

REPUBLIC OF NAMIBIA

COMPANIES ACT 2004
(Section 64) (Regulation 18(3))

**ARTICLES OF ASSOCIATION
OF A COMPANY NOT HAVING SHARE CAPITAL
NOT ADOPTING SCHEDULE 1**

Registration Number of Company

NAME OF COMPANY:

**NAMIBIAN PRIVATE PRACTITIONERS FORUM
(NON-PROFIT ASSOCIATION INCORPORATED UNDER SECTION 21)**

- A. The articles of Table A contained in Schedule 1 to the Companies Act, 2004, shall not apply to the Company.
- B. The articles of the company are as follows:

1. INTERPRETATION

1.1 In these articles, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- | | | |
|-------|----------------|--|
| 1.1.1 | “the Act” | the Companies Act, 2004, as amended from time to time; |
| 1.1.2 | “Articles” | the articles of association of the Company; |
| 1.1.3 | “Board” | the board of Directors of the Company; |
| 1.1.4 | “Business Day” | any day, other than a Saturday, |

		Sunday or a public holiday in Namibia;
1.1.5	“CEO”	the chief executive officer of the Company elected by the Board in terms of Article 15;
1.1.6	“Chairperson”	the chairperson elected by the Board in terms of Article 14 but not the chairperson of the general meeting elected in terms of Article 8.3;
1.1.7	“Allied Health Professionals Act”	Act 7 of 2004;
1.1.8	“Memorandum”	The Memorandum of Association of the Company;
1.1.9	“Sign”	the reproduction of a signature by lithography, printing or any kind of stamp or any other mechanical process and “signature” has the corresponding meaning;

Article headings are for convenience and shall not be used in its interpretation.

Words importing any gender include the other gender and words importing the singular number include the plural and vice versa.

References to a person include a natural person, company, close corporation or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate or any other association of persons.

Where any term is defined within a particular Article other than in this Article 1, that term shall bear the meaning ascribed to it in that article.

Any word or expression which is defined in the Act and which is not otherwise defined in these Articles shall have the meaning assigned thereto in the Act as in force at the date of incorporation of the Company.

Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

Expressions defined in these Articles shall bear the same meanings in schedules or annexures to these Articles which do not themselves contain their own definitions.

These Articles shall be deemed to authorise the Company to do anything which the Act empowers a company to do if so authorised to do by its articles.

2. MEMBERSHIP

- 2.1 Members must be natural persons who are health care professionals residing in Namibia and registered in terms of Section 7 of the Allied Health Professions Act.
- 2.2 Membership of the Company confers upon the Members the privilege of Membership in terms of these Articles subject to such charges and reasonable restrictions as the Board or the Company in general meeting may from time to time impose on such Membership.
- 2.3 The Members of the Company shall be such persons as from time to time are admitted to Membership, as hereinafter provided.
- 2.4 Persons wishing to apply for membership of the Company shall make application to the Board in such manner and on such application form as prescribed by the Board, but which application form shall indicate, as a minimum, the registration details of the applicant.
- 2.5 The decision to admit an applicant for membership or to reject the application shall be at the sole and absolute discretion of the Board.
- 2.6 Membership may not be assigned or transferred unless otherwise determined by the Board, and in that event subject to such conditions and in such manner as the Board in its sole discretion may deem appropriate.
- 2.7 A Member shall cease to be a Member immediately:
 - 2.7.1 if such Member does not pay his annual subscription fee in full on the last date specified therefore by the Board or an instalment of his annual subscription fee on a date specified therefore by the Board and fails to make such payment within 14 days of written notice from the Company calling upon him to do so;
 - 2.7.2 upon tendering his written resignation of Membership to the Secretary;

- 2.7.3 upon removal of his name from the register established in terms of Section 18 of Allied Health Professions Act;
 - 2.7.4 if the Board resolves to terminate his Membership; or
 - 2.7.5 on such Member's death;
- 2.8 The Board shall also be entitled to immediately suspend a Member's Membership if such Member:
- 2.8.1 Is in arrears with the payment of subscription or other dues determined by these Articles or by the Board from time to time; or
 - 2.8.2 is being Investigated by the Board for misconduct;
- on written notice to such Member.
- 2.9 The Board may appoint an Evaluating Committee of not less than three members to advise it as to the suitability of any aspiring members applying for membership of the Company.

3. SUBSCRIPTIONS

- 3.1 Each Member shall pay an annual subscription fee to the Company in amounts and in the manner as the Board may determine from time to time.
- 3.2 Members shall remain liable for unpaid subscription fees following the termination of their Membership, notwithstanding the fact that such Membership may have terminated before the full year to which the subscription relates.
- 3.3 The Board may reduce the subscription fee payable by an individual Member.

