MEMORANDUM OF INCORPORATION

FOR THE

INDEPENDENT MUSIC PERFORMANCE RIGHTS ASSOCIATION

(IMPRA) NPC

is a Non Profit Company registered in terms of Company Act, 2008 under registration number: **2014/025121/08** and duly accredited by Companies and Intellectual Property Commission (CIPC) in terms of Regulation 3(c) of the Regulations on Collecting Societies.

Final MOI.

THE COMPANIES ACT, NO. 71 OF 2008 (AS AMENDED) MEMORANDUM OF INCORPORATION

OF

INDEPENDENT MUSIC PERFORMANCE RIGHTS ASSOCIATION
(Registration number: 2014/025121/08)

(which is referred to in the rest of this Memorandum of Incorporation as "the Company")

This Memorandum of Incorporation was adopted by Special Resolution passed on 14th August 2018.

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PREAMBLE AND INTRODUCTION

Preamble

Transformation of the Cultural and Creative Industries is inextricably linked to government's transformation of the South African society as a whole. The Government of South Africa discusses in the White Paper of Arts and Culture, (1996), that, "A fundamental prerequisite for democracy is the principle of freedom of expression. Rooted in freedom of expression and creative thought, the arts, Collecting Societies have a vital role to play in development, nation building and sustaining our emerging democracy. They must be empowered to do so". The White Paper also argues, "Humans are holistic beings. They not only need improved material conditions in order that they have a better quality of life. Individuals have psychological, emotional, spiritual, and intellectual expression, all of which require nurture and development for them to realise their full potential, and act as responsible and creative citizens",

The provisions of this Memorandum of Incorporation are founded upon and shall be implemented and administered in the recognition of human dignity, equality and the advancement of the rights and working environment of the cultural and creative workers, protection of intellectual property rights, non-racialism, non-sexism and the right of freedom of association, freedom of expression and the supremacy of the Constitution of the Republic of South Africa (1996), the rule of law and good corporate governance.

Independent Music Performance Rights Association (IMPRA) is a Non Profit Company registered in terms of Company Act, 2008 under registration number: 2014/025121/08 and duly accredited by Companies and Intellectual Property Commission (CIPC) in terms of Regulation 3(c) of the Regulations on Collecting Societies.

The copyright owners and performing artists represented by IMPRA in its capacity as a collecting society are proudly South African.

Vision

The vision of IMPRA is to represent the interests of its members and transform the South African royalty regime and to unlock the full economic potential of cultural and creative industries and creative workers.

Mission

IMPRA's mission is to champion and lead transformation in the collective management of rights to fast track economic empowerment opportunities for local music producers and performers in all provinces of South Africa.

Values

Ubuntu, transparency is the foundation of IMPRA: We are independent, objective and trustworthy;
Creativity and the protection of intellectual property rights are our lifeblood;
We respect each other and we believe in economic transformation for the benefit of all who work within the cultural and creative industries.

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2. DEFINITIONS AND INTERPRETATION

1. In this Memorandum of Incorporation, words importing any one gender includes the other gender, the singular includes the plural and vice versa; natural persons include juristic persons and vice versa

2. References to a statute or statutory provision include any subordinate legisla tion made from time to time under that statute or provision, and references to a statute or provision include that statute or provision as from time to time modified or re-enacted as far as such modification or re-enactment applies, or is capable of applying, to this MOI.
any word herein, which is defined in the Act and is not defined in this MOI shall bear that statutory meaning in this MOI;

3. Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings.

- 2.1. **"the Act"** means the Companies Act, 71 of 2008, as amended from time to time;

- 2.2. **"Annual General Meeting"** means the meeting of the Board and the General Council at the end of a calendar year.

- 2.3. "**Associate Member**" means an organisation/association affiliated with the Company, with rights ranking *pari passu* with Full Members without the right to vote at any meeting of the Company;

2.3.1"**Applicant**" means any person or entity applying for Membership of the Company

2.3.2 "**Companies Act"** means the Companies Act, 71 of 2008 as amended, consolidated or re-enacted from time to time, and includes all schedules and Regulations of such act;

2.4. **"the Board"** means the Board of Directors as registered under the NPC as constituted and authorised to act pursuant to this MOI.

