



# **AFRICAN RENEWABLE ENERGY ALLIANCE CONSTITUTION**

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# **PREAMBLE TO THE CONSTITUTION OF THE AFRICAN RENEWABLE ENERGY ALLIANCE (AREA)**

The **African Renewable Energy Alliance (AREA)** was established in Ethiopia in October 2009 and formalised as a Voluntary Association in South Africa in May 2012 with the aim to promote Renewable Energy for Sustainable Development in Africa.

The **African Renewable Energy Alliance (AREA)** represents a global platform for policy makers, business, civil society and academia to exchange information and consult about policies, technologies and financial mechanisms for the accelerated uptake of Renewable Energy in Africa. In the quest for sustainable solutions at local, national, regional and international level, AREA plays a catalytic role in promoting knowledge exchange and international cooperation.

**AREA** promotes education of the public on the benefits of a widespread deployment of sustainable, renewable energy for socio-economic development and the conservation of the environment. AREA provides decision makers with guidance on the needed supportive frameworks for the uptake of renewable energy production. AREA promotes the Millennium Development Goals (MDGs) on the African Continent and offers solutions in the field of renewable energy financing and technology.

## **THE FOLLOWING TERMS OF REFERENCE HAVE BEEN AGREED ON:**

1. The accelerated implementation of Renewable Energy solutions is a mandatory condition for the preservation and protection of our natural environment, the halting of climate change and the improvement of human health.
2. Access to sustainable energy (electricity and heat) is vital for the achievement of all 8 Millennium Development Goals (MDGs).
3. African countries now have the opportunity of leap-frogging fossil fuel based energy production by immediately utilizing available Renewable Energy technology.
4. Good governance and transparency of the decision making process and the financial flow is the key for attracting local and foreign investors.
5. Energy education and environmental information on challenges, solutions and available technology at all levels of society is a prerequisite for the success of implementing renewable energy strategies.
6. Neither a pure bottom-up nor a simple top-down approach promises to work for the uptake of renewables. A truly mutual understanding and agreement among politicians, the civil society and the business community is crucial.
7. In order to foster local employment, Renewable Energy solutions should be linked with the development of local economies, based on a market driven approach. AREA will ensure sustainability in the adaptation of Renewable Energy technologies by supporting pan-African, regional, national and local capacity-building.
8. Energy efficiency measures along with decentralized Renewable Energy production close to the demand side is the preferable option for remote areas.
9. Financing Renewable Energy in developing countries requires investment security. In order to ensure this AREA wants to explore innovative international, national and local financing mechanisms for Renewable Energy policies.
10. The members agree upon the foundation of an African Renewable Energy Alliance. The members of this alliance will hold regular conference calls and further meetings. An ongoing exchange of knowledge and ideas will be facilitated by an interactive web platform.

# CONSTITUTION

## 1. NAME

- 1.1. The Voluntary Association hereby constituted shall be called “African Renewable Energy Alliance”
- 1.2. Its shortened name shall be AREA (hereinafter referred to as AREA).

## 2. AIM AND OBJECTIVES

AREA is a voluntary, non-profit organisation established with the aim to promote Renewable Energy for Sustainable Development in Africa and the following main public benefit objectives have been established:

- 2.1. Education of the public on the benefits of widespread deployment of Renewable Energy for socio-economic development and conservation of the environment in Africa.
- 2.2. Promotion of supportive frameworks needed for the accelerated uptake of Renewable Energy production in Africa.
- 2.3. Promotion of the achievement of the Millennium Development Goals (MDGs) on the African Continent through the use of Renewable Energy.
- 2.4. To offer an independent, global platform for policy makers, businesses, the civil society and academia to exchange information and consult on policies, technologies and financial mechanisms for the accelerated uptake of Renewable Energy in Africa.

## 3. LEGAL STATUS

AREA shall:

- 3.1. Be a non-profit body corporate with *inter alia* perpetual succession and shall be capable in law of suing and being sued in its corporate name.
- 3.2. Continue to exist even when its membership changes and there are different office bearers.
- 3.3. Be able to own property and other possessions.
- 3.4. Establish a Steering Committee of representatives to manage and control its affairs and to engage in all such business transactions and take all such actions as may be required for the proper performance of its functions generally and in carrying out its objectives and duties in terms of this Constitution.

