



**Constitution**  
**of the**  
**eco awards Namibia Alliance**  
**(ecoNAL)**

**Constitution of eco awards Namibia Alliance**

**Eco awards Namibia** consists of a partnership of institutions, both civil society and government, that have come together to form an Alliance to promote and facilitate sustainable tourism in Namibia, and specifically to implement the **eco awards Namibia** programme.

It is not intended that the eco awards Alliance will dictate to, or in any way interfere with the activities of any participating organization, but rather the Alliance will operate in a facilitative, collaborative, supportive and synergistic capacity, and will respect the rights of individual member organizations, within the spirit of the Alliance, to pursue their own missions, objectives and programme initiatives.

## **1. The eco awards Namibia Alliance**

- 1.1 There is hereby established a voluntary association under the name of the **eco awards Namibia Alliance**, which shall pursue its objectives and conduct its affairs subject to the terms of this Constitution.
- 1.2 The **eco awards Namibia Alliance** (hereafter called "the Alliance") shall consist of organizations and selected individuals, both civil society and government, which are actively involved in promoting and facilitating sustainable tourism in Namibia.
- 1.3 Further, the Alliance shall consist of such organizations and individuals that have a track record and/or demonstrated desire to work in constructive and mutually supportive partnerships towards the aims and objectives of the Alliance.
- 1.4 The Alliance shall continue for an indefinite period and may be dissolved by the members according to the procedure and in the manner set out below.

## **2. Aim, Objectives and Functions**

- 2.1 The aim of the Alliance is to promote, support and facilitate the development of environmentally friendly and sustainable tourism in Namibia, specifically through the **eco awards Namibia** programme, making Namibia a destination of choice for environmentally conscious tourists and setting international standards of excellence in the industry.
- 2.2 The main objectives of the Alliance are:
  - 2.2.1 to promote the concepts and practices of eco-friendliness and sustainability within the tourism sector,
  - 2.2.2 to create economic and social incentives for sustainable tourism,
  - 2.2.3 to identify and share best practices in eco-friendly and sustainable tourism through the industry,
  - 2.2.4 to demonstrate that eco-friendly approaches to sustainable development create financial benefits for participating establishments or companies,
  - 2.2.5 to help establish the highest standards of professionalism regarding eco-friendly and sustainable tourism,
  - 2.2.6 to recognize and acknowledge tourism enterprises that have achieved high standards in eco-friendly and sustainable tourism,
  - 2.2.7 to help promote Namibia as a world-class destination for eco-friendly tourists,

- 2.2.8 to raise awareness and disseminate information on issues of eco-friendly tourism,
- 2.2.9 to serve as a national professional body of expertise for eco-friendly and sustainable tourism and, where relevant and appropriate, to advocate on behalf of this subject,
- 2.2.10 to promote appropriate institutional development and capacity building for sustainable tourism,
- 2.2.11 to maintain links and foster exchanges with other eco-friendly sustainable tourism organizations or initiatives, as may be appropriate, beyond the borders of Namibia,
- 2.2.12 to liaise and cooperate with any other institution, agency or individual that will assist the Alliance achieve its Aim and Objectives.

### **3. Organisation**

- 3.1 Membership of the Alliance, whether as an institution or an individual, shall be termed a “partner”.
- 3.2 The Alliance is composed of partners that have in common an interest in promoting the Aims and Objectives of the Alliance. The partners may consist of both civil society and government organisations, including private sector, community-based, non-governmental, not-for-profit, parastatal and other organisations, institutions, agencies and associations. In addition, the Alliance may invite selected individuals to become members for the purpose of enhancing the skills and capacity of the Alliance.
- 3.3 Criteria for partnership in the Alliance are contained in points 1.2 and 1.3.
- 3.4 Each institutional partner has the rights to its own rules, which should not, however, contradict the aims and objectives of the Alliance.

### **4. Partnership in the Alliance**

- 4.1 Partnership of the Alliance shall be by invitation, save that the following founder partners shall be (in alphabetical order):
  - Directorate of Environmental Affairs (DEA), Ministry of Environment & Tourism
  - Directorate of Tourism (DoT), Ministry of Environment & Tourism
  - Federation of Namibia Tourism Associations (FENATA)
  - Hospitality Association of Namibia (HAN)
  - Institute of Namibian Architects (INA)
  - Namibia Community-based Tourism Association (NACOBTA)
  - Namibia Nature Foundation (NNF)
  - Namibia Tourism Board (NTB)
  - Tour & Safari Association (TASA)
- 4.2 Nominations for new partners shall be tabled at a duly constituted Ordinary meeting of the Alliance. Such nominations shall be considered by the partners, using the criteria contained in points 1.2 and 1.3. A two-thirds majority of memberships present may approve new

partners to the Alliance. Abstentions shall be taken as “yes” votes. Upon acceptance or rejection of such application, the applicant shall be furnished with a written notification.