2.4.1 **"the President"** means the President of the company and will act as Chairperson of the Board during the term of office of the Board;

2.5. "**the Chief Executive Officer**" means the Chief Executive Officer appointed by the Board from time to time;

2.5.1 **"Director"** means a director of the Company;

2.5.2 **"Executive Director"** means a director of the Company given powers to run the day to day affairs of the Company on behalf of the Board;

2.5.3 "**Office**" means the principal office of the Company

2.6. "**Company**" means Independent Music Performance Rights Association registration number- 2014/025121/08 and duly accredited by Companies and Intellectual Property Commission (CIPC) in terms of Regulation 3(c) of the Regulations on Collecting Societies,

2.6.1 **"Copyright Owner"** means the owner of copyright in any musical work and/or sound recording as contemplated in the Copyright Act;

2.6.2 **"Performer"** means a performer who has authorised fixation of his/ her performances of musical works further more he or she performs in any musical work and/or sound recording as contemplated in the Copyright Act and the Performers Act;

2.7. "**Copyright Act**" means the Copyright Act 98 of 1978 as amended, consolidated or re-enacted from time to time, and includes all schedules and regulations of such act;

2.7.1 **"Performers Protection Act"** - Performers Protection Act 11 of 1967;

2.7.2 **"Copyright Owners' Chamber"** means the chamber which comprises Members represented by their respective Producers Organisation and all indi vidual members not limited to all those who don't belong to any Organised structure or formation.

2.7.3 **'Performers' Chamber"** means the chamber which comprises members represented by their respective Performers Organisations and individuals not limited to all those members who do not belong to any Organised formation or structure;

2.7.4 **"Chamber Task team"** means a joint committee comprising of Copyright Owners or Producers representative/s and Performers' Chamber representative/s, as constituted and authorised to act pursuant to this MOI

2.7.5 **"Advocasy Task team"** means a joint committee comprising of a licensing team member/s and the Legal representative or Legal firm authorised to act pursuant to this MOI on matters relating to Licensing.

2.7.6 **Distribution Task team"** means a joint committee comprising of the CEO, licensing team member/s and the Legal representative or Legal firm authorised to act pursuant to this MOI on matters relating to Distribution of royalties of the Company.

2.7.7 "**Performing Rights**" means the rights vested in Copyright Owners (in terms of the Copyright Act) and Performers (in terms of the Performers Protection Act) and which are administered by the Company, specifically to do or to authorise the doing in relation to Sound Recordings, the acts of –communicating same to the public; transmitting same in a diffusion service; and/or the broadcasting of same,

2.7.8 **"Sound Recordings"** means as a noun, any carrier of sound recordings now known or hereafter discovered shall include but not limited to:gramophone records, cassette tapes or tapes in any other form or compact disc,

2.8. **"the Constitution"** means the Constitution of the Republic of South Africa Act, 108 of 1996, as amended from time to time;

2.9. **"Consultative General Meeting"** means a mid-term special meeting comprising of relevant Task team members to measure progress of the Company on matters relating to but not limited to Distribution Report.

2.9.1 "**Ordinary Resolution**" means an ordinary resolution of Members present or represented at a General Meeting

2.10. "**Good Standing**" means, in relation to a Member, a Member who is not the subject of any disciplinary or sanction under the Company Rules or MOI;

2.10.1 **"Member"** means a member of the Company whether a Performer or a Copyright Owner admitted to membership, and who has the rights, privileges and obligations provided for Members in the Company's rule and "Members" and "Membership" shall bear the corresponding meaning;

2.11. **"Industry"** means the industry for the exploitation of sound recordings and musical works;

2.12. **"Department"** means the Department of Arts and Culture or the Department of Trade and Industry;

2.12.1 **"DAC"** means the Department of Arts and Culture;

2.12.2 **"DTI"** means the Department of Trade and Industry;

2.13. "**Licence Fee/s"** means the fees paid by Users to the Company which are determined in accordance with the tariff promulgated under the Copyright Act from time to time

2.14. "**Repertoire"** means the body of Sound Recordings licensed by the Company ;

2.14.1 **Royalty/ies"** means the royalties (including foreign royalties) paid by the Company to its Members

2.15. **"MOI"** means the Memorandum of Incorporation of the Company, as contained in this document;

2.16. **"Prescribed Officer"** means any person or an official of the Company, irrespective of any particular title given to such person, appointed by the Board to perform any function for the Company;

2.17. **"Official of the Department"** means the most senior official in the Department;

2.18. **"Person"** means any natural person, company or body corporate

2.28. **"the Republic**" means the Republic of South Africa.

2.29. **"Board of Trustees** shall mean the Board of Trustees of IMPRA Trust as appointed by the Board from time to time;

2.30. **"Trust"** shall mean Independent Trust duly registered in accordance with Registrar of Deeds under registration number <###>.

3. PART A – INCORPORATION AND NATURE OF THE COMPANY ,

3.1 Non-Profit Company

- (a) The Company is a newly formed company incorporated and registered as a Non-Profit Company in terms of the Act.
- (b) The MOI in the prescribed form as contemplated in section 13(1) (a) (i) of the Act shall not apply to the Company.
- (c) The Company is incorporated in accordance with and governed by:

i. the alterable provisions of the Act that are applicable to Non- Profit Com panies, subject to the limitations, extensions,

variations or substitutions set out in this MOI;

ii. the unalterable provisions of the Act that are applicable to the Non-Profit Companies, save to the extent that this MOI does not impose on the Company a higher standard, greater restriction, longer period of time or similarly more onerous requirement; and

iii. the provisions of this MOI.