4. DIVISIONS

- 4.1 On admission a member shall be allocated by the Board to one of the following divisions and subdivision or other divisions and subdivisions as may be decided upon from time to time by the Board:
 - 4.1.1 Division : Medical
 - Subdivision : Medical Specialist
 - Subdivision : Primary Health Care Physician

- 4.1.2 Division : Dental
- Subdivision : Dentist
- Subdivision : Dental Specialist
- Subdivision : Dental allied

- 4.1.3 Division : Physiotherapist

- 4.1.4 Division : Nurse

- 4.1.5 Division : Occupational Therapist

- 4.1.6 Division : Biokineticist

- 4.1.7 Division : Radiographer

- 4.1.8 Division : Clinical Psychologist

- 4.1.9 Division : Welfare / Social Worker

- 4.1.10 Division : Optometrist

- 4.2 The rights and duties of each Member which arise from his Membership vest in the Company and not the Divisions, notwithstanding any powers, functions, or activities which may be exercised or performed by a Division with reference to Membership.

- 4.3 A register for each division and subdivision shall be kept at the office of the Company and shall contain the names, addresses, e-mail addresses and all registration details of each member of that division or subdivision.

- 4.4 The grouping of Members in Divisions shall take place merely as an organisational aid in order to facilitate the administration and functioning of the Company, and Divisions shall not have legal personality. All letterheads and other similar documents which are used by each Division, shall be printed in the form(s) issued and approved by the Board and shall clearly indicate that it is a Division of the Company. Each Division shall be bound by such restrictions, directions, and rules as the Board may from time to time determine.

- 4.5 The Board may specifically provide rules for the control and management of Divisions in the regulations and rules published by the Board. In the event of any conflict arising between the meaning or effect of any provisions contained in the Articles and the aforesaid rules published by the Board, the provisions of the Articles shall enjoy preference.

- 4.6 The Board may refer matters relating to the interests of a division or subdivision to the Members of that division or subdivision or to a collective body representing that division or subdivision for opinion and

comment.

5. CERTIFICATES

Subject to the provisions of the Act, certificates of Membership may be issued under the authority of the Board in such manner and form as the Board may determine from time to time.

6. GENERAL MEETINGS

- 6.1 The Company shall hold its first annual general meeting within 18 months after the date of its corporation and shall thereafter in each year hold an annual general meeting, provided that not more than 15 months shall elapse between the date of one annual general meeting and that of the next and that an annual general meeting shall be held within 6 months after the expiration of the financial year of the Company.
- 6.2 For the purpose of electing Directors pursuant to article 11, the first annual general meeting of the Company shall also be considered the first biannual general meeting of the Company.
- 6.3 Other general meetings of the Company may be held at any time.
- 6.4 General meetings shall be held at such time and place as the Directors shall determine.
- 6.5 General meetings convened under sections 179(4), 181, 182 or 183 of the Act shall be held at such time and at such place as is determined in terms of those sections.

7. NOTICE OF GENERAL MEETINGS

- 7.1 An annual general meeting and a meeting convened for the passing of a special resolution shall be convened on not less than 21 days' notice in writing and any other general meeting shall be convened on not less than 14 days' notice in writing.
- 7.2 The notice shall specify the place, the day and the hour of the meeting and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under these Articles, entitled to receive such notices from the Company, provided that a meeting of the Company shall, notwithstanding the fact that it is called by shorter notice than that specified in this articles, be deemed to have been duly called if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority holding not less than 85 percent of the total voting rights of all the Members.
- 7.3 The accidental omission to provide notice of any general meeting to

a Member shall not invalidate the holding of the meeting, or the passing of any resolution thereat.

8. PROCEEDINGS AT GENERAL MEETINGS

- 8.1 Unless a general meeting determines that there shall be a greater quorum, a quorum for a general meeting shall be a minimum of three Members of the Company present in person.
- 8.2 Should a quorum not be present within thirty minutes after the appointed time for a general meeting, the general meeting, if convened by or on a requisition of Members, shall be dissolved and in any other case shall stand adjourned to the same day (or if that day is a public holiday, the next Business Day) in the next week at the same time and place, and a quorum at the resumption of the general meeting shall be the Members present in person at that meeting.
- 8.3 The Chairperson shall be the chairperson of each general meeting, provided that if the Chairperson is not present and willing to act, the Members present shall elect one of the Directors or, if no director is present and willing to act, a Member, to be chairperson of that general meeting.
- 8.4 The chairperson of a general meeting, shall, if obliged to do so in terms of the Act, and may, in his discretion in any other circumstance, adjourn that general meeting from time to time.
- 8.5 Subject to the provisions of the Act, it shall not be necessary to give notice of any adjournment of a general meeting.
- 8.6 No business shall be transacted at the resumption of any adjourned general meeting other than the business left unfinished at the general meeting from which the adjournment took place.
- 8.7 At any general meeting, each Member who is present in person, or by proxy, shall have one vote on a show of hands or on a poll.
- 8.8 At any general meeting a written resolution, read out by the chairperson and put to the vote, shall be decided by a show of hands unless a poll is demanded (on or before the declaration of the result of a show of hands) by the chairperson of the general meeting or in accordance with the provisions of the Act, and, unless a poll is so demanded, a declaration by the chairperson of the general meeting that a resolution has, on a show of hands, been carried either unanimously or by a majority and an entry to that effect in the book containing the minutes of the proceedings of general meetings shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