## 4. NON-PROFIT DISTRIBUTING CHARACTER

- 4.1. The income and property of AREA shall be used solely for the promotion of its stated aim and objectives. The members and the office-bearers shall have no rights to the property or other assets of AREA solely by virtue of their position as members or office-bearers. No portion of the income or property of AREA shall be paid or distributed directly or indirectly to any person (otherwise than in the ordinary course of undertaking any public benefit activity) or to any member of AREA or Management Committee, except as:
  - 4.1.1. Reasonable compensation for services actually rendered to AREA;
  - 4.1.2. Reimbursement of actual costs or expenses reasonably incurred on behalf of AREA.
- 4.2. Upon the dissolution of AREA, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst members, but shall be transferred by donation to some other non-profit organisation which the Steering

Committee (and failing which any division of the High Court) considers appropriate and which:

- 4.2.1. Has objectives the same as, or similar to, the objectives of AREA; and
  - 4.2.2. Should AREA be exempt from the payment of any taxes and duties, is also exempt from the same taxes and duties.
- 4.3. After registration of AREA under the South African NPO Act, AREA intends to apply for exemption from appropriate taxes and duties.

## 5. POWERS

AREA, acting through its Steering Committee, shall have all the powers necessary for it to carry out its stated objectives effectively. Such powers shall include, but not be limited to, the General Investment and Administrative Powers set out in the attached Appendix A.

## 6. INDIVIDUAL MEMBERSHIP

AREA distinguishes between individual membership and corporate membership, with corporate membership having the sole purpose of offering companies and other organisations the benefit of marketing themselves through additional networking opportunities.

- 6.1. If a person wants to become a member of AREA, she or he will have to become approved by the AREA Coordinator.
- 6.2. Any member of AREA may resign his/her membership by providing the Secretariat with written notice.
- 6.3. AREA has the right to form sub-committees. The decisions that sub-committees take must be given to the Steering Committee. The Steering Committee must decide whether to agree to them or not at its next meeting. This meeting should take place soon after the sub-committee's meeting. By agreeing to decisions the Steering Committee ratifies them.
- 6.4. All members of AREA have to abide by decisions that are taken by the Steering Committee.
- 6.5. Membership is not transferable.
- 6.6. The following individual membership categories are recognised by AREA:
  - 6.6.1. **VOTING MEMBERSHIP:** This category of membership is only open to individuals and legal entities in their personal capacity who have agreed to pay applicable membership fees.
  - 6.6.2. **NON-VOTING MEMBERSHIP:** Open to any other individual.

## 7. MEMBERSHIP FEES

- 7.1. The AREA Steering Committee shall annually determine the fees, subscriptions and levies payable to AREA by all categories of members which shall be due on such date or dates as shall from time to time be fixed by the committee.
- 7.2. The AREA Steering Committee has the power to waive or reduce fees if they consider it expedient or in the interest of AREA to do so. The AREA Steering Committee however may reinstate any fees or levies as payable to AREA should the AREA Steering Committee in its own discretion decide to do so.
- 7.3. Upon acceptance as a member of AREA such member shall become liable for the prescribed annual subscription or membership fee.
- 7.4. If an applicant is accepted as a member after the commencement of the financial year, such member shall be liable for only a portion of the annual subscription based on the

period of membership in the year calculated from the first day of the month in which he/she is accepted.

- 7.5. The full Individual Membership fee shall be payable on the due date. Payments can be structured upon written request to the Secretariat.
- 7.6. Upon non-payment, a final statement will be forwarded to the member, including a 10% penalty for late payment, for immediate payment.
- 7.7. A member, whose annual subscription has not been paid within 45 days of the due date or within such further period as may in particular case be allowed, shall forfeit his membership. The monies due by a member so removed shall nevertheless remain a debt due to AREA.
- 7.8. A member whose membership has been terminated under clause of 7.7. or any other reason except expulsion by the Steering Committee, may be re-admitted upon receipt of a completed membership application. The reapplication of a member will be treated as a new membership, hence all administrative fees will be payable.
- 7.9. Under no circumstances whatsoever shall any refund of membership fees or levies or part thereof be made to any person.

