Alumni
ASSOCIATION

EDUVOS ALUMNI ASSOCIATION

CONSTITUTION

CONTENTS

Preamble 1

Definitions and Interpretations 2

Chapter One: Founding Provisions 4

- Section One: Name and Governance
- Section Two: Objectives
- Section Three: Membership
- Section Four: Governance / Board Structure of the Alumni Association Board
- Section Five: The Role of the Alumni Association Board

Chapter Two: Procedures 9

- Section Six: Alumni Association Board: Meetings and Powers
- Section Seven: Executive Committee
- Section Eight: Annual General Meeting
- Section Nine: Special General Meeting of the Alumni Association Board

Chapter Three: Cooperative Bodies 13

- Section Ten: Chapters

Chapter Four: General Provisions 16

- Section Eleven: Amendment of the Constitution
- Section Twelve: Interpretation of the Constitution
- Section Thirteen: Transitional Provisions
- Section Fourteen: Termination of Membership
- Section Fifteen: Data Protection and Privacy
- Section Sixteen: Financial Governance and Controls
- Section Seventeen: Conflicts of Interest and Ethics
- Section Eighteen: Removal from Office & Vacancies
- Section Nineteen: Dispute Resolution
- Section Twenty: Brand, Intellectual Property and Representation
- Section Twenty-One: Dissolution of the Alumni Association
- Section Twenty-Two: Indemnity and Limitation of Liability

Preamble

We, the graduates and former students of Eduvos and its predecessor institutions — CTI, MGI, and Pearson — united by shared experiences, values, and aspirations, hereby constitute ourselves as the Eduvos Alumni Association.

Recognizing the transformative power of education and the lifelong bonds formed within the Eduvos community, we commit to fostering a spirit of fellowship, professional growth, and social responsibility among all alumni.

Guided by the principles of integrity, inclusivity, collaboration, accountability, and service, we strive to:

- Strengthen the ties between Eduvos, its alumni, and the wider society.
- Support the personal and professional development of our members.
- Contribute meaningfully to our communities; and
- Uphold the good name, vision, and mission of Eduvos in all that we do.

In pursuit of these shared objectives, and in recognition of our duty to advance the legacy of Eduvos, we hereby adopt this Constitution of the Eduvos Alumni Association as the supreme guiding document for our governance, conduct, and collective endeavours.

The mission of the Eduvos Alumni Association is to build a community of engaged Alumni who are connected and feel they belong to the wider Eduvos community.

A community where they can learn from each other and serve the Eduvos network by participating in mentoring programs, networking opportunities, community projects, and highlighting employment opportunities.

The 5 guiding pillars of the Eduvos Alumni Association are:

- Connect
- Engage
- Belong, Learn and Serve.

Definitions and Interpretations

The headings under this Constitution are for the purpose of convenience and reference only and must be used in the interpretation of nor modify nor amplify the terms of in this Constitution or any paragraph hereto. Unless a contrary intention clearly appears.

1. Words importing:

1.1 Reference to any gender includes a reference to all genders

1.2 The singular includes the plural and vice versa; and

1.3 Natural persons include created entities (corporate and unincorporated) and the the state and vice versa;

2. The following terms have meanings assigned to them hereunder and cognate expressions have corresponding meanings, namely:

2.1 **"Association"**: means the Eduvos Alumni Association established in terms of this Constitution.

2.2 **"Alumni"**: means all persons who have graduated from Eduvos or any previous iterations thereof, or who have been granted Alumni Association membership in accordance with Clause 3 of this Constitution.

2.3 **Alumni Association Board" or "Board"**: means the governing body of the Association established in terms of this Constitution, being the highest decisionmaking and oversight authority of the Association subject to the limitations set out herein.

2.4 **"Annual General Meeting" or "AGM"**: means the annual meeting of members of the Alumni Association convened in terms of Clause 8 of this Constitution.

2.5 **"Chapter"**: means a geographic or otherwise approved grouping of Alumni established in accordance with Chapter Three of this Constitution and recognised by the Board.

2.6 **"Chairperson"**: means the person elected or appointed to preside over meetings of the Alumni Association Board and to perform the duties set out in this Constitution.

2.7 **"Constitution"**: means this Constitution of the Eduvos Alumni Association Board, as amended from time to time in accordance with its provisions

2.8 **"Deputy Chairperson" or "Vice Chairperson"**: means the person elected to assist the Chairperson and to act in that capacity in the absence of the Chairperson.

2.9 **"Eduvos"**: means Eduvos (Pty) Ltd, including any successor entity, and any previous institutional iterations such as CTI, MGI, or Pearson Institute of Higher Education.

2.10 **"Eduvos POPIA Policy"**: means the official Eduvos policy governing the protection and lawful processing of personal information, adopted in compliance with the Protection of Personal Information Act, 2013.