4. Purpose and Objectives of the Company

The main objectives of the Company are as follows:

1. to license the Performing Rights in its Repertoire to Users and to collect Licence Fees from such Users like and not limited to(Broadcasters,Retailers);

2. to encourage the development and promotion of cultural and creative industries in the Republic of South Africa;

3. to promote the interests of its Members comprising Copyright Owners and Performers and more particularly the Company is hereby authorised by and on behalf of the Members:

4. to collect and distribute Royalties received from Users, to determine the manner in which Royalties and consequential investment income shall be computed, allocated and distributed amongst its Members;

5. to distribute investment income arising from non-distributed Licence Fees and Royalties amongst its Members;

6. In cases of undistributable monies, the funds of the shall be invested by the Trust of the Company:with a financial institution as defined in Section 1 of the Financial Institutions (Investment of Funds) Act, 1984 in securities listed on a licensed Stock Exchange as defined in Section 1 of the Stock Exchanges Control Act, 1985; or in such other financial instruments as the Commission of Inland Revenue may approve

7. encouraging and facilitating the setting up of platforms, networks and clusters between all public and private stakeholders that are relevant to the Industry cultural.

8. promoting the engagements or workshops in informal and non- formal education and training in fields that are relevant to the Industries for the benefit of the IMPRA members;

9. improving investor-readiness of both the financial institutions and the industries, and devise dedicated financial instruments, in particular guarantee schemes like Home loans,Funeral schemes and other benefiting schemes for the sustainability and a better standard of living or livelihood of the members of Impra;

10. supporting and implementing the digitisation of cultural content and the development of online platforms as another revenue stream for its members;

5. Purpose and Objectives of the Trust.

FORMATION.

5.1 The President of the Company in consultation with the Board of Direc tors shall cause to form an Independent duly registered Trust in accordance with the laws of the Republic which shall exist in its own right.

COMPOSITION.

5.2 The Trust shall compose of Board of Trustees who shall not be less than three and not more than five.

APPOINTMENT AND ELECTION.

5.3. The President of the Company shall appoint the **initial** Board of Trustee to serve, subject to approval of the Board of Directors. Following the initial term of the Board of Trustees, appointment of the Board of Trustees shall be by way of invitation from the Board of Directors. Such appointment shall be made with the view to ensure that the Board of Trustee contains an appropriate balance of skill, knowledge and experience relevant to the requirements of the Company.

POWERS AND FUNCTIONS.

5.4. The Trust shall, amongst others, have the following powers and functions in the registered Deed of Trust:

a) To register a company which shall be used to run the business af fairs of the Trust, and may register additional companies which shall be under iMPRA Holdings (PTY) LTD;

b) To raise funds on behalf of the Company;

c) To obtain financial support, collect or receive monies by way of be quests, donations, subscriptions, grants and subsidies and raise funds;

d) To invest any of its surplus funds or monies received from its beneficiary (IMPRA) which are not immediately required for any administration or projects of the Company;

e) To purchase, own and control monies and property of the Company;

f) To ensure the Company uses its resources exclusively in pursuance of its objectives.

TERM OF OFFICE.

5.5. Initial term: The initial Board of Trustees shall hold office for at least three terms, immediately commencing their appointment.

5.5.2 The Board of Trustees shall hold office for at least three(3) terms a from the first (1) January following their appointment.A term comprises of (Five) 5 calendar years.

5.5.3. Limitation: A member of the Board of Trustees may be appointed to serve for a further term. However such a member of the Board of Trustees shall not hold office for more than three consecutive terms.

GOVERNANCE AND TERMINATION

5.6. The Board of Trustees shall be governed in accordance with its Deed of

Trust.

REMUNERATION

5.7. Subject to limitations of the budget, the income for the year Board of Trustees shall set remuneration for its members.

6. Powers and Capacity of the Company

. (a) The Company has all the legal powers and capacity contemplated in the Act, and no provision contained in this MOI should be interpreted or construed as negating, limiting, or restricting those powers in any way whatsoever.

. (b) The legal powers and capacity of the Company are not subject to any restrictions, limitation or qualifications, as contemplated in section 19(1)(b)(ii) of the Act.

(c) The Company shall be prohibited from distributing any of its funds to any person (otherwise than in the course of undertaking any public benefit activity) and is required to utilize its funds solely for the objectives for which it has been established, or to invest such funds with –
9.1 a financial institution as defined in Section 1 of the Financial Services Board Act 97 of 1990; and
6.2. such other prudent investments in financial instruments and assets as the Commissioner of the South African Revenue Services may determine af ter consultation with the Board Officer of the Financial Services Board and the Director of Non-Profit Organizations,
Provided that the provisions of this MOI shall not prohibit the Trust from re taining any investment (other than any investment in the form of a business undertaking or trading activity or asset which is used in such business under taking or trading activity) in the form that it were acquired by way of dona tion, bequest

6.2.2 creating a platform of interaction and integration for its members, tradi tional industries and other related emerging industries, and providing in vestment opportunities in Industry projects for members;
6.3. provide intellectual property rights advisory services to members;
6.4. provide dispute resolution services for members;
6.5. facilitate promotion of local content at international platforms; and act as catalyst of transformation in accordance with Broad Based Black Economic Empowerment Codes of Good Practice.