## **8. RIGHTS OF MEMBERS**

- 8.1. Every member of AREA shall have access to information to which such member is reasonably entitled.
- 8.2. Every member of AREA shall receive, at the discretion of the Steering Committee such assistance in any matter as may be rendered in terms of this Constitution.
- 8.3. The liability of a member is limited to the amount of the subscriptions, levies or other debts owed by such member to AREA.
- 8.4. Every member of AREA shall be eligible to hold any office within AREA. Every voting member of AREA is entitled to attend the annual general meeting at their expense.

## **9. DURATION AND TERMINATION OF MEMBERSHIP**

- 9.1. Every member shall remain a member until his membership is terminated in accordance with the provisions in this Constitution.
- 9.2. A member shall cease to be a member:
  - 9.2.1. Upon receipt of a letter indicating his/her written resignation from AREA.
  - 9.2.2. Upon expulsion from membership by the Steering Committee upon any ground prescribed according to this Constitution and Rules.
  - 9.2.3. If he/she fails to pay any membership fees and has not been granted a full or partial exemption from payment by the Secretariat.
  - 9.2.4. At his/ her death

## **10. CORPORATE SPONSORSHIP AND PARTNERSHIP**

In order to ensure the financial viability and sustainability of AREA, corporate entities will be allowed to join AREA as sponsors. Various categories of corporate sponsorship exist. A corporate partner will be entitled to a certain number of individual memberships for its employees or representatives as determined by the annual fees and benefits scheme for corporate sponsorship stipulated by the Steering Committee.

- 10.1. **SUSTAINING PARTNER:** Any organisation, business or individual choosing to play a prominent funding role in AREA through the payment of an annually-determined fee. A Sustaining Partner will have non-exclusive rights to market itself as „Sustaining Partner of AREA“.

- 10.2. **POLICY PARTNER:** Any public-sector body such as a government department that will pay an annually-determined fee. Such a member will have non-exclusive rights to market itself as a „Policy Partner of AREA“.
- 10.3. **TECHNOLOGY PARTNER:** Any organisation, business or individual that will pay an annually-determined fee. Such a sponsor will have non-exclusive rights to market itself as a „Technology Partner of AREA“.
- 10.4. **FINANCE PARTNER:** Any financial service-provider or institution such as a Development Bank that will pay an annually-determined fee. Such a sponsor will have non-exclusive rights to market itself as a „Finance Partner of AREA“.
- 10.5. **INSTITUTIONAL PARTNER:** Any institution whether a private company or a public facility such as a university that will pay an annually-determined fee. Such a member will have non-exclusive rights to market itself as an „Institutional Partner of AREA“.
- 10.6. **MEDIA PARTNER:** Any media company such as a magazine that will pay an annually-determined fee. Such a member will have non-exclusive rights to market itself as a „Media Partner of AREA“.
- 10.7. **AIRLINE PARTNER:** Any airline which will pay an annual fee or provide air transportation in lieu will have non-exclusive rights to market itself as “airline partner of AREA”
- 10.8. **RESEARCH & DEVELOPMENT PARTNER:** Any research & development institution which will pay an annual fee or provide access to relevant data will have non-exclusive rights to market itself as “R&D partner of AREA”

## 11. CORPORATE MEMBERSHIP FEES

- 11.1. The Steering Committee shall annually determine the fees, subscriptions and levies payable to AREA by all categories of corporate memberships which shall be due on such date or dates as shall from time to time be fixed by the committee.
- 11.2. The Steering Committee has the power to waive or reduce fees if they consider it expedient or in the interest of AREA to do so. The Steering Committee however may reinstate any fees or levies as payable to AREA should the Steering Committee in its own discretion decide to do so.
- 11.3. Payment of corporate membership must be made within 30 days of the generation of an invoice by the Secretariat, in order for its employees or representatives to become individual members in the relevant category of membership.
- 11.4. Upon non-payment of the full annual fees by the due date, all rights such as marketing rights will immediately be suspended.
- 11.5. Upon non-performance within 30 days after the recorded date of dispatch of a final statement, corporate membership will be terminated at the discretion of the Steering Committee. A revised statement, indicating a penalty of 10% due will be forwarded to the corporate member for immediate payment.
- 11.6. A member whose organisation/corporation has failed to pay the prescribed annual subscription for corporate membership shall forfeit his membership by virtue of his membership and affiliation to the organisation/corporation.