- 8.9 If a poll is demanded at a general meeting:
- 8.9.1 on the election of a chairperson of the general meeting or on an adjournment, the poll shall be taken immediately and in such manner as the general meeting determines, and a poll on any other question shall be taken at such time and in such manner as the chairperson of the general meeting directs;
 - 8.9.2 the result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded;
 - 8.9.3 the demand shall not preclude the general meeting from considering any question other than that on which the poll has been demanded unless the general meeting decided otherwise;
 - 8.9.4 the chairperson of the general meeting can appoint scrutineers to determine the result of the poll; and
 - 8.9.5 the demand may be withdrawn at any time.
- 8.10 No objection shall be taken to the admission or rejection of any vote except at the general meeting at which the vote in dispute is cast, or, if it is adjourned, the resumption thereof. The chairperson of that general meeting or resumed general meeting shall determine any issue raised by such objection and his determination shall be final and binding.
- 8.11 In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote.
- 8.12 A resolution in writing signed by all Members entitled to receive notice of and to attend and vote at a general meeting properly called and held, shall be as valid and effective as if it had been passed at a general meeting of the Members duly called and constituted. Any such resolution may consist of several documents, each of which may be signed by one or more Members and shall be deemed to have been passed on the date on which it was Signed by the last Member who Signed it, unless a statement to the contrary is made in that resolution.

9. PROXIES

- 9.1 A proxy form, power of attorney or other authority in respect of general meeting shall be in writing and signed by or on behalf of the grantor.
- 9.2 The holder of a general or special power of attorney, whether he is himself a Member or not, given by a Member shall be entitled to attend meetings and to vote if duly authorised under the power to

attend and take part in the meetings.

9.3 Subject to the provisions of the Act, a proxy form shall:

9.3.1 be deposited at the Office not less than twenty-four hours before the time appointed for the holding of the general meeting, or resumption of an adjourned general meeting at which the person named therein proposes to vote;

9.3.2 in addition to the authority conferred by the Act, except insofar as it provides otherwise, be deemed to confer the power generally to act at the general meeting in question, subject to any specific direction as to the manner of voting;

9.3.3 be valid at every resumption of an adjourned meeting to which it relates, unless the contrary is stated thereon;

9.3.4 not be used at the resumption of an adjourned general meeting if it could not have been used at the general meeting from which it was adjourned for any reason other than that it was not lodged timeously for the meeting from which the adjournment took place; and

9.3.5 not be valid after the expiry of two months after the date when it was Signed unless it specifically provides otherwise.

9.4 A vote cast or act done in accordance with the terms of a proxy form shall be deemed to be valid notwithstanding:

9.4.1 the previous death, insanity, or any other legal disability of the person appointing the proxy; or

9.4.2 the revocation of the proxy, unless notice as to any of the abovementioned matters shall have been received by the Company at the Office or by the chairperson of the meeting at the place of the general meeting if not held at the Office, before the commencement or resumption (if adjourned) of the general meeting at which the vote was cast or the act was done or before the poll on which the vote was cast.

9.5 The instrument appointing a proxy shall, subject to the provisions of Section 188 of the Act, be in the following form or as near thereto as circumstances permit:

NAMIBIAN PRIVATE PRACTITIONERS FORUM

(incorporated association not for gain) (“the Company”)

I/We _____

of _____

being a member of the Company, hereby appoint

of _____

or failing him _____

of _____

as my/our proxy to attend and speak and vote on a poll for me/us and on my/our behalf at the annual general meeting or general meeting (as the case may be) of the Company to be held on the ____ day of ____ 20____ and at any adjournment thereof, as follows:

In favour of	Against	Abstain

(If columns 1, 2 or 3 are not completed, then my proxy may vote or abstain from voting as he deems fit).

(Indicate instruction to proxy by way of a cross in space provided above.)

SIGEND this ____ day of _____ 20____ .

Signature

(Note: A member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote in his stead, and such proxy need not also be a member of the Company.)”

