for communities in the areas of education and health especially around HIV and AIDS victims of the above calamities to be interested in their personal development and thereby transforming them positively thinking members of the society ready to be trained on various skills to be self reliant;
- e) Acquire land from local authorities throughout Africa. to establish rehabilitation organizations;
- f) Establish sporting initiatives to co-ordinate and integrate those already infected and affected as a means of attaining behavorial change;
- g) Use the media and information systems in campaigns to ease the assimilation of the idea of youth rehabilitation and development in the society ;.

- h) Carry out further research on the above issues;
- Provide training on relevant categories of courses that can be practicable by the representative levels of community with view of encouraging them to go into small enterprises upon completion of their training;
- j) Support research and ,information on urban and rural poverty to assist and connect the individual groups to opportunities;
- k) Initiate effort to create the growth of community development with a view to rebuilding the social and economic fabric of the poor communities across the continent;.
- Revitalize neighborhoods by strengthening the economic cultural and social assistance to children, women, men and the youth in general;
- m) Help in the provision of technical assistance in order to improve public policy on issues relating to the acquisition of the basic necessities for disadvantaged communities;.
- n) Assist in the provision of the much needed skill to the urban poor communities and the exposure of the trained youth and women to job opportunities in the sub-urban or non-metropolitan areas and assist the local government including anti-poverty activities in their economic development programs;
- o) Promote optimal growth and development of the communities from the most vulnerable urban families by providing opportunities and family support programs;
- p) Strengthen leadership in early childhood to help expand and develop links among various educational and social groups for wider dissemination;
- q) Support research and documentation with a view to eradicating domestic violence and violence against women in communities;
- r) Address the concerns of disadvantaged youth groups through interaction and documentation of best practices;
- s) Advocate for administrative reform to integrate youth development programs;
- t) Co-operate with the key institutions for data analysis and dissemination;
- v) Help create and establish economic opportunities for rural communities;
- w) Establish community based organizations wording in the rural areas to increase employment opportunities, improve environment, advocate for policy change among the traditions and organize credit with a view to creating of small enterprises among groups of youth in the society to embrace diversities of gender, race origin or ethnicity.

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- x) Acquire funds from donors and well wishers for the provision of credit to viable rural youth programs meant for public development on the basis of micro enterprise;
- y) Work closely with the government, donors, churches and other

training institutes to promote personal development among the 3

community, to reduce HIV/AIDS prevalence, to enhance the harmony and tolerance among different communities and; to

strengthen the survival and coping capacity of communities.

PART III MEMBERSHIP AND GOVERNANCE

#### ARTICLE 4 <u>MEMBERSHIP</u>

The membership of the organization shall consist of the subscribers to this Constitution and such other persons as the Board of the organization may from time to time admit to membership, the membership being not less than five persons (5).

#### ARTICLE 5 CESSATION OF MEMBERSHIP

A member shall cease to be a member if:

- a) He gives one month's notice in writing to the Board of his intention to resign from membership. Upon the expiry of such notice he shall cease to be a member but his liability to contribute to the funds of the organization in the event of its being wound up or dissolved shall continue for one year from the expiry of such notice;
- b) If he is removed from membership by the vote of not less than two-thirds of the members of the board at an extraordinary general meeting of the organization specially convened and at which he has been given a reasonable opportunity to attend and to be heard.

#### ARTICLE 6 NUMBER OF BOARD MEMBERS

- a) Until otherwise varied by a special resolution passed at a general meeting, the Board shall consist of honorary an chairman/chairlady, secretary and treasurer, provided that the chief executive may serve as the secretary, and even where the Chief Executive Officer shall not be the secretary shall be a member of the board. Provided that the Chief Executive Officer shall serve in an ex officio capacity.
- b) The Board shall be the the policy-making organ of the organization.

#### ARTICLE 7 THE MANAGEMENT STRUCTURE

- a) The Chief Executive Officer and his officers shall manage the day-to-day affairs of the Organization. The management may pay all expenses incurred in setting up and registering the organization and may use such powers of the organization as are not required by this constitution to be exercised by the organization in a general meeting.
- b) The general meeting shall invalidate any prior act of the management, which would have been valid, if such regulations had not been made.

#### ARTICLE 8 <u>SECRETARIAT</u>

The Chief Executive Officer shall be the head of the secretariat of the organization.

#### ARTICLE 9 FIRST APPOINTMENT TO THE BOARD

The first members of the board shall be appointed in writing by the subscribers to the constitution, and shall include five persons who shall act respectively as the chairman, secretary and treasurer youth and secretary of gender of the organization, until the

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conclusion of the first annual general meeting, provided that a member of the board shall be a member of the organization.