2.11 **"Executive Committee"**: means the committee constituted in terms of Clause 7 of this Constitution to manage the daytoday affairs of the Alumni Association between meetings of the Board.

2.12 **"Member"**: means any person who qualifies for and holds membership of the Alumni Association in terms of Clause 3 of this Constitution.

2.13 **"Ordinary Member"**: means a member of the Alumni Association who does not hold office on the Board or a Chapter committee.

2.14 **"Officer Bearer"**: means a member of the Board elected or appointed to a specific office, including but not limited to the Chairperson, Deputy Chairperson, Treasurer, and Secretary.

2.15 **"Quorum"**: means the minimum number of members required to be present at a meeting for the proceedings of that meeting to be valid, as defined in the relevant clause of this Constitution.

2.16 **"Secretary"**: means the Eduvos Alumni Manager, acting as a custodial member and liaison between Eduvos and the Alumni Association Board, as provided for in Clause 4.2.4.

2.17 **"Subcommittee"**: means a committee established by the Board or Executive Committee to perform specific functions as provided for in Clause 7.4.

2.18 **"Terms of Reference"**: means the written mandate, scope, and responsibilities approved by the Board for a subcommittee or Chapter.

Chapter One: Founding Provisions

1. NAME AND GOVERNANCE

1.1 Name

1.1.1 The name of the Association shall be: EDUVOS Alumni Association

1.2 Governing Body

1.2.1 The governing body of the Association shall be the Alumni Association Board, constituted in accordance with this Constitution. The Board shall exercise governance, oversight, and strategic direction over the affairs of the Association and shall discharge fiduciary duties in respect of the Association.

2. OBJECTIVES

Objectives of the Association shall be, through the Chapters of the association:

2.1 To professionally develop and advance the interests of our members, fellow Alumni and students.

2.2 To give back to our communities.

3. MEMBERSHIP

3.1 The members of the Association shall comprise:

3.1.1 All graduates of Eduvos and any previous iterations thereof,

3.1.2 Alumni Association membership may be granted by the Alumni Association Board to any person who was a student at either CTI, MGI or Pearson Institute of Higher Education and fulfilled the requirements to gain a tertiary qualification even if this qualification was not conferred by Eduvos, but was conferred by an institution with which any of these iterations of Eduvos, had a curricular delivery agreement.

4. BOARD STRUCTURE OF THE ALUMNI ASSOCIATION BOARD

4.1 The affairs of the Association shall be governed and managed by the Alumni Association Board ("the Board"), which shall consist of eight (8) members elected by the members of the Association at the Annual General Meeting in accordance with this Constitution.

4.1.1 The Chairperson and Vice-Chairperson shall not be elected directly by the members of the Association but shall be elected by the Board from among its eight (8) elected members in accordance with clause 6.2.

4.1.2 The Treasurer

4.1.3 The Secretary (Custodial Member – Eduvos Alumni Manager - Eduvos staff member

4.1.4 Four **(4)** additional members –

- Marketing & Communications,
- Chapters and Networks,
- Community Engagement Liaison
- Events

4.2 Duties of the Officer Bearers

4.2.1 **Chairperson:** The chairperson shall preside at all meetings of the Association, shall serve as the chairperson of the Board of the Association and an ex officio member of all committees, shall become familiar with Alumni Association resources and shall attend or assign designee to necessary training workshops.

4.2.2 **Deputy Chairperson or Vice-Chairperson:** The deputy chairperson shall assist the chairperson. In the absence or disability of the chairperson, or at his or her request, the deputy chairperson shall perform the duties of the chairperson. If the office of chairperson becomes vacant, he or she shall become chairperson for the unexpired term.

4.2.3 **Treasurer:** The treasurer shall supervise all receipts and expenditures of Association funds. If dues are charged, he or she shall collect and disburse them subject to the approval of the Board of the Association. The treasurer shall complete and submit annual financial forms to the Association. He or she shall assist the chairperson of the Association. The Treasurer shall ensure compliance with Clause 16 of this Constitution

4.2.4 **Secretary:** This role will be undertaken by the Eduvos Alumni Manager and will serve as a custodial member liaising directly with Eduvos and the Board. The secretary shall have custody of the names and email addresses of the alumni provided by the Eduvos Certification Officer and shall record all changes immediately notifying the Association of any additions or corrections to the list. The Association shall not release the list for political, commercial or personal gain.

The secretary shall arrange to send out notices of regular or special meetings of the Association and shall send reports of all meetings and activities of the Association to the Alumni. He or she shall assist the chairperson of the Association.

4.2.5 **Marketing and Communications:** This role will ensure that effective marketing of the Alumni Association takes place via numerous communication channels – My Eduvos, Email and LinkedIn. They will work with all board members to ensure the activities of the Board are appropriately distributed and timeous.