## 12. MANAGEMENT/STEERING COMMITTEE

### COMPOSITION OF THE STEERING COMMITTEE:

A Steering Committee shall be responsible for the management and decision-making on key policy positions and the AREA roadmap. It shall comprise of AREA members from the different regions (Northern Africa, East Africa, Southern Africa, Central Africa, West Africa

and the Rest of the World) as well as the three sectors policy, business and civil society/ academia. A list of the current Steering Committee members is attached as Appendix C.

- 12.1. The Steering Committee shall be made up of not less than six (6) and no more than twenty (20) AREA members. The Steering Committee shall comprise of:
  - 12.1.1. The Chair
  - 12.1.2. The Secretary General
  - 12.1.3. The Treasurer
  - 12.1.4. At least one representative of each of the identified regions is appointed.
- 12.2. The Steering Committee may co-opt additional members as it may consider appropriate from time to time. The co-opted members shall serve for such period, as the Steering Committee considers appropriate.
- 12.3. Office bearers on the Steering Committee will serve for one year, but they can stand for appointment for another term in office after that. Depending on what kind of services they give to AREA, they can stand for re-election into office again and again. This is so long as their services are needed and they are ready to give their services.
- 12.4. Members of the Steering Committee will appoint the Chair of the Steering Committee.
- 12.5. If a member of the Steering Committee does not attend two (2) Steering Committee meetings in a row, without having applied for and obtaining leave of absence from the Steering Committee, then the Steering Committee shall find a new member to take that person's place.

#### **VACATING OFFICE**

- 12.6. The office of a Steering Committee member shall be vacated if a member:
  - 12.6.1. resigns; or
  - 12.6.2. becomes unfit and/or incapable of acting as such; or
  - 12.6.3. would be disqualified, in terms of the Companies Act or equivalent legislation in force from time to time, from acting as a Director of a Company; or
  - 12.6.4. is removed by the Steering Committee.
- 12.7. The Steering Committee may remove a member from the Steering Committee provided that:
  - 12.7.1. At least 21 days prior written notice is given to all members of the Steering Committee of the intention and reason to remove the member;
  - 12.7.2. At least 21 days prior written notice is given to the member concerned, and the notice shall invite the member to make written or verbal representations to the Steering Committee, as the member may consider appropriate; and
  - 12.7.3. The decision be made by resolution adopted by at least two-thirds (2/3) of the Steering Committee in office, being not less than the required minimum of six (6).
- 12.8. The Steering Committee shall not be obliged to furnish reasons for its decision/s regarding removal except to the member removed.
- 12.9. Should a position on the Steering Committee fall vacant, the Steering Committee, by resolution adopted by at least two-thirds (2/3) of its members in office from time to time, being not less than the required minimum of six (6), may [and if the vacancy reduces the number of members to less than six (6), shall] co-opt a member/s to fill the vacancy/ies.



#### **POWERS OF THE STEERING COMMITTEE:**

- 12.10. The affairs of AREA shall be controlled and managed by the Steering Committee. Subject to the terms of this constitution and to the resolutions of members in General Meeting, the Steering Committee may exercise all the powers of AREA.
- 12.11. The Steering Committee has the right to make by-laws for proper management, including procedure for application, approval and termination of membership.
- 12.12. The Steering Committee may appoint a Secretary General to administer the day to day business of AREA under the direction of the Steering Committee, as well as other administrative and management officers and employees as it may consider necessary from time to time upon such terms and conditions as it may consider appropriate.

#### **DUTIES OF THE STEERING COMMITTEE:**

- 12.13. Steering Committee members are expected to:
  - 12.13.1. Bring in new members;
  - 12.13.2. Bring in funds;
  - 12.13.3. Monitor the implementation of SC decisions; and
  - 12.13.4. Ignite and organise activities.