ARTICLE 10 OTHER APPOINMENTS OF THE BOARD

The board may be from time to time and any time appoint any member of the organization, incase of a vacancy, or by way of addition, to the board. Provided that the prescribed maximum is not thereby exceeded and provided also that the proposal to appoint any new member of the board under this section shall be set out in a formal resolution forming part of notice convening the board meeting. ARTICLE 11 ALTERNATES

- a) Any member of the board may appoint another member to be his alternate to act in his place at any meeting of the board at which he is unable to
  - b) Any person appointed to act as an alternate shall be entitled to exercise all rights and powers of a member of the board, and where they are members of the board, shall have a separate vote on behalf of their appointers in addition tom their own votes.
  - c) A member of the board may, at any time, revoke the appointment of an alternate appointed by him. The appointment of an alternate shall be revoked, ipso facto if his appointer ceases to be a member of the board.
- d) Every appointment and revocation under this paragraph shall be effected by notice in writing under the board of the hand of the appointee served on the organization and such alternate.

#### ARTICLE 12 OFFICE BEARERS

a) The office bearers of the organization shall be the following: -

- \_ Chairperson
- \_ Deputy Chairperson

\_ Secretary General

- \_ Deputy Secretary General
- \_Treasurer
- \_ Deputy Treasurer

b) All the office bearers shall be fully paid up members of the organization and shall be elected at the annual general meeting for a period of three years . ARTICLE 13

a) The organization shall at the annual general meeting after every three years elect from its member the office bearers.

- b) The office bearers shall be eligible for reelection at the expiry of the first term of three years.
- c) If the chairperson during his term of office shall cease to be a member of the organization, resign from office or die, the board of directors shall elect one of their members to hold office until the next annual general meeting, when a new chairman shall be elected.

i. The same procedure shall apply in the case of the other office bearers.

ARTICLE 14 <u>DUTIES OF THE OFFICE BEARERS AND OFFICIALS</u> 5

a) The chairperson shall chair all the meetings of the board and all general meetings and provide general policy guidelines related the affairs of the organization as expressly provided in the constitution.

b) In the absence of the chairperson, the directors shall elect one of their members to chair the meetings.

c) The deputy chairperson shall in the absence of the chairman liaise with the secretary and board members to convene the meeting.

d) The Secretary General shall be responsible to the general meeting and the board of directors and shall:

- a) Represent and act for the organization generally
- b) Do all such acts as may be necessary for the efficient running of the organization
- c) Maintain a full, complete and up-to-date record of the organization affairs.
- d) Keep minutes of the meetings of the board of board and of the general meetings.
- e) Carry out all correspondence and publicity on behalf of the organization.
- f) The Secretary shall be responsible for all the secretarial records of the organization. He/she takes down the minutes as accurate as possible of the proceedings, pressure and circulates to all members of the board.
- g) Arrange for the meetings of the organization on the instructions of the board of the directors or in special circumstances on the instructions of the general meetings.
- h) Do all such acts as are necessary for the efficient and effective running of the organization affairs.
- i) The Secretary shall also be responsible for ensuring that notices of all meetings and other related informations are dispatched to the members of the board regularly and in good time.

e) In the absence of the Secretary, the Deputy Secretary shall perform all the duties of the duties of the Secretary and such other duties as shall be assigned to him by the secretary or committee whether the secretary is present or not.

f) The treasurer shall in general ensure that proper accounting procedures are adhered to and shall in this regard:

i) Keep a proper accounting record of the all the financial transactions of the Organization;

- ii) Open a bank account on the advice of the board and ensure that all drawings from the account are countersigned either by the Secretary General or his deputy.
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- iii) Provide reports on the financial status of the organization and audited accounts to the general meeting.
- iv) Oversee the banking and withdrawals and arrangements for payments on behalf of the organization.
- g) The Assistant Treasurer shall perform such duties as may be specifically assigned to him by the treasurer or by the Board and in the absence of the treasurer, shall perform the duties of the treasurer.

#### ARTICLE 15 REMOVAL OF BOARD MEMBERS OTHER THAN OFFICIALS

- a) The board may resolve to remove any member of their body from office, but if such member should be aggrieved at his removal he may appeal to a general meeting to be called for this purpose.
- b) Any such member shall cease to act as a member of the board and to hold any other office under the organization, and its members for the time being of the board may act not withstanding any vacancy in their body, provided that in the case the members of the board are reduced in number to less than the minimum number prescribed by this constitution, that number shall be the quorum for the purpose of filling up vacancies in their body for the purposes of summoning a general meeting, but not for any other purpose.