4.3 All Partners are expected to actively practice, support and uphold the aim, objectives and philosophy of the Alliance.

4.4 A Partner may be expelled from the Alliance by a two-thirds vote of all other Partners of the Alliance, on the grounds of such Partner failing to conform to the letter and spirit of points 1.2, 1.3 and 4.5, and in any other way, to bring disrespect to the good name of the Alliance or the **eco awards Namibia** programme, or to undermine the legitimate work of the Alliance or any of its Partners.

4.5 Partnership in the Alliance may be automatically terminated if a Partner misses three consecutive meetings without a valid apology. The decision to be taken at the next ordinary meeting by a two thirds majority vote.

4.6 Partnership in the Alliance may also be terminated if a partner misses four consecutive meetings with or without apology. The decision to be taken at the ensuing ordinary meeting with a two thirds majority required.

4.7 Wherever possible, decisions will be taken by consensus, with discussion and view-points of Partners informing and enriching the debate. Partners have the right to vote at any meeting. Where consensus cannot be reached, decisions shall be taken with a simple majority vote (excluding decisions requiring a two thirds majority).

4.8 Partners may resign on receipt of written notice from that body's Executive Committee and giving three months advance notice of their intention to terminate membership of the “**eco awards Namibia Alliance**”

## 5. Representation on the Alliance

5.1 Partners may nominate their representative to the Alliance. Each representative may appoint an alternative. Representatives should be selected with the following in mind:

- level of relevant expertise
- continuity, and
- level of seniority to be able to make commitments and take decisions on behalf of the partner organisation.

5.2 Alternative representatives shall not be office bearers and shall not have signing authority on behalf of the Alliance.

5.3 Each Partner has one vote, irrespective of the number of representatives present.

5.4 The Partners shall appoint a Chair and a Vice-Chair. The Chair shall not be from government. The terms of office shall be for a period of one year. There is no limit on the number of terms that any representative can serve.

5.5 The Alliance shall make provision for Secretarial services and financial management as it sees fit.

5.6 At least one of the Chair and Vice-Chair, and at least two other partners representing partner organizations on the Alliance, shall sign all of the Association's legal and contractual documents. Where appropriate, these will have been authorized by the Alliance as shown in the Minutes of a duly constituted meeting.

## **6. Powers and Functions of the Alliance**

The general powers and functions of the Alliance shall include the following:

- 6.1 to promote the **eco awards Namibia** programme locally, nationally and internationally by advocacy, information dissemination, promotion and other appropriate mechanisms;
- 6.2 to establish criteria for eco-grading tourism operations and to revise such criteria from time to time as may be appropriate;
- 6.3 to grade tourism operations, on request, and to make the resultant grades public knowledge;
- 6.4 to review best practices in sustainable tourism, and to disseminate such information;
- 6.5 to market the **eco awards Namibia** programme and its participants who have been successfully graded;
- 6.6 to suggest policy guidelines for eco-friendly and sustainable tourism in Namibia;
- 6.7 to undertake or commission monitoring, research or another forms of information collection and analysis on the subject of sustainable tourism, to help inform and improve the work of the Alliance;
- 6.8 to facilitate institutional networking amongst tourism, environmental and sustainable development practitioners in Namibia;
- 6.9 to implement the aims and objectives of the Alliance;
- 6.10 to set the terms of reference for the Secretariat of the Alliance and to review its performance at regular intervals and to oversee its operations;
- 6.11 to employ staff and consultants and to enter into contractual agreements with partners, organisations (both government and private) and individuals;
- 6.12 to raise, administer and manage funds for the Alliance and its work;
- 6.13 to enter into contractual agreements with donors and other parties;

- 6.14 to implement the decisions taken by the partner members of the Alliance in general meetings;
- 6.15 to institute or defend legal proceedings by or against the Alliance;
- 6.16 to generally manage and administer the Alliance for the benefit of the **eco awards Namibia** programme, having all the necessary powers and authority to do so;
- 6.17 to acquire, hold, use and dispose of movable and immovable property as considered appropriate by the partners of the Alliance;
- 6.18 to appoint Working Groups, as may be appropriate, to assist with the planning and implementation of specific tasks on behalf of the Alliance, and
- 6.19 to elect a Chairperson and Vice Chairperson.