### **13. STEERING COMMITTEE MEETINGS**

- 13.1. Meetings of the Steering Committee may be conducted face-to-face or electronically which would allow Steering Committee members to be present and participate through electronic means.
- 13.2. The Steering Committee must hold at least one Steering Committee meeting each year. Six (6) of the Steering Committee members need to be at the meeting to make decisions that are allowed to be carried forward. This constitutes a quorum.
- 13.3. Minutes will be taken at every meeting to record the Steering Committee's decisions. The minutes of each meeting will be given to Steering Committee members not later than one month after the meeting. Members are to accept or edit draft meeting minutes within 7 days of receipt, by email to the Secretariat, failing which the draft may be adopted as definitive.
- 13.4. The minutes shall be confirmed as a true record of proceedings, by the next meeting of the Steering Committee, and shall thereafter be signed by the Chair.
- 13.5. The Steering Committee may take on the power and authority that it believes it needs to be able to achieve the objectives that are stated in point number 2 of this Constitution. Its activities must abide by the law.
- 13.6. The Chair, or two members of the committee, can call a special meeting if they want to. But they must let the other Steering Committee members know the date of the proposed meeting not less than 21 days before it is due to take place. They must also tell the other members of the committee which issues will be discussed at the meeting. If, however, one of the matters to be discussed is to appoint a new Steering Committee member, then those calling the meeting must give the other committee members not less than 30 days notice.
- 13.7. The Chair shall act as the Chair of the Steering Committee. If the Chair does not attend a meeting, then members of the committee who are present choose which one of them will chair that meeting. This must be done before the meeting starts.
- 13.8. There shall be a quorum whenever such a meeting is held.
- 13.9. When necessary, the Steering Committee will vote on issues. If the votes are equal on an issue, then the Chair has either a second or a deciding vote.

- 13.10. If the Steering Committee thinks it is necessary, then it can decide to set up one or more subcommittees. It may decide to do this to get some work done quickly. Or it may want a subcommittee to do an inquiry, for example. There must be at least three people on a sub-committee. The sub-committee must report back to the Steering Committee on its activities. It should do this regularly.

## **14. GENERAL MEETINGS**

### **ANNUAL MEETING**

- 14.1. An Annual General Meeting of AREA shall be held within a period of fifteen (15) months of the adoption of this Constitution. Subsequent Annual General Meetings shall be held within nine (9) months of the end of each financial year.
- 14.2. Annual General Meetings may take place at the time of Annual Conferences. AREA members have the possibility to attend conferences by invitation. Annual General Meetings should take place within a country in Africa.
- 14.3. The Secretary General shall convene the Annual General Meeting with not less than forty-two (42) days prior written notice to all members entitled to attend the meeting. This notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting.
- 14.4. The Chairperson shall chair all General Meetings. If the Chair does not attend a meeting, then members of the Steering Committee who are present choose which one of them will chair that meeting. This must be done before the meeting starts.
- 14.5. The quorum for General Meetings of the Association shall be one quarter of AREA members entitled to vote.
- 14.6. Except where this Constitution requires a higher threshold, questions arising shall be decided by a majority of votes. Should there be an equality of votes the Chairperson shall have a casting or second vote. Members entitled to vote may vote in person, or if absent by proxy. Absent members entitled to vote may nominate any SC member to exercise their proxy, either as specifically instructed or as the SC member wishes.
- 14.7. Proper minutes and attendance records must be kept of all General Meetings. The Chairperson must sign the minutes which shall be available at all times for inspection or copying by any member of AREA on two days' notice to the Secretary.

## **15. FINANCE**

- 15.1. A treasurer shall be appointed at the annual Steering Committee meeting. The treasurer's job is to control the day to day finances of AREA. The treasurer shall arrange for any money acquired by AREA, including donations, contributions and bequests to be put into a bank account operated in the name of AREA. The treasurer must also keep proper records of all the finances.
- 15.2. All funds must be applied to the objectives of AREA and for no other purpose. If AREA has funds that can be invested, the funds may only be invested with registered financial institutions.
- 15.3. Bank accounts shall be opened in the name of AREA. Cheques and other funds transfer documents requiring signature on behalf of AREA shall be signed by at least three unrelated persons authorised by the Steering Committee. The Steering Committee shall pass a resolution authorising the Chair and the Secretary-General to jointly sign the bank(s) mandates on its behalf.
- 15.4. AREA's accounting year shall run from 01 April to 31 March.
- 15.5. The Steering Committee shall ensure that AREA prepares an annual narrative report describing AREA's activities and an Annual Financial Statement for each financial

year. The Annual Financial Statements shall conform to generally accepted accounting principles and shall include a statement of income and expenditure and a balance sheet of assets and liabilities.