Provided also that the board may co-opt any person or persons to advice the board in any capacity, which the board shall think fit.

#### ARTICLE 16 MEETINGS AND QUORUMS

a) The board may meet for the dispatch of business, adjourn and otherwise regulate their meetings, as they deem fit.

b) The quorum necessary for the transaction of business shall be not less than half the number of members of the board for the time being. Questions arising at any meeting shall be decided by a majority of votes. Incase of any equality of votes the chairman shall have a casting or second vote.

#### ARTICLE 17 CALLING OF MEETING

a) All normal meetings of the board shall be called by the secretary, acting in consultation with the chairman, by giving at least 15 days notice accompanied by the proposed agenda.

b) A member of the board may, and on the request of at least two (2) members of the board the secretary shall, at any time, summon a meeting of the board by at least twenty-one-days of notice served upon the several members of the board, with an indication of the proposed agenda.

ARTICLE 18 FORMATION OF COMMITTEES

a) The board may delegate any of their powers to committees consisting of such members of the board as they think fit, and any committee so formed shall, in the exercise of the power so delegated, conform to any regulations prescribed by the board. b) The meetings and proceedings of any cash committee shall be governed by the provisions of this constitution for the time being regulating the meetings and proceedings of the boards so far as applicable and so far as the same shall not be superseded by any rules made by the board. 7

c) All acts bona-fide done by any meeting of the board or any committee of the board or by any person acting as a member of the board, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as said or that they or any of the term were disqualified, be as valid as if every person had been duly appointed or had duly continued in office and was qualified to be a member of the board.

d) A resolution in writing signed by not less than two thirds of the members for the time being of the board or of any committee of the board who are duly entitled to receive notice of a meeting of the board or of such committees shall be valid and effectual as if it had been passed at a meeting of the board or of such committee duly convened and constituted.

ARTICLE 19 DISQUALIFICATION OF MEMBERS

The office of a member of the board shall be vacated:

- i. If a receiving order is made against him;
- ii. If he becomes of unsound mind;
- iii. If he fails to attend the meetings of the board period of six months except by special leave of the board;
- iv. If by notice in writing to the organization he resigns his office;
- v. If he is removed from office by a resolution duly passed under this constitution;
- vi. If he is removed from membership of the organization pursuant to a resolution of the meeting.

#### ARTICLE 20 GENERAL MEETING

a) The organization shall in each year hold a general meeting as the annual general meeting, in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it. Not more than fifteen months shall elapse between the date of one Annual general meeting and that of the next. The annual general meeting shall be held at such time and place, as the board shall appoint.

b) Annual general meeting shall be called ordinary general meeting and all other General Meetings shall be called extraordinary general meetings.

ARTICLE 21 MANNER OF CONVENING EXTRAORDINARY GENERAL MEETING

- a) The Board may, whenever it thinks fit, convene an extraordinary general meeting;
- b) The Board shall also, on the requisition of not less than one third of the members of the organization, proceed to convene on extraordinary general meeting.

c) Provided that the requisition must state the objects of the meeting and must be signed by the requisitions and deposited at the office.

ARTICLE 22 NOTICE GENERAL MEETINGS

- a) Twenty one (21) days` notice at least (exclusive of the day on which the notice is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of meeting shall, notwithstanding that it is called by shorter notice than that specified in the constitution, be deemed to have been duly called if it is so agreed by all the members entitled to attend and vote thereat.
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- b) Provided that the accidental omission to give notice to or the non-receipt of notice of any person entitled to receive such notice shall not invalidate the proceedings of that meeting.

#### ARTICLE 23 PROCEEDINGS AT GENERAL MEETINGS

- a) All business shall be deemed special that is transacted at any extraordinary general meeting and also all that is transacted at any ordinary general meeting with the exception of the accounts and the balance sheets, the reports of the board and the auditors, the election of the board, the appointment of the auditors, and the fixing of the remuneration of the auditors.
- b) Provided that no business shall transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Members present in person or by proxy shall constitute a quorum.
- c) If within an hour from the time appointed for a meeting a quorum is not present, the meeting if not convened upon the requisition of members shall be dissolved, and in any other case it shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall then be dissolved.
- d) The Chairman, or in his absence the Deputy Chairman of the board, if present shall preside over every general meeting. If there is no such Chairman or Deputy Chairman, or if at any meeting neither is present within 30 minutes after the time appointed for holding the meeting, the members present shall designate one of their members to chair meeting.
- e) The chairman at any meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourn meeting other than the business left unfinished. When such adjournment extends to more than 30 days since the original scheduled date of the meeting, notice of the adjournment meeting shall be given as in the case of an original meeting.