4.2.6 **Chapters and Networks:** This role will drive the establishment of Chapters in any town in the Republic of South Africa, or in any town or country outside of the Republic of South Africa where there are at least ten (10) Eduvos Alumni. For example, the Bloemfontein or Harare or London Chapter of the Eduvos Alumni Association.

They will also drive the establishment of industry specific and/or interest specific Networks (a global, nonlocalized grouping of Alumni) For example the IT professional or Mountain Biking or Entrepreneurs Network.

4.2.7 **Community Engagement Liaison:** This role will liaise with the Eduvos Community Engagement Committee and other Alumni run community engagement projects and programmes to drive Alumni Association members' involvement and contributions to these projects and programmes.

4.2.8 **Events:** This role will work closely with the Eduvos Alumni manager and Eduvos events coordinator to ensure relevant and impactful events are rolled out throughout the year at a campus and national level.

4.3 Rotation clause

4.3.1 Any member elected to the Board shall serve a term of five (5) consecutive years.

4.3.2 After completing the term, the member shall not be eligible for immediate re-election. The member will revert to being an ordinary member,

4.3.3 Such a member may be re-elected after an interval of one (1) year for a further term of not more than five (5) consecutive years, but not again thereafter.

5. ROLE AND NATURE OF THE ALUMNI ASSOCIATION BOARD

5.1 The Alumni Association Board shall function as an independent advisory body to Eduvos. In this capacity, the Board shall:

5.1.1 represent the collective views and interests of the Eduvos Alumni community;

5.1.2 provide non-binding advice, recommendations, and feedback to Eduvos on matters relating to alumni engagement, reputation, community impact, and alumni programming; and

5.1.3 act in a consultative and collaborative manner with Eduvos to support a vibrant and sustainable Alumni Association.

5.2 Nothing in this Constitution shall be construed as granting the Board executive, fiduciary, or operational authority over Eduvos.

5.3 The Board, shall have three roles, namely:

5.3.1 To serve as the "conscience" and the "voice" of the Eduvos Alumni community by expressing concerns both about actions taken (or not taken) by Eduvos, as well as about circumstances and opportunities in the wider society that might impact upon Eduvos.

5.3.2 To establish and oversee the Chapters of the Alumni Association inside and outside of South Africa; and

5.3.3 To advise Eduvos and the Alumni on relevant Alumni events and Alumni communications.

5.4 Decision-Making Authority and Boundaries

5.4.1 The Board shall have decision-making authority only in respect of the internal affairs of the Alumni Association, including:

5.4.1.1 governance structures and committees;

5.4.1.2 Chapters and Networks;

5.4.1.3 Alumni-led initiatives and events; and

5.4.1.4 recommendations to Eduvos.

5.4.2 All decisions relating to Eduvos institutional policy, academic matters, branding, fundraising in the name of Eduvos, or contractual commitments shall remain the sole prerogative of Eduvos, unless expressly delegated in writing.

5.5 Advisory Function

5.5.1 For the purposes of this Constitution, an advisory role means the following:

5.5.1.1 Recommendations of the Board are non-binding on Eduvos

5.5.1.2 Eduvos may accept, modify or decline such recommendations at its discretion; and

5.5.1.3 The Board may formally submit advice, reports or position statements to Eduvos; and

5.5.1.4 Eduvos shall, where reasonably practicable, provide feedback to the Board on material recommendations.

Chapter Two: Procedures

6. ALUMNI ASSOCIATION BOARD: MEETINGS AND POWERS

6.1 Co-option of Members

The Board may, by resolution, co-opt additional persons to serve in an advisory capacity where it considers such persons to possess skills, experience, or expertise beneficial to the work of the Association.

6.1.1 A co-opted member shall not be a voting member of the Board and shall not be counted for purposes of quorum.

6.1.2 The co-option of advisory members shall not increase the fixed number of eight (8) elected Board members as provided in clause 4.1.

6.1.3 Notwithstanding clause 6.1, where a vacancy arises among the eight (8) elected members, the Board may co-opt a suitably qualified member to fill such vacancy for the remainder of the unexpired term, and such person shall assume full voting rights and be counted for quorum for the duration of that term.

6.2 The Board shall, at its first meeting following the Annual General Meeting, elect from among its eight (8) duly elected members a Chairperson and a Vice-Chairperson, who shall hold office until the conclusion of the next Annual General Meeting, unless they resign or cease to be members of the Board in terms of this Constitution.

6.3 The Board shall meet quarterly with one in-person meeting. Rotated between JHB and CT. Attendance at Board meetings is a material obligation of Board members.

6.4 A Board quorum for any meeting of the Alumni Association Board shall be fifty percent (50%) plus one (1) of the total authorised Board positions, being five (5) members, regardless of whether all Board positions are filled at the time of the meeting.

6.5 The meetings of the Board shall be presided over by the Chairperson, or in his/her absence, the Deputy-Chairperson, or failing both of them, one of its members, elected from those present, for that meeting.