- 15.6. Within two (2) months after drawing up the Annual Financial Statements, the Steering Committee shall ensure that:
- 15.6.1. AREA arranges for an accounting officer to certify that the annual financial statements are consistent with the financial records of AREA and that its accounting policies are appropriate and have been appropriately applied in the preparation of its financial statements **OR**
  - 15.6.2. the books of account and financial statements are audited and certified in the customary manner by an independent practising chartered accountant.

## **16. CHANGES TO THE CONSTITUTION**

- 16.1. The Constitution can be changed by a resolution. The resolution has to be agreed upon and passed by not less than two thirds of the members who are at the annual general meeting or special general meeting. Members must vote at this meeting to change the Constitution.
- 16.2. Two thirds of the voting members shall be present or represented by proxy at a meeting (“the quorum”) before a decision to change the Constitution is taken.
- 16.3. A written notice must go out not less than fourteen (14) days before the meeting at which the changes to the Constitution are going to be proposed. The notice must indicate the proposed changes to the Constitution that will be discussed at the meeting.
- 16.4. No amendments may be made which would have the effect of making AREA cease to exist.

## **17. DISSOLUTION/WINDING-UP**

- 17.1. AREA may close down if at least two-thirds of the members present and voting at a meeting convened for the purpose of considering such matter, are in favour of closing down.
- 17.2. When AREA closes down, it has to pay off all its debts. After doing this, if there is property or money left over it should not be paid or given to members of AREA. It should be given in some way to another non-profit organisation that has similar objectives. AREA’s general meeting can decide what organisation this should be.

## **18. INDEMNITY**

- 18.1. Subject to the provisions of any relevant law, members, office-bearers or appointed delegates of AREA shall be indemnified by AREA for all acts done by them in good faith on its behalf.
- 18.2. Subject to the provisions of any relevant law, no member of AREA or appointed delegates shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer, or for any loss, damage or expense suffered by the Association, which occurs in the execution of the duties of his or her office, unless it arises as a result of his or her dishonesty, or failure to exercise the degree of care, diligence and skill required by law.

## **19. DISPUTES**

- 19.1. In the event of a serious disagreement between the members of the Steering Committee and/or the AREA members regarding the interpretation of this Constitution then any two (2) Steering Committee members or any five (5) members

of AREA shall be entitled to declare a dispute. Such declaration shall be in writing, state the issue in dispute, and be addressed to the Steering Committee.

- 19.2. The Steering Committee shall consider such declaration within two (2) weeks of receiving it. Should the Steering Committee not be able to resolve the dispute to the satisfaction of the person(s) declaring it, the dispute shall be referred either to a mediator or arbitrator.
- 19.3. Should the dispute be referred to a mediator, the person(s) declaring the dispute and the Steering Committee must agree on a suitable mediator and to the costs of such a mediation. A mediator may recommend an appropriate resolution of the dispute.
- 19.4. In the absence of agreement regarding a mediator or should mediation not resolve the dispute, the dispute shall be referred to arbitration. The arbitrator shall be such suitably qualified person/s as the person(s) declaring the dispute and the Steering Committee may mutually agree. Alternatively, each of the parties shall be entitled to nominate one arbitrator, who shall act jointly with a third person to be nominated jointly by the respective nominees of the parties; on the basis that a majority decision of the appointed arbitrators shall be final and binding.
- 19.5. The arbitration shall be held on an informal basis, and the arbitrator shall have the power to determine the procedure to be adopted subject to principles of natural justice.
- 19.6. The arbitrator may base her/his award not only upon the applicable law but also upon the principles of equity and fairness.
- 19.7. The person(s) declaring the dispute and the Steering Committee, beforehand, may agree to share the costs of the arbitration. In the absence of such agreement the arbitrator shall decide which parties shall be liable for the costs.
- 19.8. The decision of the arbitrator shall be final and binding upon all parties and capable of being made an Order of Court on application by any of them.

## 20. APPROVAL

This Constitution was approved and accepted by members of the AREA Steering Committee.

During a special meeting held on 25.05.2012 at the 2012 AREA conference convened at the Rockefeller Foundation Bellagio Centre, Italy.