10.DIRECTORS

- 10.1 Subject to the provisions of the Act and unless otherwise determined by a general meeting, the number of Directors shall not be less than three and not more than thirteen, of which a maximum of seven may be elected by the members in terms of Article 11 and a maximum of six may be co-opted in terms of Article 13.
- 10.2 Each Director shall hold office for two years only, but elected Directors shall be eligible for re-election and co-opted Directors shall be eligible for reappointment. A Director need not be a Member of the Company.
- 10.3 At least 3 Directors shall at all times not be “connected persons” as defined in the Income Tax Act, 24 of 1981 (**“Income Tax Act”**).
- 10.4 A meeting of the Directors shall have the power, from time to time, to appoint anyone as a director to fill a vacancy in the Directors.
- 10.5 The continuing Directors may act, notwithstanding any vacancy in their number, but if and for so long as their number is reduced below the minimum number of Directors required to act as such for the time being, the continuing Directors may act only to:
 - 10.5.1 increase the number of Directors to the required minimum, or
 - 10.5.2 summons a general meeting for that purpose, provided that if there is no director able or willing to act, then any Member may convene a general meeting for that purpose.
- 10.6 The Directors may be paid any travelling, subsistence and other expenses properly incurred by them in the execution of their duties in or about the business of the Company and which are authorised or ratified by the Directors.

11. ELECTION OF DIRECTORS

- 11.1 With effect from the date of registration of these Articles, the Members hereby appoint the following persons as Directors of the Company:

- 11.1.1 Pieter Coenraad Pretorius;
- 11.1.2 Martin Wucher;
- 11.1.3 Johannes Andries Coetzee;
- 11.1.4 Louis Francois Pretorius;
- 11.1.5 Jeremy Harry Nel;
- 11.1.6 Flavia Mugala-Mukungu; and
- 11.1.7 Birte Irmela Burmeister

11.2 Members shall elect the Directors in accordance with the specifications of Article 11.3.

11.3 Procedures for the election of Directors:

- 11.3.1 at least 90 days before the biannual general meeting, the Secretary shall by written notice to each member ask for nominations of Director(s);
- 11.3.2 the notice shall state the date upon which the nomination must be received by the Secretary, which date may not be less than 60 days before the biannual general meeting;
- 11.3.3 the nomination shall be signed by the proposer as well as the nominee;
- 11.3.4 if no nominations are received by the date stipulated for receipt thereof, or the number of nominees nominated is less than the minimum stipulated under Article 10.1, the procedure for election shall again apply from the beginning;
- 11.3.5 if the nominees are equal in number to the number of vacancies, those nominees shall be deemed to be duly elected;
- 11.3.6 should there be more nominees than the Directorships available, the names of all persons who have been properly nominated shall be entered on a ballot paper with a notation as to the number of Directorships available and one copy of such ballot paper shall be sent by the secretary to each member;
- 11.3.7 each Member shall have one vote for each Director that his Division is entitled to appoint;

- 11.3.8 the completed ballot paper must be returned by the Member to the Secretary on or before the date specified therefore in the ballot paper;
- 11.3.9 on the business day following the last day specified for receipt of the ballot papers, the Secretary shall collate the votes from the ballot papers from the Members and the nominee(s) who received the most votes shall be appointed as Director of the Company with effect from conclusion of the biannual general meeting and such an appointment shall be declared in writing to all the members of the Company within ten business days.
- 11.3.10 in the event that two or more nominees receive the same number of votes, the nominee(s) who have been registered as health professionals in terms of section 17 of the Allied Health Professions Act, for the longest period, shall be deemed to be the successful nominee(s), and if two or more of the nominees have been registered as aforesaid for the same period, the oldest nominee(s) shall be deemed to be the successful nominee(s).

12. ROTATION OF DIRECTORS

- 12.1 The Directors of the Company shall retire from office at every biannual general meeting and the newly elected members of the Board shall assume office as Directors.
- 12.2 Retiring Directors shall be eligible for re-election or reappointment.

13. CO-OPTED DIRECTORS

13.1 CO-OPTED DIRECTORS

The Directors shall have the power to appoint six additional Directors in accordance to Article 10.1 so that the Board may better present the various divisions and subdivisions as being specified in Article 4, provided that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with these Articles and the appointment of any Director so appointed shall cease at the conclusion of the next biannual general meeting. Co-opted Directors will be equal in status and powers to their elected fellows.

13.2 ASSOCIATE DIRECTORS

13.2.1 The Directors may at any time and from time to time appoint any persons to be Associate Directors and at any time remove from office any person so appointed. The Directors may define and limit the powers and duties of such Associate Directors and may determine their remuneration for such services, provided that an Associate Director as such shall not at any time be:

13.2.1.1 a member of the Board of Directors and shall not be entitled to attend at meetings of the Board except by invitation;

13.2.1.2 reckoned in a quorum of any meeting of the Board; or

13.2.1.3 entitled to vote at any such meeting;

13.2.2 An Associate Director is not and shall not at any time be regarded as a Director in terms of these articles or otherwise.