7. Special Conditions and Remunerations

. (a) The Company shall ensure that all of its activities are directed to the furtherance of its sole or principal object and not for the specific benefit of an individual member or minority group.

. (b) The Company shall have 30% interest as administration fee in any funds raised for the execution of any programme.

. (c) The Company must not directly or indirectly, pay any portion of its income or transfer any of its assets, regardless of how the income or asset was derived, to any person who is or was an incorporator of the Company or who is a member or Director, or person appointing a Director of the Company, except as:

1. reasonable remuneration for goods delivered or services rendered to or at the direction of the Company; or payment of, or reimbursement for, expenses incurred to advance a stated object of the Company; or payment of or reimbursement incurred in the performance of their du ties, including all travelling, hotel and other expenses to advance a stated object of the Company;

2. payment of an amount due and payable by the Company in terms of a *bona fide* agreement between the Company and that person or an other; or

3. payment in respect of any rights of that person, to the extent that such rights are administered by the Company in order to advance a stated object of the Company; or in respect of any legal obligation binding on the Company.

4. The Company shall utilise the whole of its funds for the object for which it has been established for with provision contemplated in (b) above.

5. The Company may not, directly or indirectly, distribute any of its funds or assets to any person other than in the furtherance of its objectives.

8. Dissolution of the Company.

The company may be wound up voluntarily by the Board by passing a resolution supported by a majority of the members. Any such voluntary winding up shall be effected in accordance with section 80 of the Act.Upon the dissolution of the Company, its net assets must be given to the Trust and the Trust may decide to distributed such assets in the manner determined in accordance with item 1(4)(b) of Schedule 1 of the Companies Act and section 30B(8) of the Income Tax Act. For the avoidance of doubt no past or present Member or Director of the Company, or person appointing a Director of the Company, is entitled to any part of the net value of the Company after its obligations and liabilities have been satisfied.

9. Amendments of the Memorandum of Incorporation.

(a)Save for correcting errors substantiated as such from objective evidence or which are self-evident errors (including, but without limitation *ejusdem generis*, spelling, punctuation, reference, grammar or similar defects) in the MOI, which the Board is empowered to do, all other amendments or alterations of the MOI shall be effected in the following manner:

i. In compliance with the Court's order, which amendment must be effected by the resolution of the Board of Directors as set out in section 16 (4) of the Act;

ii. By a special resolution, if it is proposed by the Chambers of the Company after consultation with the Board; and

iii. By a Business Practitioner in case the Company has been placed under Business Rescue Proceedings.

10. Making of the Company's Rules

(a) The authority of the Board of Directors to make rules for the Company, as contemplated in section 15 (3) to 15 (5) of the Act is not limited or restricted in any manner by this MOI.

(b) The Board of Directors may publish any rules made in terms of section 15(3) to 15(5) of the Act by delivering a copy of those rules to each Member by ordinary mail or by email;

(c) The Company may publish any notice of the MOI or the Rules, made in terms of section 17(1) of the Act, by delivering a copy of those rules to each Full Member by ordinary mail or publishing on the website.

11. Optional Provisions of the Companies Act, 2008.

The Company elects in terms of section 34(2) of the Act, to comply voluntarily with the provisions relating to the appointment of auditors and company's secretary as set out in Chapter 3 of the Act.

12. Meetings of members,Elections and Appointment of Chambers.

The Company is not required to hold any meetings other than those specifically required by the Companies Act and this MOI.

The Company shall, during each financial year of the Company, convene and hold an Annual General Meeting.Such meetings can be hosted physical or virtually as the President will advise.
In case of emergency, the Chairperson who is the President of the Or ganisation may call for an Executive Committee meeting at his/her own discretion.

Location of Special Provincial Members Meetings shall be at the discretion of the President of the Board and the authority of the Com pany to hold any such meeting in the Republic or in any foreign coun try, as set out in section 61(9) of the Companies Act is not limited or restricted by this MOI.

For purposes of inclusivity and ensuring maximum participation by all members our Annual General Meeting shall be preceded by a Provincial Special Meetings (PSM).At the PSM among issues for discussion are the following;
The Agenda for the Annual General Meeting;
Appointment of two delegates to the Annual General Meeting
The Provincial delegates appointed to attend the AGM shall consist of two delegates one of whom shall be a chamber member and the other shall be an ordinary member;
The two Provincial delegates shall be given a mandate and/or a proxy for the discussion, ratification and adoption of the matters to be tabled at the AGM.
Such meetings will be hosted physically or virtually.