6.6 The convener or Chairperson of each Chapter of the Association or his/her duly appointed delegate may attend any meeting of the Board.

6.7 Minutes of all Board meetings shall be kept in an electronic format in a cloud-based system.

6.8 Secretariat Support

6.8.1 Eduvos shall provide secretariat support to the Alumni Association and the Board through the Eduvos Alumni Manager, who shall act as Secretary in a custodial and administrative capacity

6.8.2 Such support shall not limit the Board's ability to:

6.8.2.1 freely express views or concerns;

6.8.2.2 record independent minutes; or

6.8.2.3 make recommendations in good faith

6.9 The Board shall receive and consider all reports from Chapters.

6.10 The Board may suspend or dissolve any Chapter that is in breach of any of the terms of this Constitution, provided that the Board has given written notice to the Chapter specifying the breach and requiring that such breach be remedied within twenty-one (21) days. If the Chapter fails, without good cause, to remedy the breach within the prescribed period, the Board may suspend or dissolve the Chapter.

6.11 Voting at the Board and committee meetings:

6.11.1 Each member of the Board and any committee shall have one (1) vote.

6.11.2 Decisions shall be taken by simple majority of members present an entitled to vote, unless otherwise specified in this Constitution.

6.11.3 In the event of an equality of votes, the Chairperson shall have a casting vote, in addition to their deliberative vote.

6.11.4 Voting may take place by show of hands, electronic means, or secret ballot, as determined by the Chairperson.

7. EXECUTIVE COMMITTEE

7.1 To manage the day-to-day running of the affairs of the Alumni Association between meetings of the Board there shall be an Executive Committee consisting of:

- Chairperson.
- Vice-Chairperson and
- Three members of the Alumni Association Board.

- Eduvos shall provide the services of a member (Alumni Manager) who shall act as Secretary to the Executive Committee.

7.2 The Executive Committee shall meet whenever deemed necessary by the Chairperson.

7.3 Any decisions of the Executive Committee shall be placed before and be subject to confirmation by the Board at its next meeting.

7.4 Sub committees:

7.4.1 The Alumni Board may establish subcommittees to perform specific functions, including but not limited to: Events, Fundraising, Mentorship, Communications, Chapters and Community Engagement.

7.4.2 Each subcommittee shall consist of at least three (3) members, one of whom must be a member of the Alumni Board.

7.4.3 The Chairperson of each subcommittee shall be appointed by the Board and shall report to the Executive Committee.

7.4.4 Subcommittees shall operate under written terms of reference approved by the Board

7.4.5 A subcommittee may be dissolved by the Board once its mandate is fulfilled or by a two-thirds ($^2/_3$) resolution of the Board

8. ANNUAL GENERAL MEETING

8.1 There shall be an Annual General Meeting (AGM) of the Alumni Association held annually.

8.2 The agenda of the AGM shall include:

8.2.1 A report by the Chairperson of the Alumni Association.

8.2.2 The Annual General Meeting shall elect eight (8) members to serve on the Board. For the avoidance of doubt, the Annual General Meeting shall not elect the Chairperson or Vice-Chairperson directly; such office bearers shall be elected by the Board in accordance with clause 6.2.

8.2.3 Consideration of the motions submitted to the AGM.

8.2.4 Any other competent business for the AGM.

8.3 Notice of the AGM shall be given by the Alumni secretariat to all Chapters of the Alumni Association, and by notice on the Eduvos website, and by email to Alumni, not less than a month before the date of the AGM.

8.4 Notice of any motion for consideration at the AGM shall be given in writing to the Alumni Association Secretary not less than twenty-one (21) days before the date of the Annual General Meeting. The Alumni secretariat shall forthwith cause notice of the motion to be placed on the Eduvos website and My Eduvos.

8.5 A quorum for any meeting of the Alumni Association Board shall be fifty percent (50%) plus one (1) of the total authorised Board positions, being five (5) members, regardless of whether all Board positions are filled at the time of the meeting.

8.6 The Annual General Meeting shall be presided over by the Chairperson or in his or her absence, the Vice-Chairperson or failing both of them a member of the Alumni Association Board elected by those present at the meeting.

8.7 Only members of the Alumni Association shall be entitled to vote at an Annual General Meeting.

9. SPECIAL GENERAL MEETING OF THE ALUMNI ASSOCIATION BOARD

9.1 A Special General Meeting (SGM) shall be called:

9.1.1 On the written requisition of not less than ten percent (10%) of the members entitled to vote; or

9.1.2 At the instance of the Alumni Association Board, for the purpose of considering any motion of which notice has been given to the Alumni Secretariat. Such notice shall accompany the requisition for the meeting.

9.2 The provisions of Clauses 8.1 to 8.7 above shall apply, with the necessary changes in context, to all Special General Meetings.