14. CHAIRPERSON

14.1 The Directors shall elect a Chairperson of the Directors from their number, who may or may not be a Member, and determine the period for which he is to hold office. At any meeting of Directors the Chairperson of the Directors shall act as chairperson. If no Chairperson has been elected, or is present and willing to act as such, the Directors' present at any Directors meeting shall choose, by majority vote, one of their number to be chairperson of the meeting.

14.2 For the avoidance of doubt, the roles of the CEO and the Chairperson shall be kept separate and the Chairperson shall not be responsible for running the business of the Company or the implementation of the policies and strategies adopted by the Board.

14.3 In the event that the Chairperson ceases to hold office as a Director, his election as Chairperson shall simultaneously be terminated. Within thirty days of the Chairperson ceasing to hold that office either because he resigns from that office or for any other reason, a replacement shall be elected in terms of these Articles.

15. CHIEF EXECUTIVE OFFICER

- 15.1 The Directors shall appoint a CEO on such terms and conditions as may be determined by the Directors.
- 15.2 The CEO may or may not be a Member of the Company.
- 15.3 The CEO may be appointed by contract for a maximum period of three years at any one time.
- 15.4 The CEO shall be eligible for reappointment at the expiry of his period of appointment.
- 15.5 The Directors may entrust and confer upon the CEO such of the powers and authorities vested in them as they think fit, and may confer such powers and such authorities for such time, and to be exercised for such objects and such purposes and upon such terms and conditions, as they may think expedient, and they may confer such powers and authorities either collaterally with, or to the exclusion of, or in substitution for, all or any of the powers and authorities of the Directors, and may revoke, withdraw, alter or vary all or any of such powers and authorities.

16. ALTERNATE DIRECTORS

- 16.1 Any Director shall have the power to nominate another person approved by the Board to act as Alternate Director in his place during his absence to act as such Director, and on such appointment being made, the Alternate Director shall, in all respects, be subject to the terms and conditions existing with reference to the other Directors of the Company. A person may be appointed as alternate to more than one Director. Where a person is alternate to more than one Director or where an Alternate Director is a Director, he shall have a separate vote, on behalf of each Director he is representing in addition to his own vote, if any.
- 16.2 The alternate Directors, whilst acting in the place of the Directors who appointed them, shall exercise and discharge all the duties and functions of the Directors they represent. The appointment of an alternate Director shall cease on the happening of any event which, if he were a Director would cause him to cease to hold office in terms of these Articles or if the Director who appointed him ceases to be a Director, or gives notice to the Secretary of the Company that the alternate Director representing him shall have ceased to do so. An alternate Director shall look to the Director who appointed him for remuneration.

16.3 The appointment of an alternate Director shall terminate when the Director to whom he is alternate Director ceases to be Director or if the other Directors withdraw their approval to his appointment.

16.4 An alternate Director shall:

16.4.1 only be entitled to attend or act or vote at any meeting of Directors if the Director to whom he is alternate is not present, provided that:

16.4.1.1 he may attend a meeting of Directors at which the Director to whom he is an alternate is present if the other Directors agree thereto;

16.4.1.2 any person attending any meeting of Directors as a Director in his own right and/or as an alternate for one or more Directors, not present, shall have one vote in respect of each Director whom he represents, including himself if he is a Director.

16.4.2 only be entitled to sign a resolution passed otherwise than at a meeting of Directors in terms of these Articles if the Director to whom he is an alternate is then absent from the town in which the Office is situated, or is incapacitated;

16.4.3 subject to the foregoing, generally exercise all the rights of the Director to whom he is an alternate in the absence or incapacity of that Director; and

16.4.4 in all respects be subject to the terms and conditions existing with reference to the appointment, rights and duties and the holding of office of the Director to whom he is an alternate, but shall not have any claim of any nature whatsoever against the Company for any remuneration.

17. POWERS AND DUTIES OF THE DIRECTORS

17.1 Subject to any limitation imposed by these Articles, the management of the business and the control of the Company shall be vested in the Directors who, in addition to and without

limitation of the powers expressly conferred upon them by the Act of these Articles, may delegate to any one or more persons all such powers and delegate to any one or more persons the doing of all such acts (including the right to sub-delegate) as may be exercised or done by the Company by a general meeting.

17.2 The delegation and/or exercise of powers delegated in Article 17.1 shall always be consistent and compliant with any resolution passed by a general meeting. Notwithstanding the foregoing, no such resolution passed by a general meeting shall invalidate any prior act of the Directors or any delegate.