The Annual General Meetings of Members (excluding the Special Provincial Meeting) must be called by not less than 21 (twenty one) days notice in writing. The notice is exclusive of the day on which it is served or deemed to be served and of the day for which it is given with clear details on how the meeting shall unfold, to such persons as are, under this MOI, entitled to receive notices from the Company.

In respect of Annual General Meetings, or any General Meeting at which such matters are required to be voted on

-if it is the elective year, state the names of Members of the Chambers, the name of the business under which they carry on business and the business addresses of any Chamber Member who has been nominated for election to the Chamber;

The Board of Directors is appointed or coopted by the Trust and or by the Directors of the Company.

-if it is the elective year, the meeting agenda will include:

the election of the Chamber members;

call for the appointment of the Auditors and the fixing of the amount of the Auditors' remuneration

include the receiving and consideration for the Annual Financial Statements;

Acknowledgement of the Distribution policy Document which is the responsibility of the Executive Administration Office.

Acknowledgement of the Distribution Plans submitted over the years which is also the sole responsibility of the Executive administration Office and include the consideration of any other matter of which due notice has been given by the Board to Chamber/s members who intends to propose a Special Resolution or Ordinary.

-if it is the elective year consider the adoption of the MOI and the election rules.

The AGM of IMPRA is strictly per invite and the President of IMPRA has a discretion of extending the invite to any relevant government Official(Representative),Business personnel for advisory purposes and or legendary Artist. A joint meeting of the newly elected Board of Chambers and the outgoing Board of Chambers shall be held at the AGM following the adjournment of the main business or at special meeting arranged for handover. Such a special meeting shall however be held before the new Board of Chambers take Office.

13. Meetings of the Performers' Chamber,

The Performers' Chamber shall meet at least twice in a year and at a location determined by the President of the Organisation in consultation with the Chairperson of the Performers Chamber.

14. Meetings of the Producers'Chamber,

The Producers' Chamber shall meet atleast twice in a year and at a location determined by the President of the Organisation I consultation with the Chairperson of the Producers' Chambers.

15. Joint meetings of the performers and Producers'Chamber,

The Joint meeting of Chambers shall meet once a year and at a location determined by the President of the Organisation and in consultation with the Chairpersons of the Chambers.

The Copyright Owners' Chamber Committee member/s shall be elected by the member organisation in good standing with IMPRA membership,At the end of its term of 5(five years),The Board of Directors may appoint interim members to a Chamber, The initial meeting will be called by the President of the Organisation, such a request of a seating at the Producers Chamber shall be done in writing, signed by the Chairperson of the particular member Organisation and the approval of such a request shall vest with the Board of Directors after satisfying itself with issues related to vetting of such an application.

Upon reasonable motivation from the Applicant(member Organisation),the Board of Directors of IMPRA shall confirm such appointments for the member(Applicant) to advise the CEO on behalf of the Board of Directors on matters relating to content development programmes and how IMPRA can maximise its content with USERS in the interest of its members.

The Performers Chamber Committee member/s shall be elected by the member organisation in good standing with IMPRA membership,At the end of its term of 5(five years), The Board of Directors may appoint interim members to a Chamber(Performers), The initial meeting will be called by the President of the Organisation, a request of such a seating at the Performers Chamber shall be done in writing, signed by the Chairperson of the particular member Organisation and the approval of such a request shall vest with the Board of Directors after satisfying itself with issues related to vetting of such an application.
Upon reasonable motivation from the Applicant(member Organisation),the Board of Directors of IMPRA shall confirm such appointments for the member(Applicant) to manage and administer such specialised functions relating to Copyright Owners.

In cases the Applicant does not belong to any of the member Organisation(non Organisation member) the Board of Directors of IMPRA shall reserve a right to approve such special Chamber applications with caution to allow such a member or members to participate in the Chambers meetings to to advise the CEO on behalf of the Board of Directors on matters relating to content development programmes and how IMPRA can maximise its content with USERS in the interest of its members.

Quorum:

More than fifty (50) percent of the members at any meeting of the Executive Committee shall constitute a quorum.

Voting:

At all meetings of the Executive Committee,Board meetings and Chamber meetings, each member present shall have one vote. Voting shall be determined by a show of hands, unless decided otherwise by the President or the Chairperson of that day at his own discretion or by a majority of two-thirds (2/3) of the members present at the meeting.

19. PART B, Board of Directors and the Executive Committe,

19.1 Formation.

The President of the Company in consultation with the Company Directors of IMPRA shall cause to form a Board of Directors of IMPRA in accordance with the laws of the Company's Act of Republic of South Africa which shall exist in its own right.