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Anthony Ighodaro, AREA Chair

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Ansgar Kiene, AREA Coordinator

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Joseph Nganga

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Dr. Ruth Rabinowitz

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Prof. Salah Arafa

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Gifty Baaba Asmah

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Hervé Azemtsa

## APPENDIX A

### GENERAL ADMINISTRATIVE AND INVESTMENT POWERS

1. Employ paid staff and volunteers and hire professional and other services as are necessary to conduct activities to meet the objectives.
2. Receive contributions through a membership fee.
3. To accept donations made to AREA and retain them in the form in which they are received, or sell them and re-invest the proceeds.
4. Invite and receive contributions and raise funds where appropriate, to finance the work of AREA (according to Appendix B).
5. To institute or defend any legal or arbitration proceedings and to settle any claims made by or against AREA.
6. To open and operate accounts with registered banks and building societies.
7. With regard to movable and immovable property and tangible and intangible assets of whatsoever nature:
  - a. To purchase or acquire property and assets;
  - b. To maintain, manage, develop, exchange, lease, sell, or in any way deal with the property and assets of AREA;
  - c. To donate and transfer the property and assets of AREA to organisations with the same or similar objectives and the same exemptions from taxes and duties to those of AREA;
  - d. To borrow and to use the property or assets of AREA as security for borrowing;
  - e. To guarantee the performance of contracts or obligations of any person on condition that any such person is primarily engaged in activities which further the objectives of AREA.
8. To execute any act or deed in any deeds registry or other public office.
9. Work with groups of a similar nature and exchange information, advice and knowledge with them, including cooperation with other voluntary bodies, charities, statutory and non-statutory organisations with the same or similar objectives to those of AREA.
10. Publicise and promote the work of AREA and organise meetings, conferences, events or seminars etc.  
Restricted from using the resources of AREA to directly or indirectly support, advance, or oppose any political party.  
Prohibited from discriminating against anyone on the basis of race, nationality or gender,
11. To exercise all the management and executive powers that are normally vested in the Board of Directors of a Company.
12. To exercise all the powers and authority of AREA not only in the Republic of South Africa but in any other part of the world.

## APPENDIX B

### GUIDELINE FOR ACCEPTING DONATIONS, GIFTS AND CONTRIBUTIONS

1. AREA will not accept a donation from any corporation that is:
  - 1.1. Engaged in any significant activities that are in direct conflict with AREA's Terms of References and its promotion of Renewable Energy for Sustainable Development in Africa objectives or activities; and
  - 1.2. Involved in litigation with AREA.
2. In order to keep its organisational independence and credibility, amounts of donations that exceed the equivalent sum of ten thousand Euros (€10.000), have to be reviewed and approved by the Steering Committee.
3. AREA reserves the right to refuse any contribution.

## APPENDIX C

### MEMBERS OF THE FIRST STEERING COMMITTEE OF THE AFRICAN RENEWABLE ENERGY ALLIANCE

1. Ms. Zohra Abib, Director, EnR'afrique, Morocco
2. Prof. Salah Arafa, School of Sciences and Engineering, The American University in Cairo, Egypt
3. Ms. Gifty Baaba Asmah, Founder/Executive Director, Daasgift Quality Foundation, Ghana
4. Mr. Hervé Azemtsa, Director, S2 Services Sarl, Cameroon
5. Mr. Them bani Bukula, Head Electricity Regulation, NERSA, South Africa
6. Mr. Anthony Ighodaro, Director, Solarsolve/KXN, **AREA SC CHAIR**, Nigeria
7. Mr. Mahama Kappiah, Director, ECREEE (ECOWAS Center for Renewable Energy and Energy Efficiency), Cape Verde
8. Mr. Ansgar Kiene, Director, WFC Africa Office, **AREA Coordinator**, South Africa
9. Mr. Joseph Nganga, Renewable Energy Ventures, Kenya
10. Mr. Bernard Osawa, Former Director Renewable Energy, Energy Regulatory Commission, Kenya; now Senior Project Manager, Frontier Investment Management
11. Dr. Ruth Rabinowitz, The Democracy Foundation/MamaEarth, South Africa
12. Prof. Abubakar Sambo, DG, Energy Commission of Nigeria, Special Adviser to the President on Energy, Nigeria