18. BORROWING POWERS

18.1 The Directors acting on behalf of the Company may, from time to time, raise or borrow from third parties any sum or sums of money for the purposes of the Company, provided that the amounts in the aggregate so raised or borrowed from time to time shall not exceed such amount as may be determined by the Company in general meeting from time to time.

18.2 The Directors may raise or secure the repayment of such monies in such manner and upon such terms and conditions in all respects as they think fit and in particular by the execution of mortgage bonds or other forms of hypothecation upon all or any part of the property and rights of the Company, both present and future.

19. INTEREST OF DIRECTORS

19.1 No Director or intending Director shall be disqualified by his office from contracting with the Company, whether with regard to such office or as vendor or purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company, in which any Director shall in any way be interested, be, or be liable to be, avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relationship thereby established, provided that the nature of his interest shall be declared by him in accordance with the provisions of the Act.

19.2 Any notice given to the Directors by a Director to the effect that he is a member of a specified company, firm or partnership shall comply with the provisions of the Act.

19.3 A Director shall, if he has, in accordance with the Act, disclosed his interest (if it is material) in the relevant contract or arrangement.

19.3.1 be counted in a quorum for the purpose of a meeting of Directors at which he is present to consider any matter, and

19.3.2 be entitled to vote in regard to any matter, relating to any existing or proposed contract or arrangement in which he is interested, other than a contract or arrangement regulating his holding office.

20. DISQUALIFICATION OF DIRECTORS

20.1 A Director shall cease to hold office as such if he:

20.1.1 is prohibited from being, is removed as or is disqualified from acting as a director of a company in terms of the Act;

20.1.2 gives notice to the Company of his resignation as a Director with effect from the date of, or such later date as is provided for in, such notice;

20.1.3 absents himself from meetings of Directors for six consecutive months without the leave of other Directors, and they resolve that his office shall be vacated, provided that this provision shall not apply to a Director who is represented by an alternate who attends such meetings; or

20.1.4 is given notice, Signed by Members holding in the aggregate more than 50% of the total voting rights on a poll of all Members then entitled to vote on a poll at a general meeting, of the termination of his appointment.

21. PROCEEDINGS OF DIRECTORS

21 .1 The Directors may meet, adjourn and otherwise regulate their meetings as they think fit and any Director shall be entitled to convene a meeting of the Board on not less than 21 days' notice given to all Directors, unless the majority of the Directors consent to shorter notice being given, or direct the Secretary to convene a meeting of the Board.

- 21 .2 Unless otherwise determined by the Company in general meeting, or by a meeting of the Board at which all the Directors are present, the quorum necessary for the transaction of the business of the Directors shall be a majority of the Directors for the time being in office. A resolution of Directors shall be passed by a majority of the votes of the Directors present at the meeting at which it is proposed.
- 21 .3 Subject to the provisions of the Act, a resolution signed by Directors (or their alternates, if applicable) whose number constitute a quorum for a meeting of Directors, and inserted in a minute book, shall be as valid and effective as if it had been passed at a meeting of Directors. Any such resolution may consist of several documents, each of which may be signed by one or more Directors (or their alternates, if applicable) and shall be deemed to have been passed on the date on which it was Signed by the last Director who Signed it (unless a statement to the contrary is made in that resolution).

22. PROHIBITION ON DISTRIBUTION OF INCOME AND PROPERTY

- 22.1 The income and property of the Company, wheresoever derived, shall be applied solely towards the promotion of its main object and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever, to the Members of the Company or to its controlling or controlled group company (as defined in the Income Tax Act), provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Company or to any Member thereof in return for any services actually rendered to the Company.
- 22.2 For the purposes of Article 22.1. the investment of surplus profits shall be permissible, provided that any profits occurring on such investments are applied solely towards the promotion of the main object of the Company.

23. COMPLIANCE WITH THE FURTHER REQUIREMENTS OF THE INCOME TAX ACT

- 23.1 The Board shall submit to the Commissioner for the Namibian Revenue Services a copy of any amendment to the Memorandum of Articles.
- 23.2 The Company is prohibited from paying any remuneration to any employee, officer or other person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered. The

payment of any such remuneration may further not economically benefit that employee, officer or other person in a manner which is inconsistent with the public benefit objects of the Company.