19.2 Duties of the Board of Directors.

The Board is responsible for the strategic intervention of the Company, approving governance policy documents of the Company, approving the Distribution Plans and budgets for the Company and paving a way to ensure the mission and the direction of the Company is maintained.

The authority of the Board of Directors to make rules for the Company, as contemplated in section 15 (3) to 15 (5) of the Act is not limited or restricted in any manner by this MOI. The Board of Directors may publish any rules made in terms of section 15(3) to 15(5) of the Act by delivering a copy of those rules to each Member by ordinary mail or by email;

The Company may publish any notice of the MOI or the Rules, made in terms of section 17(1) of the Act, by delivering a copy of those rules to each Full Member by ordinary mail or publishing on the website.

19.3 Composition.

The Executive Committee shall comprise of the President of the Organisation, one Director of the Company representing the Board of Directors, the CEO of the Company and the Senior Financial Officer of the Company. Lastly and optionally there may be one member representing the Chamber of Performers and or one member representing the Chamber of the Producers.

The CEO will be responsible for unearthing and establishing sub committees of the Administration Office to assist implanting the goals of the Company.

20. DUTIES

20.1 The Executive Committee shall:

- a) give the support to the President and the CEO to manage the affairs of the Organisation within the powers vested in it by the Constitution and the AGM;
- b) implement the action decided upon by the joint seating of the Chambers and the Board of Directors
- c) make recommendations to the Board of Directors for action;
- d) review and revise the annual budget whenever deemed necessary for submission to the Board of Directors for approval;
- e) shall set salaries ranges of staff and formulate necessary policies to regulate the terms and conditions of employment within the ambit of the law

20.2 TERMINATION

A presentation of the matter of vacating the Office shall be endorsed by the Board of Directors at all times,A member of the Board of Directors and a member of the Chambers shall vacate his/her office on the occurrence of any of the following:

- a) ceases to be a member of the Organisation;

b) resigns from his/her office by notice in writing to the Board of Directors or the Chamber of Performers or the Chamber of Producers;

- c) is absent from three consecutive meetings called by the President on behalf of the Organisation;
- d) is incapacitated due to ill health or injury rendering the set member unable to perform his/her duties,
- e) is sequestrated provisionally or finally, or surrenders his/her estate for the benefit of his/her;

f) is found by the Board of Directors to have breached the code of conduct of the Organisation,

g) At the end of the term of 5(five years) being in the Office.

20.3 REMUNERATION

Subject to limitations of the budget and approval by the Board of Trustees, the Board of Directors may set remuneration for its members.

The persons elected and appointed to the Performers' Chamber Committee and the Producers Chamber committee shall be entitled to be paid such reasonable remuneration for their services to the Chamber Committees, as may be approved by the Board of Directors, subject to limitations of the budget and approval by the Board of Trustees.

21. FUNDING OF THE COMPANY

Substantially the whole of the Company's funding must originate from Licence Fees collected by the Company.A payable Administration fee of no less than 20% of the license fees collected will assist in the funding of the Company.

The Trustees may also play a very critical role in fund raising for the Company and investing such revenues or undistributable monies for the benefit and sustainability of the Company.

The Company shall, in accordance with the provisions of sub-regulat ion 6(2) of Government Gazette Notice 28894 promulgated under the Copyright Act, maximise the economic exploitation of the rights of Members in the Repertoire, for the benefit of Members, by:

granting licences to users of the Repertoire, invoicing and recovering Licence Fees in connection with the Repertoire (in accordance with the tariffs in place in terms of the Copyright Act from time to time); and deducting such expenses from the administrative or royalty expenses incurred by the Company in connection with the recovery of the Licence Fees, determined by reference to:-

such deduction being done in accordance with an approved annual budget and the limitations, restrictions and requirements applicable in terms of the Copyright Act.

The CEO with the approval by the Board of Directors shall, each year before the commencement of each financial year of the Company, prepare a comprehensive budget ("Budget") setting out all revenues anticipated to be invoiced and collected in the forthcoming financial year together with all expenses anticipated to be incurred by the Company in connection with its affairs for the same period consequently, and the proposed surplus available for distribution in that financial year. The Budget shall be presented by the CEO to the Board of Directors prior to the commencement of the financial year to which it relates for approval by the Board.

If approved by the Board as aforesaid, the Budget shall form the basis upon which and the parameters in which the Company shall be required to be operated in that financial year subject to same being amended or varied from time to time on mutatis mutandis

The CEO in Consultation with the President of IMPRA may or shall take decisions or any step which may not have been approved of by the Board of Directors or by resolution beforehand as long as the decision works in the best interest of the Company and or members, which are not adequately catered for in the Budget.

22. DISTRIBUTION OF LICENCE FEES.

The CEO in consultation with the Distribution Committee prepares and submit the Distribution plan to the Board of Directors for approval from time to time, which shall set out the manner in which collected Licence Fees and all in vestment income received by the Company in respect thereof (collectively, "Proceeds") shall be distributed amongst Members ("the Distribution Plan"). The Board shall approve and CEO implements the Distribution Plan in accor dance with the Company Rules and shall amend, vary, update and alter the Company Rules from time to time provided always that the Distribution Plan complies with with the Regulator.