Chapter Three: Co-operative Bodies

10. CHAPTERS

10.1 A Chapter of the Alumni Association may be established:

10.1.1 in any town in the Republic of South Africa, or in any town or country outside of the Republic of South Africa where there are at least ten (10) Alumni.

10.1.2 by, or on application by such members to, the Board which shall, in consultation with the Alumni secretariat, appoint a Convener of such a Chapter who shall act as such until the election of a Chairperson of that Chapter.

10.2 The functions of a Chapter shall be to promote the objects of the Alumni Association by arranging reunions of, and social / educational functions and activities for, its members, either alone or in conjunction with another Chapter. All Chapters shall be assisted in carrying out their functions by the Alumni Association Board.

10.3 The affairs of the Chapter shall be managed by a Chapter committee consisting of a Chairperson, a Secretary, a Treasurer, and two additional members who shall all be elected at the first meeting of the Chapter in each calendar year, and who will continue to act as such until the next such meeting. Any member of the Chapter committee shall not be eligible for re-election after having served as such for three (3) consecutive years, unless specially requested by the majority of members of the Chapter to stand for re-election, save that no member shall serve for more than two consecutive terms of three years each.

10.4 The Chapter committee shall call at least two meetings of members of the Chapter in each calendar year; meetings may be combined with any reunion or social / educational function the committee may arrange.

10.5 The Chapter committee shall:

10.5.1 Keep records of all its meetings held and attendance of members.

10.5.2 Report annually to the Alumni Association Board on its activities during the past year. Such report shall be furnished to the Chairperson not less than twenty-one (21) days before the date fixed for the Annual General Meeting (AGM) of the Alumni Association Board.

10.5.3 Report to the Chairperson of the Alumni Association the views of the Chapter members, whenever requested by them to do so, on all matters pertaining to the affairs or activities of the Alumni Association Board, and act as the channel of communication between its members and the Alumni Association and vice versa.

10.6 Each Chapter shall be constituted as a voluntary association with separate legal personality, distinct from its members and from the Association, and shall be responsible for its own acts, omissions, debts, and liabilities.

10.6.1 No Chapter shall be established or operate unless it has adopted a written constitution based on a mandatory template approved by the Board. Such template shall prescribe minimum governance, operational, financial management, reporting, and accountability standards to ensure alignment with this Constitution.

10.6.2 The constitution of each Chapter shall require, at a minimum:

10.6.2.1 Clear governance structures and office-bearer responsibilities;

10.6.2.2 Proper accounting records to be maintained;

10.6.2.3 Annual financial reporting to its members and to the Board;

10.6.2.4 Compliance with any financial reporting standards or audit/review requirements prescribed by the Board, proportionate to the size and activities of the Chapter; and

10.6.2.5 Procedures for dissolution and the distribution of assets consistent with the objectives of the Association.

10.6.3 Each Chapter shall submit to the Boar, at least annually or as otherwise required:

10.6.3.1 A report on its activities;

10.6.3.2 Annual financial statements; and

10.6.3.3 Confirmation of Compliance with applicable governance and financial standards.

10.6.4 The Board may prescribe minimum insurance requirements for Chapters, including but not limited to public liability insurance where appropriate, and may require proof of such insurance as a condition of continued recognition.

10.6.5 The recognition of a Chapter by the Association shall not render the Association liable for the obligations or liabilities of the Chapter, and no Chapter shall represent that it has authority to bind the Association unless expressly authorised in writing by the Board.

10.7 Any Chapter may be suspended or dissolved by the Board of the Alumni Association in accordance with this Constitution, or may be dissolved by a two-thirds (⅔) majority of the members of that Chapter present and voting at a Special Meeting convened for that purpose

10.7.1 Upon the suspension or dissolution of a Chapter:

10.7.1.1 The chapter shall cease all operations except insofar as may be necessary for the orderly winding up of its affairs.

10.7.1.2 All liabilities of the Chapter shall be settled and discharged from the Chapter's assets.

10.7.1.3 After settlement of all outstanding liabilities, any remaining funds, assets, or property of the Chapter shall be transferred to the Alumni Association, or to such successor body or affiliated entity as the Board may determine, to be applied in furtherance of the objectives of the Alumni Association.

10.7.1.4 No member of the Chapter shall have any claim to receive any distribution from, the Chapter's INDEMNITY

10.7.1.5 assets upon dissolution.

Chapter Four: General Provisions

11. AMENDMENT OF THE CONSTITUTION

11.1 This Constitution shall be amended only by a two-thirds majority of those members present and entitled to vote at an Annual or Special General Meeting of the Association, provided thatnotice has been given of the proposed amendment as required by clause 8.4 above.

12. INTERPRETATION OF THE CONSTITUTION

12.1 The Alumni Board shall be the final authority on the interpretation of any provision of this Constitution.

12.2 Any issue not specifically provided for in this Constitution shall be dealt with by the Board in a manner consistent with the spirit and objectives of the Association.