## **7. Working Groups**

- 7.2 The partners may establish Working Groups, as either short-term or standing, to assist with the work of the Alliance. Such Working Groups shall:
  - have a clear terms of reference
  - select a chairperson
  - have the right to co-opt external expertise as deemed necessary
  - report back to the Partners on progress and tasks completed
  - include the Secretariat

## **8. Secretariat**

- 8.1 The Alliance shall appoint and finance a Secretariat to support them, to assist them to uphold and further the aims and objectives of the Alliance, and to help administer its **eco awards Namibia** programme.
- 8.2 The tasks of the Secretariat shall be set out in a clear Terms of Reference, and shall include:
  - coordination, collaboration, synergy and partnerships between Partners and with other organisations;
  - supporting and, where appropriate, guiding Partners in the strategic implementation of the Alliance's work;
  - providing the interface between the Alliance and the tourism sector in terms of information dissemination, receipt of applications for grading, coordinating visits, maintaining records, etc.;
  - providing administrative, managerial and secretarial support;
  - collecting, commissioning, distributing and disseminating relevant information;
  - assisting with project and funding proposals and administration;
  - organizing training and capacity building at whatever levels necessary, and helping to identify applied research needs for the **eco awards Namibia** programme;

- advocating on behalf of the Alliance and its **eco awards Namibia** programme;
- any other work of a related or appropriate nature as might be required by the Alliance.

## 9. Meetings

- 9.1 The Partners shall meet at least four times a year, and one of such meetings shall be the Annual General Meeting. The AGM may be held immediately before or after a regular meeting.
- 9.2 A minimum of four Partner organizations present shall constitute a quorum for both Ordinary and Annual General Meetings.
- 9.3 In the event of there not being a quorum present at an Ordinary meeting, and provided that meeting has been called constitutionally, the meeting shall proceed, and the Minutes shall be tabled for adoption at the next Ordinary meeting at which there is a quorum. If the minutes are adopted by a two-thirds majority of those present, the meeting shall be deemed to reflect official business of the Alliance, as if a quorum had been present. If the Minutes are not approved, then the meeting will be deemed to be invalid and any decisions taken will be null and void.
- 9.4 In the event of there not being a quorum present at an AGM, the AGM will stand adjourned for a period of 7 days. The Partners present at a re-convened meeting shall then constitute a quorum.
- 9.5 Whenever possible, decisions shall be achieved by consensus. In the event of an impasse, the chairperson may call for a vote. Voting shall be by a simple show of hands. Each Partner present shall be entitled to one vote only, save that in the event of an equality of votes the chairperson shall have a second or casting vote.
- 9.6 Partners shall be given at least seven days written notice of ordinary meetings and 30 days notice for an AGM. Agendas, reports, proposals and other relevant documentation should be distributed to reach the Partners at least five days before meetings.
- 9.7 The business of the AGM shall be:
- to receive the chairperson's and the treasurer's annual reports
  - to elect office bearers
  - to generally assess the progress of the Alliance
  - to amend the constitution, in accordance with point 13
- 9.8 The business of the Ordinary meetings shall be to conduct the technical business of the Alliance. The agenda will be prepared by the Secretariat in consultation with the Chairperson, based on the directives given from time to time by the Partners.
- 9.9 A Special General Meeting may be called by general agreement of the Partners as agreed by consensus at a duly constituted Ordinary meeting and reflected in the minutes or upon receipt of a written request signed by not less than five Partners. Partners shall be given 30 days notice of the meeting together with the agenda for the meeting. One half of the membership shall constitute a quorum.

- 9.10 Proper minutes shall be kept by the Secretariat of the proceedings of all meetings of the Alliance, and a record of Partners present at each meeting. The minutes shall be signed by the chairperson or, when absent, by the Vice-chairperson, and shall be available at all times for inspection or copying by any Partner.

## **10. Financial Matters**

- 10.1 The financial records of the Alliance shall be audited annually at the end of each financial year.
- 10.2 The supervision of all financial matters shall rest with the Partners, except that they may delegate this responsibility as they deem appropriate.
- 10.3 The annual budget of the Secretariat shall be tabled for review and approval by the Partners.
- 10.4 The Alliance shall review and adopt an appropriate set of accounting, financial management and administrative policies as may be necessary from time to time, which will be reviewed by the Partners as may be necessary.

## **11. Dispute Resolution**

- 11.1 In the event of any dispute or difference arising between the Partners, relating to their work in tourism, environmental management, sustainable development or any related areas, and linked to or arising out of this Constitution and Alliance, the parties will immediately meet to attempt to settle such dispute or difference. Failing such settlement, the parties may bring their dispute to the Partners, under the leadership of the Chair or Vice-Chair. In the event that both the Chair and Vice-Chair are involved in the dispute, the Partners may nominate an alternative leader, either from amongst themselves or from an outside, independent organization, or an appropriate independent individual.
- 11.2 Failing such settlement, the dispute or difference will be submitted to Arbitration, to be held in Windhoek, in accordance with the provision of the Arbitration Act 42 of 1965.

## **12. Dissolution**

- 12.1 The Alliance may be dissolved by a two-thirds majority of all Partners in general meeting of which three months written notice shall have been given to all Partners.
- 12.2 The Partners present at the general meeting convened in terms of sub-paragraph 9.9 above shall determine the manner of disposal of assets belonging to the Alliance at the time.

## **13. Amendments**

This constitution may be amended by the vote of two-thirds of the Partners of the Alliance at an AGM, under the condition that the intention to amend the constitution is announced in writing to all Partners at least 30 days prior to the meeting.