- 23.3 The Company shall comply with such reporting requirements as may be determined, from time to time, by the Commissioner of Namibia Revenue Services.
- 23.4 The Company is prohibited from accepting any donation which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of that donation. The Company is further prohibited from accepting any donation where an attached condition could enable the donor or any connected person in relation to the donor to derive some direct or indirect benefit from the application of the donation, except where the donor is an approved public benefit organisation or an institution, board or body which is exempt from tax in terms of Section 10(1)(cA)(i) of the Income Tax Act and has as its sole or principal object the carrying on of any public benefit activity.
- 23.5 The Company shall not knowingly permit itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is the reduction, postponement or avoidance of any liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Income Tax Act or any other Act administered by the Commissioner of the Namibia Revenue Services.
- 23.6 The Company shall not use its resources directly or indirectly to support, advance or oppose any political party.

24. INDEMNITY

- 24.1 Each Director, alternate Director, manager, Secretary and other officer of the Company; and person employed by the Company as its auditor, shall be indemnified by the Company against any liability incurred by him from time to time in that capacity in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted or in respect of any of those proceedings which are abandoned or in connection with any application made under Section 248 of the Act in which relief is granted to him by a court of competent jurisdiction.
- 24.2 No Director, officer or employee of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director, officer or employee or for joining in any receipt or

other act for conformity, or for loss or expense incurred by the Company through the insufficiency or deficiency of any security in or upon which any of the monies of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or delictual acts of any persons with whom any monies, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever shall happen in the execution of the duties of his office, or in relation thereto, unless the same happens through his own wrongful act, negligence, default, breach of duty or breach of trust.

25. NOTICES

- 25.1 Subject to the provisions of these Articles, a notice shall be in writing and shall be given or served by the Company upon any Member or Director either by delivery or by sending it through the post, properly addressed, to:
- 25.1.1 a Member at his postal address shown in the register of members;
 - 25.1.2 a Director at his postal address shown in the Director's register.
- 25.2 A Member may by notice require the Company to record an address within the Republic of Namibia which shall be deemed to be his address for the purpose of the service of notices.
- 25.3 Every such notice shall be deemed, until the contrary is proved, to have been received:
- 25.3.1 if it is delivered, on the date on which it is so delivered;
 - 25.3.2 if it is sent by post, on the date on which it is posted.
- 25.4 When a given number of days' notice or notice over any period is required to be given, the date on which it is deemed to be received shall not be counted in such number of days period.
- 25.5 The omission to give notice of a general meeting or of a meeting of Directors or the non-receipt of, or delay in transmission through the post, of any such notice by or to any Member or Director, as the case may be, shall not invalidate any resolution passed at any such meeting.

26. CODE OF CONDUCT

The ethical principles to which members of the Company subscribe and to which they aspire in the execution of their functions are spelled out in the Code of Conduct.

26.1 GENERAL

- 26.1.1 The Namibian public has the right to be treated in an honest, fair and transparent way;
- 26.1.2 All patients and members of the public are entitled to equal concern and dedication;
- 26.1.3 The general health of the public at large and the life and general health of each individual patient in particular is the primary concern of each health care professional;
- 26.1.4 To uphold the honour and dignity of each profession and to adhere to academic standards, professional codes and obligations as well as applicable legislation, is the responsibility of each health care professional.

26.2 HEALTH CARE

- 26.2.1 Health care, to the best of the ability of the professional, in the most appropriate and cost effective way and with due respect for the confidentiality entrusted, is to be delivered at all time;
- 26.2.2 On the basis of adequate information, to be delivered by the health care professional. the patient's right to choose from alternate treatment plans that meet professional standards of care, has to be honoured at all time;
- 26.2.3 The right of the patient to seek a second opinion is to be respected and when called for, actively supported;
- 26.2.4 The help of more experienced colleagues or of other health care professionals is to be enlisted whenever the need arises;
- 26.2.5 No health care professional shall make disparaging comments on the care provided by another professional to a patient or the public.

26.3 PROFICIENCY

- 26.3.1 Continued professional education to update professional knowledge and skills is to be pursued in an active and effective way by all health care professionals.
- 26.3.2 Health care professionals have the obligation to make the results of their scientific and/or professional endeavours known to all when they are useful in safeguarding or promoting the health and well-being of the public.

26.4 ADVERTISING

- 26.4.1 Health care professionals shall build their reputation on their professional ability and integrity and shall conduct any promotional activity in accordance with acceptable professional standards and within applicable legislation.
- 26.4.2 No professional will lend his name or provide testimony for reward, to any material or product offered to the public.

26.5 REMUNERATION

- 26.5.1 Health care professionals are entitled to reasonable fees for services rendered and are responsible to establish such fees.

26.6 MISCONDUCT

- 26.6.1 Health care professionals have an obligation to report to the appropriate structures of authority not only unprofessional conduct by fellow professionals but all misconduct in the realm of health care including misconduct by health care funders.

26.7 RESUME'

- 26.7.1 The combined notion of *ability*, *availability*, *accessibility*, *affordability* and *accountability* should always reign as guideline to the practical approach of each health care professional.