13. TRANSITIONAL PROVISIONS

13.1 This Constitution shall come into effect upon its adoption by a two-thirds ($^2/_3$) majority of members present and voting at a duly constituted meeting of the Association.

13.2 The current office bearers shall remain in office until the first election held under this Constitution.

13.3 All existing Chapters and members shall be deemed to continue under this Constitution until otherwise provided.

14. TERMINATION OF MEMBERSHIP

14.1 Membership in the Alumni Association may terminated under any of the following circumstances:

14.1.1 By written resignation submitted by the member to the Secretary and accepted by the Executive Committee.

14.1.2 By failure to comply with the provisions of the Constitution membership form, Code of Conduct, or other regulations of the Association.

14.1.3 By conduct deemed, after due process, to be detrimental to the interests, reputation, or objectives of the Association.

14.1.4 Upon the death of the member.

14.2 A decision to terminate a member's membership under Clauses 14.1.2 or 14.1.3 shall:

14.2.1 Be made only after the member has been given a fair opportunity to respond in writing to the allegations; and

14.2.2 Require approval by a two-thirds (⅔) majority of the Executive Committee members present and voting.

14.3 A member whose membership has been terminated may appeal the decision in writing to the Executive Committee within thirty (30) days of receiving notice of termination. The decision of the Executive Committee on appeal shall be final.

14.4 Upon termination of membership, all rights, privileges, and benefits associated with membership in the Alumni Association shall cease immediately.

15. DATA PROTECTION AND PRIVACY

15.1 Compliance with Applicable Law

15.1.1 The Alumni Association, its Board, Chapters, committees, and office bearers shall comply with all applicable data protection and privacy legislation, including the Protection of Personal Information Act, 2013 ("POPIA"), and any regulations issued thereunder.

15.2.1 For purposes of applicable data protection legislation, including POPIA, Eduvos shall be regarded as the Responsible Party in respect of Alumni personal information processed for Alumni Association purposes.

15.3 Processing in Accordance with Eduvos' Policy

15.3.1 All personal information relating to Alumni shall be collected, processed, stored, retained, and used strictly in accordance with the Eduvos POPIA Policy, as amended from time to time, and any related data governance frameworks adopted by Eduvos.

15.4 Purpose Limitation

15.4.1 The Alumni Association shall use Alumni personal information solely for purposes consistent with the objectives of the Association and aligned to Eduvos' institutional mandate. Such information shall not be disclosed, sold, distributed, or otherwise made available to any third party for political, commercial, or personal gain.

15.5 Restrictions on Independent Data Processing by Chapters

15.5.1 Chapters, subcommittees, and office bearers shall not independently collect, store, maintain, copy, transmit, or otherwise process Alumni personal information outside of systems, platforms, or processes approved by Eduvos.

15.6 Prohibition on Unauthorised Databases

15.6.1 No Chapter, committee, or member shall create, maintain, or control separate Alumni databases, mailing lists, or contact repositories unless expressly authorised in writing by Eduvos and subject to appropriate data governance and security controls.

15.7 Data Processing Agreements

15.7.1 Where a Chapter, committee, service provider, or third party is authorised to process personal information on behalf of the Association or Eduvos, such processing shall be governed by a written data processing agreement approved by Eduvos. Such agreement shall prescribe appropriate security safeguards, confidentiality obligations, processing limitations, and compliance requirements in accordance with POPIA.

15.8 Access Control and Safeguards

15.8.1 Access to Alumni personal information shall be limited to individuals whose roles reasonably require such access. Appropriate administrative, technical, and organisational safeguards shall be implemented and maintained to protect personal information against loss, unauthorised access, misuse, alteration, or disclosure.

15.9 Custodianship of Records

15.9.1 The Secretary, in coordination with the Alumni Secretariat and Eduvos Information Officer, shall ensure that proper record-keeping practices and security controls are implemented in relation to Alumni data processed within the Association.

15.10 Data Breach Notification

15.10.1 Any actual or suspected data breach involving Alumni personal information shall be reported immediately to Eduvos and handled strictly in accordance with the Eduvos POPIA Policy and applicable law.

15.11 Oversight by Eduvos information Office

15.11.1 The Eduvos Information Officer shall retain oversight responsibility for POPIA compliance in relation to Alumni personal information and may issue binding directives regarding data handling practices within the Alumni Association and its Chapters.

16. FINANCIAL GOVERNANCE and CONTROLS

16.1 Bank Account

All monies of the Alumni Association shall be deposited into a bank account opened in the name of the Eduvos Alumni Association, at a registered financial institution approved by the Board.

16.2 Signatories

All payments, electronic transfers, or withdrawals from the Association's bank account shall require the authorisation of at least two (2) signatories, one of whom shall be the Treasurer or the Chairperson or the Deputy Chairperson.