#### ARTICLE 24 VOTING AT GENERAL MEETINGS

- 1) Every member shall have one vote, provided that when any matter affecting a member personally comes before the meeting, although he may be present at it, he shall not be entitled to vote on the question and the chairman may require him to withdraw during the discussion, and he shall in that case withdraw accordingly.
- 2) On a poll, votes may be given personally or by proxy, provided that the instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or, if the appointer is a corporation either seal, or under the seal, or under the hand of the officer or attorney duly authorized. A proxy need not be a member of the organization provided that no person shall be entitled to be appointed a proxy of more two absent members.
- The instruments appointing a proxy and the power of the attorney of other authority, if any or a notarially certified copy of that power or authority
- shall be deposited at the office or at such other place convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote in the case of a poll, not less than 24 hours before the time appointed for taking the poll, and in default the instrument of the proxy shall not be treated as valid after the expiration of twelve months from date of execution.
- 4) At any general meeting a resolution put to the vote of the meeting shall be decided on a show hands unless a poll is (before or on the declaration of the result of the show of hands) demand by at least two members. Unless a poll is so demanded, a declaration by the chairman that a resolution has a show of hands been carried, shall be conclusive evidence of the fact without proof of the number or proportion of the vote recorded in favor of are against such a resolution. A demand for a poll may be withdrawn.
- 5) A poll demanded on the election of a chairman, or on the question f adjournment, shall be taken forthwith. A poll demanded on any other questions should be taken at such time as the chairman of the meeting directs and at that, any business other than upon which a poll has been demanded may be preceded with the pending taking of the poll.
- 6) Incase of an equality of votes, whether on a show of hands or on poll, the chairman of the meeting at, which a poll is demanded, shall be entitled to a second or casting vote.

#### ARTICLE 25 <u>CORPORATION OR ASSOCIATIONS ACTING BY</u> <u>REPRESENTATIVES AT MEETINGS</u>

a) Any corporation or association which is a member may, by resolution of its directors or other governing body or by notification in writing under the hand of

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some officer of such cooperation as may be duly authorized in that behalf, authorize such person as it thinks fit to act as its representative at any meeting of the organization and the persons so authorized shall be entitled to exercise the same power on behalf of the corporation or association could exercise if it were an individual member of the organization.

#### ARTICLE 26 FUNDS AND RESOURCE UTILIZATION

a) The funds and assets of the organization shall be applied solely towards the promotion; and no portion thereof shall be paid transferred, directly, or indirectly by way of dividend, gift, bonus or otherwise by way of profit to the member of the organization <u>provided that</u> nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the organization or any member of the organization, or prevent the payment of interest at a rate not exceeding current bank rate on money lent or reasonable and proper remused or let by any member to the organization.

<u>Provided also that no non-executive member of the board of the organization</u> shall be appointed to any salaried office of the organization. 10

b) Any office of the organization paid by fees and that no remuneration or other benefit in money or moneys worth shall be pocket expenses and interest at the rate aforesaid on money lent, or reasonable and proper rent for promises demised or let to the organization.

#### ARTICLE 27 DISCLOSURE OF INTEREST IN CONTRACTS

a) A member of the board that is in any way, whether directly or indirectly interested in the contract or proposed contract with the organization shall disclose the nature of his interest at a meeting of the board at which the question of entering into the contract is taken into consideration.

b) A member of the board shall not vote in respect of any contact or arrangement in which he is interested and if he shall do so his vote shall not be counted.

#### ARTICLE 28 <u>DISPOSAL OF RESIDUAL ASSETS ON WINDING UP OR</u> <u>DISSOLUTION</u>

a) If upon the winding up or the dissolution of the organization there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the members of the organization, but shall be given or transferred to some other institution's having objects similar to the objects of the organization, and which shall prohibit the distribution of its or their income and properly amongst, its or their members to an extent at least as great as is imposed on the organization.

<u>Provided that</u> such institutions is or are to be determined by the members of the organization, at or before the time of dissolution, and in default thereof, by a judge of the high court of Kenya, and if and so far as effect cannot be given to the aforesaid provisions then to some other charitable object.

ARTICLE 29 INDEMNITY OF BOARD MEMBERS

a) Every member of the board and other offices or servants of the organization shall be indemnified against, (and it shall be the duly of the board, out of the funds of the organization, to pay) all costs, losses and expenses which any such person may incur or become liable for by reason of any contract entered into, or act or thing done by him in good faith in the capacitate aforesaid, in any way in the discharge of his duties including traveling expenses, and the board may give to any officer or employee of the organization who has incurred or may be about to incur liability at the request or for the benefit of the board, such security by way of indemnity as it may think proper.