27. REVIEW

27.1 Members acknowledge and agree that each Member within a particular profession represented by the Company is a peer of another Member within that profession and that any committee established by the Board for the purposes of this clause and consisting of a number of Members of a particular profession, will be a fit and proper committee.

27.2 Members agree to submit to and to participate in a four-level review system the particulars of which are set out in section 27.3.

27.3 FOUR-LEVEL REVIEW

27.3.1 LEVEL 1 : SELF REVIEW

This is a process whereby the participating professional is enabled to compare his own performance to that of peers with the aid of statistical trends, delivered by health care funders from their data bases as by agreement with the Company. Although voluntary, regular introspection by each health care professional in this regard will be encouraged by the Board.

27.3.2 LEVEL 2 : PEER EVALUATION

This is the process whereby the participating professional, on a voluntary basis, is enabled to call for assistance following remarks or complaints from funders, colleagues or the public. In the event of such a request the Board will then conduct a process and compile a suitable structure to be of maximum help.

27.3.3 LEVEL 3 : PEER MENTORING

This is a formal and compulsory interview by a Mentoring Committee following persistent complaints about the behaviour of a participating professional. It is an investigation on the ground in an effort to try to find explanations and/or solutions to the satisfaction of complainants. It will be conducted by an Ethical Committee

appointed by the Board.

27.3.4 LEVEL 4 : PEER REVIEW

This is a compulsory and formal disciplinary hearing performed by a Peer Review Committee or other panel as the situation may demand, appointed by the Board.

27.4 For the purpose of conducting a Peer Review the Board shall establish a Peer Review Committee of not less than three members from the ranks of relevant professions to decide the alleged misconduct.

27.5 The process of Peer Review and the related formal hearing shall satisfy the requirements of preparation and procedure of a Court of law.

27.6 If a member is found guilty of any charges on a balance of probabilities, his membership of the Company may be terminated and his conduct reported to the HPCNA by the Board, in accordance with section 26.6 of the Code of Conduct.

28. MANAGEMENT OF THE COMPANY

28.1 Each member shall pay such annual membership fees as might be determined by the Board from time to time;

28.2 In consideration for the payment to the Company of such fees, the Board will:

28.2.1 Negotiate with the funders of health care as well as with other health care providers such as hospitals, clinics, insurance companies, government ministries and other as the case may demand, to maximise benefits for members. Any such negotiated agreements, issues of interest arrived at during negotiations and benefits agreed upon, will be disclosed to all members.

28.2.2 Issue recommended protocols, practice guidelines, administrative guidelines and tariff of fees from time to time. These guidelines will include benefits payable by contracted medical schemes as well as minimum quality and ethical standards to which a member must adhere. It will also include the administrative procedures agreed upon to which members in respect of a particular funder must adhere. After compilation, tariffs of fees will annually be adjusted and negotiated.

Adjustments will be in accordance with the results of empirically researched cost structures for each profession involved and with due consideration of a reasonable remuneration for the members of each individual profession.

28.2.3 Keep, in accordance with the specifications of Article 26.6.1, a watchful eye over exploitation of members of medical aid funds who are at the same time patients to the health care professions.

28.2.4 Create and maintain the infrastructure needed, and conduct the processes required for Review in accordance with the specifications of Article 27.

28.2.5 Maintain and further develop the capacity of the Company to serve the interests of its members.

29. OBLIGATIONS AND DUTIES OF MEMBERS

29.1 Each Member undertakes not to negotiate or enter into any contract of any nature whatsoever with any other party in respect of matters or in contravention of any of the principles enunciated in the Articles unless the negotiations in question or the conclusion of the contract in question has been approved in writing by the Board.

29.2 Each Member shall comply in all respects with the provisions of any contract properly entered into by and between the Company and any other party in terms of which any obligation is imposed upon a Member.

29.3 In order to ensure uniformity and maintain minimum quality standards each Member undertakes to comply substantially with the billing procedures, practice procedures, protocols and guidelines prescribed from time to time by the Board.

29.4 Members shall conduct their practises strictly in accordance with the provisions and principles of these Articles or in accordance with provisions and principles insisted upon by the Board, from time to time.

29.5 When called upon, Members will furnish the Board with such information as may be necessary to enable to Board to discharge its duties. Where such information relates to confidential data, such information will only be released to an Ethical Committee.

29.6 If a Member shall fail to comply with any recommended protocol, billing procedure, guideline or tariff of fees issued in terms hereof or be guilty of gross abuse of recommended procedures, protocols or guidelines or fail to comply with the terms of any contract negotiated with any party, then the Board shall be entitled to investigate and if needed convene a disciplinary hearing.