16.3 Financial Authority Limits

The Board may from time to time approve written financial authority limits and delegated spending powers, provided that such delegations are subject to oversight and reporting to the Board.

16.4 Budget Approval

The Board shall approve an annual budget prior to the commencement of each financial year Expenditure shall be incurred in accordance with the approved budget unless otherwise authorised by the Board.

16.5 Financial Records

The Treasurer shall ensure that accurate and complete financial records are maintained, reflecting all income, expenditure, assets, and liabilities of the Association.

16.6 Financial Statements

16.6.1 The Treasurer shall prepare annual financial statements for each financial year, which shall be:

16.6.6.1 reviewed by the Board; and

16.6.6.2 presented to the members at the Annual General Meeting.

16.7 Review and Audit

16.7.1 The Board may appoint an independent reviewer or auditor to review the financial affairs of the Association if deemed necessary or if required by Eduvos or applicable law.

16.8 Use of Funds

16.8.1 The Funds of the Association shall be used solely for purposes consistent with the objectives of the Alumni Association, and no portion shall accrue to the personal benefit of any member or office bearer.

16.9 The Financial Year

16.9.1 The financial year of the Alumni Association shall be the same as that of Eduvos, unless otherwise determined by the Board.

17. CONFLICTS OF INTEREST AND ETHICS

17.1 Members of the Board, Executive Committee, and Chapter committees shall always act in good faith and in the best interests of the Alumni Association.

17.2 Any actual or potential conflict of interest shall be declared in writing as soon as it arises.

17.3 A member who has declared a conflict of interest shall recuse themselves from deliberations and voting on the matter giving rise to the conflict.

17.4 No Board or committee member shall solicit or accept gifts, benefits, or hospitality that may reasonably be perceived to influence decision-making, except for items of nominal value in accordance with any policy approved by Eduvos.

17.5 All declarations of interest shall be recorded in the minutes of the relevant meeting.

18. REMOVAL FROM OFFICE AND VACANCIES

18.1 Automatic Vacation of Office

A member of the Board or a Chapter Committee shall automatically vacate office if he or she:

18.1.1 resigns in writing to the Secretary;

18.1.2 ceases to be a member of the Association;

18.1.3 is absent, without reasonable cause, from three (3) consecutive duly convened meetings of the Board or relevant Chapter Committee;

18.1.4 becomes permanently incapacitated or dies; or

18.1.5 is found, following due process, to have materially breached this Constitution or the Code of Conduct of the Association.

18.2 Removal by Board

18.2.1 Misconduct;

18.2.2 Breach of this Constitution or applicable policies;

18.2.3 Failure to perform the duties of office;

18.2.4 Incapacity; or

18.2.5 Conduct determined to the interests or reputations of the Association

18.3 Removal by members at General Meeting

A Board member may also be removed from office by two-thirds (⅔) majority of present and entitled to vote at an Annual General Meeting or Special General Meeting, provided that:

18.3.1 notice of the proposed motion of removal and the grounds thereof has been included in the notice convening the meeting; and

18.3.2 the affected member has been afforded a reasonable opportunity to respond prior to the vote being taken.

18.4 Procedural Fairness

In all cases of proposed removal under clauses 18.2 or 18.3:

18.4.1 The affected members shall be given written notice of the proposed removal and the reasons therefore.

18.4.2 The affected member shall be afforded a reasonable opportunity to make the representation, either in writing or in person before a final decision is taken.

18.5 Effect of Removal

18.5.1 Removal from office shall not, in itself, terminate the individual's membership of the Association, unless the grounds for removal also justify termination of membership in terms of the relevant membership provisions of this Constitution.

18.6 Filling of Vacancies

18.6.1 Any vacancy arising from resignation, removal, death, incapacity, or automatic vacation of office may be filled by the Board by co-option of suitably qualified member for the remainder of the unexpired term.

18.6.2 A person co-opted to fill a vacancy shall be eligible for election at the next Annual General Meeting, subject to the rotation and eligibility provisions of this Constitution.

19. DISPUTE RESOLUTION

19.1 Any dispute arising out of or in connection with the affairs of the Alumni Association, including disputes between members, Chapters, or the Board, shall first be referred to the Executive Committee for resolution through good-faith negotiation.

19.2 If the dispute is not resolved within thirty (30) days, the matter shall be referred to mediation, conducted by a mutually agreed independent mediator.

19.3 Should mediation fail, the dispute may be referred to arbitration in accordance with the Arbitration Act, 1965, and the decision of the arbitrator shall be final and binding.

19.4 Nothing in this clause shall prevent the Association or any party from seeking urgent relief from a court of competent jurisdiction.

20 BRAND, INTELLECTUAL PROPERTY AND REPRESENTATION

20.1 The name, trademarks, logos, and brand identity of Eduvos remain the exclusive property of Eduvos

20.2 The Alumni Association and its Chapters may use the Eduvos name and branding only in accordance with written brand guidelines approved by Eduvos and solely for purposes aligned with the objectives of the Association.