ARTICLE 30 <u>MEMBERS` CONTRIBUTION TO ASSETS ON WINDING UP</u> a) Every member of the organization undertakes to contribute to the assets of the organization in the event of its being dissolved or wound up while he is a member or within one year of his ceasing to be a member, for payment of the debts and liabilities of the organization contracted before he ceases to be a member and the cost, charges and expenses of dissolution or winding up and for the adjustment of the rights of the contributories amongst themselves. Such sum as may be required not exceeding the sum of shillings one hundred (kshs.100/=) ARTICLE 31 ACCOUNTS

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- 1) The books of account shall be kept at the office or at such other places as the Board thinks fit, and shall always be open to the inspection of the members of the Board during business hours.
- 2) The books of account shall include
  - a. the sum of money received and expected by the organization and the matters in respect of which such receipts and expenditures takes place.
  - b. The assets and liabilities of the organization.

3) At the Annual General Meeting in every year, the Board shall lay before the member present a proper income and expenditure account for the period since the last preceding account made up to a date more than nine (9) months before such meeting.

4) A proper balance sheet as to the date on which the income-expenditure account is made up shall be prepared every year and laid before the member present at the Annual General Meeting. Every such balance sheet shall be accompanied by proper report of the Board and the Auditors.

5) Copies of the income and expenditure account, balance sheet and reports, all of all which shall be framed in accordance with an statutory requirements for the time being in force, any other document required by law to be annexed or attached there to or to accompany the same shall not less than twenty one (21) clear days before the date of the annual general meeting, be sent to the auditors and to other persons entitled to receive notices of such meetings in the prescribed manner.

ARTICLE 32 AUDITORS

- 1) The organization shall at each Annual General Meeting appoint an auditor to hold office until the next Annual General Meeting.
  - a. Provided that a member of the board or other office of the organization shall not qualify to be appointed Auditor of the organization.

- 2) The board may fill any casual vacancy in the office of the auditor, which any such vacancy continues; the surviving or continuing auditors, if any may act.
- 3) The remuneration of the Auditors of the organization shall be fixed at the Annual General Meeting, except that the board may fix remuneration of any auditors appointed to fill any casual vacancy.
- 4) Every Auditor of the organization shall have a right to see all relevant vouchers, and shall be entitled to access at all times to the books and accounts he requires from the board.
- 5) The Auditors shall make a report to the member of the accounts examined by them and on every balance sheet laid before the organization at it's Annual General Meeting during their tenure of office, and the report shall state:
  - i. Whether or not they have obtained all the information and explanation they have required; and

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ii. Whether, in their opinion, the balance sheet referred to in the report is properly drawn up so as to exhibit a true and correct view of the state of the organization's affairs.

#### ARTICLE 33 INSPECTION OF THE BOOKS OF ACCOUNTS AND LIST OF THE MEMBERS

The books of accounts and all documents relating there to and list of members of the organization shall be available to inspection at (lie office of an member of the organization on giving not less than seven (7) days notice in writing to the organization provided that the books of accounts and all documents relating thereto and list's of members shall always be open for inspection by members of the board during business hours) **ARTICLE 34 FINANCIAL YEAR** 

## The financial year of the organization shall begin on the first day of (month

e.g. April and end on the last day of the (month e.g. March) or at such other time as the Board may from time to time determine.

#### ARTICLE 35 AMENDMENTS TO THE CONSTITUTION

Subject to the provisions of Regulation 21 (1) of the NGO regulation, the organization may by special resolution passed modify or repeal this constitution or adopt a new constitution or change the name of the organization provided that no such alteration amendment or modification shall be made which shall impair or prejudice the effectiveness of the prohibition contained in this constitution against distribution of income, property and assets of the organization to the members.

#### ARTICLE 36 DISSOLUTION AND DISPOSAL OF PROPERTY

a) The organization shall not be dissolved or wound up expect by a resolution passed at a General Meeting of the members by votes of twothirds of the members present. The quorum at the meeting shall be fifth percent of all the members of the organization.

b) If no quorum is obtained the proposal to dissolve or wind up the organization shall be submitted to a further General Meeting, which shall be held one month later. Notice of this meeting shall be given to all members of the organization at least 14 days before the date of the meeting the quorum for this second meeting shall be the number of members present.

c) The organization will not dissolve itself without prior consent in writing from the Non-Governmental Co-coordinator Board obtain upon a written application addressed to the executive Director of the Non Governmental Co-ordination Board and signed by three of the officials of the organization.

d) Upon dissolution of the organization its remaining assets shall be distributed to another organization (s) with similar objectives