The Distribution Plan shall provide for the deduction of any administrative or other fees from Proceeds which shall be applied to Proceeds to provide net aggregate Proceeds that collected Net Proceeds shall be distributed equally between Performers in the Performers' Chamber (on the one hand) and Copyright Owners in the Copyright Owners' Chamber (on the other hand);

It is a condition of Membership, in both Chambers of the Company, that a Member agrees that collected Net Proceeds shall be distributed equally be tween Performers in the Performers' Chamber (on the one hand) and Copy right Owners in the Copyright Owners' Chamber (on the other hand), irrespective of any contractual agreement between any Performer and Copy right Owner, to the contrary.

In the event that there is a dispute between a Performer and a Copyright Owner relative to the existence and/or application of a contractual agreement between them, the dispute shall be referred to the Copyright Tribunal.

The distribution of Net Proceeds in terms of this MOI constitutes a distribu tion to the Companies Act insofar as such distributions constitute payments of amounts:-

by the Company to Members in terms of a bona fide agreement between the Company and the Member concerned;

in respect of rights that the Member has which are being administered by the Company in order to advance the stated object of the Company;

and

in respect of a legal obligation which is binding on the Company.

23. Rules of the Company.

The Company will, by Special Resolution, adopt Company Rules to govern matters relating to the Company's objectives which must include but shall not be limited to collection of Licence Fees. The Company Rules shall be lodged and filed in the manner prescribed by the Companies Act, with the Companies and Intellectual Property Commission.

Each Chamber shall acknowledge such Rules to govern those matters rele vant to each such Chamber which must include, but shall not be limited to, rules relating to application, registration, disqualification, termination and cancellation of membership of the Chamber as well as the distribution rules applicable to such Chamber. Each set of rules adopted by each Chamber constitute Rules adopted by the Company upon their adoption of the Chamber as an Ordinary Resolution.

24. ENQUIRY BOARD

All enquiries, investigations and adjudication into and upon breaches or contraventions of this MOI or the Company Rules or code by any person must be conducted by the President of the Company in support by the board of Trustees.

25. FINANCES

25.1 FINANCIAL YEAR

The Organisation's financial year shall be from the 1st of April to 31st March provided that the financial year shall be changed automatically to comply with any statutory requirements that may be contained in future legislation or on the decisions of the AGM.

26. ASSETS

All the assets, funds and property of the Organization shall be held and / or registered in the name of the Company and shall be administered by the Board of Trustees and the President of the Company, with the inclusion of all of assets, funds and properties registered by the Trust

The Company Administrators shall keep a record of everything it owns.

27. MEMBERS LIABILITIES

No member of the Organization shall have any right to the assets of the Company and the liability of the members shall be limited to the membership fees due by the member to the Organisation, if any, from time to time.

27.1 USE OF FUNDS AND MOVABLE ASSETS

The Board of Trustees shall from time to time and as often as may be desirable award, lend, or otherwise disburse so much of the income of the Company as the Board of Trustees may decide, in order to achieve all or any of the objectives of the Organisation.

All profits or gains will be utilised solely for investment or for the objectives for which it was established. No portion of the assets or income of the Company shall accrue for the benefit of the member of the Board of Chambers, save for the purpose of reimbursement of moneys reasonably expended for the benefit of the Organisation.

28. BOOKKEEPING

The cashbook, ledger and other bookkeeping records of the organization shall be maintained by the Financial Officer under supervision of the CEO and or President of the Company.

29. REPORTS AND BUDGET

The Chief Financial Officer shall prepare an annual financial statements and balance sheets and circulate them to Board of Directors through the President.

Budget.

The procedure for presentation of the budget shall be as follows:

a) The CEO shall submit a proposed two years budget to the Board of Directors at its meeting prior to the AGM, for its approval.

b) The proposed budget shall then be presented to the Board of Trustees for the purpose of availing funds.

c) The CEO and the President shall revise and present the mid-term budget (of the second year of term of Board of Directors) to the Board of Directors for its approval.

30. INSURANCE

1. All property, equipment and stocks of any level of the Company and/or any property and equipment entrusted to such level shall be insured to its full replacement value. Such insurance being the responsibility of the Executive Committee.

2. Subject to budgetary constraints, the Executive Committee shall also be responsible for procuring of Public and Contingent Liability Insurance each year.

31. PROFESSIONAL SERVICE

Members can only be paid for professional services where such service:

a. is not part of their existing portfolio.

b. does not cost more than the current market rate.

c. is approved by the Executive Committee, as the case may be, of the relevant level of the Organisation, before the service is provided.

32. ADMINISTRATIVE OFFICE

LOCATION OF OFFICES

The administrative offices of the Organization shall be in South Africa or any such place, as the Board of Directors shall determine from time to time.

33. COMMUNICATIONS

LANGUAGE

English shall be the main language of correspondence and shall be used to maintain the basic records of the Associations.

MEDIA

1. Communication with the media shall be the responsibility of the President
2. Any media communication shall be in writing and pre-approved by the President before being sent to the relevant media for publication.

INDEMNITY

MEMBERS AND PERSONNEL INDEMNITY

The members of the Organization and any of its employees are indemnified and held harmless in respect of any loss sustained by the Company as a result of any act of bona fide performed or authorised by them in the course of their activities or the performances of the duties on behalf of the Organisation.

34. CONSTITUTION AND POLICIES

WAIVER:

Articles and By laws of this Constitution may be waived by an unanimous vote of members at the Annual General Meeting provided that four-fifths (4/5) of the total voting strength in attendance participate in the vote. The Board of Directors,The Trustees have been granted an authority to change with an eye to amend the Constitution in the best interest of the Company however the AGM must also acknowledge the changes and adopt accordingly.

POLICIES

1. In a case of conflict between the policies of the Company and this Constitution, the provision of this Constitution shall take precedence.
2. Any structure of the Organization may propose a policy relevant to its operation. Such Policy shall be approved by a majority vote at the Board of Trustees meeting and shall become a schedule to this Constitution. The policy will become effective upon approval

by the Board of Directors.

INTERPRETATION

The provision of this Constitution shall be binding on all members and in case of any doubt as to the interpretation thereof, the interpretation of the Board of Directors shall be binding on all members and branches until such time as the interpretation is ratified or rejected by the AGM or Special General Meeting.

AMENDMENTS OF THE CONSTITUTION.

ARTICLES AND BYLAWS:

Sections of the constitution may be amended by a two-thirds (2/3) vote of the voting member present at the AGM, provided that written notice of the proposed amendment is given to Chamber members (21) days prior to the AGM.

EFFECTIVE DATE:

This Constitution shall take effect immediately on approval by a two-thirds (2/3) majority of Chamber members at the AGM or the Special General Meeting. Any amendments will take effect on the 1st of January of the second year following the AGM or Special General Meeting at which they have been voted upon

DISSOLUTION

PROCEDURE

1. The Organization may be dissolved by the 2/3 majority of the members present and voting at the AGM or Special General Meeting convened for the purpose of considering such a matter and provided that:

   a. notice of motion to dissolve the Organization has been given in writing at least 21 days before the meeting at which it is discussed.

   b. such notice of motion has been circulated to each member of the Chambers so as to reach them at least 15 days before the meeting at which it is to be discussed;

   c. a resolution to dissolve the Organization must be passed by a two-thirds majority of the votes of Chamber members and Board of Directors present in person

   d. the resolution for the dissolution of the assets provide for;

e. the appointment of a liquidator;

f. the devolution of the assets of the Organization after payment of all debts upon or a named Organisation(s), Agency(ies), Association(s) or Institution(s) in the Republic of South Africa which has/have similar aims and objectives to that of the Association and which are them selves free of donations and income tax.

This constitution was approved and accepted by Chamber members on behalf of members of IMPRA,

At the Annual General Meeting at Johannesburg on 14th August 2018

Moses Boitumelo Dodo Monamodi

President of IMPRA

Mandla Maseko

Director

Witnessed by ....

Policy Manual CHAPTER .1 CODE OF CONDUCT

POLICY .1.1 CONDUCT OF OFFICERS AND PERSONEL

1. ETHICAL CONDUCT: The Board of Directors, Chamber members, appointees and employees of IMPRA are expected to adhere to high standards of ethical conduct. Although it is impossible to describe all conduct that is addressed, this policy specifically requires the following:

- a) Show unfailing interest in, and commitment to, the objectives and affairs of the Organisation, and attend all meetings required at;
- b) Recognition that the chief function of IMPRA at all times is to serve the best interests of our membership;
- c) The responsible and prudent management of IMPRA's funds and assets;
- d) Full, fair accurate and timely disclosure of relevant facts in all reports and documents dealing with matters of program service, governance and business administration;
- e) Compliance with all applicable governmental laws, rules and regulations
- f) Treatment of all persons with respect, equity and fairness
- g) Respect and protection of confidential and/or privileged information to which we have access to throughout the course of our duties
- h) Prompt internal reporting of code violations to an appropriate person or persons within the organization
- i) Personal accountability for adherence to this Code of Conduct
- j) Recognise that failure to adhere to the Code of Conduct by a member or a Chamber member, failure to implement or execute reasonable requests and instructions of the Trustees shall be guilty of misconduct, and acting in a manner that would bring the Organization into disrepute may lead to suspension or termination of his or her membership as provided in the provisions of the Constitution.