20.3 No Board member, Chapter, or member may represent themselves as acting on behalf of Eduvos or commit Eduvos to any obligation without prior written authorisation.

21 DISSOLUTION OF THE ALUMNI ASSOCIATION

21.1 Resolution to Dissolve

21.1.1 The Alumni Association may be dissolved only by a two-thirds (²/₃) majority resolution of members present and entitled to vote at an Annual General Meeting or a Special General Meeting convened for that purpose.

21.2 Notice

21.2.1 Notice of the proposed dissolution shall be given in accordance with the notice requirements for General Meetings as set out in this Constitution and shall clearly state that dissolution of the Association is to be considered.

21.3 Disposal of Assets

21.3.1 After settlement of all liabilities, any remaining assets shall not be distributed to members, but shall be transferred to:

21.4 with objectives aligned to those of Eduvos and the Alumni Association, as determined by the Board and approved by Eduvos.

21.5 Records and Data

21.5.1 All records, including financial and personal information, shall be handled in accordance with the Eduvos POPIA Policy and applicable law upon dissolution.

22 INDEMNITY AND LIMITATION OF LIABILITY

22.1 Separate Legal Personality

22.1.1 The Association is constituted as a voluntary association with legal personality separate from its members. The Association shall be capable of acquiring rights and incurring obligations in its own name, and of suing and being sued in its own name.

22.2 Limitation of Liability of Members and Office Bearers

22.2.1 No member of the Association, including any Board member, Executive Committee member, Chapter committee member, or office bearer, shall be personally liable for the debts, obligations, or liabilities of the Association solely by reason of their membership of the holding of office.

22.2.2 The liability of any member of the Association shall be limited to any amounts properly due and payable to the Association in terms of this Constitution or any duly adopted resolution.

22.3 Indemnification

22.3.1 Subject to clause 18.4 and applicable law, the Association shall indemnify and hold harmless any Board member, Executive Committee member, Chapter committee member, office bearer, employee, or duly authorised representative of the Association (each an “Indemnified Person”) against any claim, liability, loss, damage, cost, or expense (including reasonable legal costs) incurred by such person arising out of or in connection with the bona fide and lawful performance of their duties on behalf of the Association.

22.4 Exclusions from Indemnity

22.4.1 The indemnity in clause 18.3 shall not apply in respect of any liability arising from:

22.4.1.1 Gross negligence;

22.4.1.2 Wilful misconduct;

22.4.1.3 Fraud;

22.4.1.4 Bad faith;

22.4.1.5 Any material breach of this Constitution or applicable law.

22.4.2 No indemnity shall be provided where it is prohibited by the law.

22.5 Advancement of Defence Costs

22.5.1 The Association may, subject to the approval of the Board, advance reasonable legal costs incurred by an Indemnified Person in defending any proceedings arising from the performance of their duties, provided that such person undertakes in writing to repay such amounts if it is subsequently determined that they are not entitled to indemnification in terms of this clause.

22.6 Reliance on Information and Advice

22.6.1 A board member or office bearer shall be entitled to rely in good faith and on reasonable grounds upon:

22.6.1.1 Financial statements or reports presented by the Treasurer;

22.6.1.2 Information or advice provided by the Secretary, Alumni Secretariat, or any duly mandated committee; or

22.6.1.3 Professional advice obtained on behalf of the Association; provided that such reliance is reasonable in the circumstances and the member has no knowledge that would make such reliance unwarranted.

22.7 Insurance

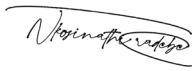
22.7.1 The Board may, subject to the availability of funds and approval by Eduvos where applicable,procure and maintain appropriate insurance to cover the Association and any Indemnified Person against liabilities and risks arising from the performance of their duties.

22.8 Survival

22.8.1 The provisions of this clause shall continue to apply in respect of any act or omission occurring during a person's term of office, notwithstanding that such person has subsequently ceased to hold office.

ALUMNI PORTFOLIO:

Name: Donald Buchan
Position/Title: Chairperson
Signature:

Drafter Name: Nkosinathi Radebe
Position/Title: Vice Chairperson
Signature: 

Name: Nicky Lurwengu
Position/Title: Vice Chairperson
Signature:

Name: Ndivhuwo Bongwe
Position/Title: Marketing and Communication
Signature:

Name: Evelme Reddy
Position/Title: Marketing and Communication
Signature:

Name: Louisa Khumalo
Position/Title: Chapters and Networks
Signature:

Name: Keshoalyn Pather
Position/Title: Chapters and Networks
Signature:

Name: Neo Kobe
Position/Title: Community Liaison and Events
Signature:

Name: Julie Hendricks
Position/Title: Alumni Manager | Secretary
Signature: