

The National Early Learning and Development Programme Support Fund during COVID-19 in the Republic of the South Africa

FOUNDING DOCUMENT

CONTENTS

PREAMBLE	1
1. INTRODUCTION	2
2. DEFINITIONS	2
3. PURPOSE OF THE ECD-SUPPORT-FUND	3
4. ADMINISTRATION OF THE ECD-SUPPORT-FUND	3
5. CRITERIA FOR ELIGIBILITY	3
6. DISBURSEMENT TERMS AND CONDITIONS	4
7. BENEFICIARIES	6
8. CONTRIBUTIONS TO THE ECD- SUPPORT-FUND	6
9. INDEPENDENT OVERSIGHT COMMITTEE	7
10. APPLICATION PROCEDURES	11
11. PROCEDURES FOR THE ALLOCATION AND DISBURSEMENT OF FUNDS	12
12. COMMUNICATION	12
13. SUPPORT AND VOLUNTEERING	12
14. DISBANDMENT	13
15. AMENDMENTS	14
16. ADDENDUMS	14

PREAMBLE

Recalling that the *National Development Plan: Vision 2030* asserts that the country needs to make early childhood development a top priority among the measures to improve the quality of education and long-term prospects of future generations,

Emphasising that the right to early learning and development opportunities are safeguarded as a right in the *Constitution of the Republic of South Africa, 1996*, and international treaties ratified by the country,

Recalling that *Children’s Act 38 of 2005*, the *National Integrated Early Childhood Development Policy (2015)* and other legislative and policy provision provides for policy and implementation imperatives for the implementation of early childhood development programmes,

Recognizing that the early childhood development sector in country is diverse in terms of geography, service delivery models and resources,

Reaffirming that the quality early learning and development programmes forms the bedrock of the country’s national development plan’s goals and the implementation of the goals associated with the Africa Union’s *Agenda 2063: The Africa We Want* and the Global Sustainable Development Goals (*Transforming our World: The 2030 Agenda for Sustainable Development*),

Appreciating the central role of early childhood development practitioners and educators, together with other supporting workforce members, in the provision of quality early learning and development opportunities from birth to school-going age through curriculum embedded play-based learning activities,

Affirming that quality early learning and development opportunities from birth by parents, caregivers and through early childhood development programmes is an inherent right of every child, while it also lay an important foundation for children’s continued success during school and later in life,

Acknowledging the important role that network organisations and affiliations, government departments, government entities and agencies, municipalities/metros, the donor community, the business, corporate and private sector, academia, training providers and communities play in supporting and sustaining the provision of early childhood development programmes, particularly to those most vulnerable and in need,

Expressing its deep concern about the impact of the necessary measures in relation to the management of the COVID-19 pandemic on the rights of children from birth to school-going age, in particular their right to quality early learning and development, on parents of young children, on the early learning and development workforce, on the sustainability of the early childhood development system and on the long term prosperity of our nation,

Stressing that a collective effort by all concerned parties is needed to prioritise and provide temporary bridging support to not-for-profit early childhood development programmes that have been affected adversely by the measures associated with the management of the COVID-19 pandemic,

Encouraging all relevant stakeholders to collaborate in the interest of our country’s youngest citizens in addressing their rights today and to continue to invest in their future, the prosperity of the nation and the world, and therefore

Establishes the *National Early Learning and Development Programme Support Fund during COVID-19 in the Republic of the South Africa* subject to the following terms and procedures:

1. INTRODUCTION

1.1 The *National Early Learning and Development Programme Support Fund during COVID-19 in the Republic of the South Africa* (the *ECD-support-fund*) is established under the auspices of the *National Early Childhood Development Alliance* (NECDA) (NPO 043-894; PBO 930018365), a membership body of early childhood development NPO’s and sector experts, and will be managed independently by a special *Independent Oversight Committee* established in terms of clause 9.

2. DEFINITIONS

The following definitions are applicable in the interpretation of concepts in this document:

‘*applicant*’ means an organisation applying for support from the *ECD-support-fund* that meets the criteria as set out in clause 5.

‘*beneficiaries*’ means those applicants who benefit from the fund after a successful application;

‘*business*’, in terms of clause 9.2.3.1, means any entity engaged in commercial, industrial, or professional activities that directs part of its corporate social responsibility, either in cash or in kind, to the benefit of the development, implementation and sustaining of early childhood development programmes, and shall include what is known as the corporate sector and private sector;

‘*donor*’, in terms of clause 9.2.2.2, means any entity that is set up with a primary purpose to disburse funds that it may receive from a single source or multiple sources, in support of the development, implementation and sustaining of early childhood development programmes in South Africa.

‘*ECD programme*’ means, with due consideration to the National Integrated Early Childhood Development Policy (2015), a registered early childhood development programme providing *early learning and development opportunities* for children from birth to 6 years, who are not attending a

Grade R, Grade 1 or Grade 2 class, and includes an early childhood development centre, playgroup or similar programme and operates on a not-for-profit basis;

'for-profit programme' means any programme that cannot be classified as an NPO and/or operates on general commercial principles. These include any provider that operates an ECD programme as a business or for the purpose of profit making, as part of its operations.

'Independent Oversight Committee' means the committee established in terms of clause 9;

'international organisation' means an organisation that provides a combination of technical, financial or similar support to the advancement of early childhood development in South Africa but has its headquarters outside of the borders of the country.

'not-for-profit programme' means an early childhood development programme that is registered as an NPO under the Non-Profit Organisations Act 71 of 1997.

'registration' means the legal requirement for an early childhood development programme to be registered or conditionally registered as specified in sections 97 and 98 of the Children's Act 38 of 2005.

3. PURPOSE OF THE ECD-SUPPORT-FUND

- 3.1 The purpose of the *ECD-support-fund* is to receive funds from individuals, donors, organisations, corporate companies, private family foundations and other entities for the purpose of providing bridging support through cash disbursements to not-for-profit early childhood development programmes that have been affected by the measures in relation to the management of the COVID-19 pandemic and meet the criteria as set out in clause 5.

4. ADMINISTRATION OF THE ECD-SUPPORT-FUND

- 4.1 The *ECD-support-fund* shall fall under the auspices of NECDA Management Board, subject to specific pre-determined conditions, and administered and managed independently by a special *Independent Oversight Committee* established in terms of clause 9.
- 4.2 NECDA shall levy zero administrative fees for a period of three (3) months after the establishment of the *ECD-support-fund* so as to ensure that funding is allocated directly to the beneficiaries. Hereafter, subject to a review and approval of the *Independent Oversight Committee*, a maximum of 2% per disbursement may be approved to be levied by NECDA to cover the costs directly associated with the management of this fund.
- 4.3 The *ECD-support-fund* shall be subject to an independent audit at the end of the financial year or within three months after it has disbursed all available funding or, if it is the case, the disbandment of the *Independent Oversight Committee* in accordance with clause 14, and this report must be made available to all contributors, beneficiaries and the general public. The *Independent Oversight Committee* must ensure that it retains sufficient funds to cover the cost of such an audit.

5. CRITERIA FOR ELIGIBILITY

- 5.1 The criteria for eligibility set out in this clause is based on general legal requirements in line with the laws and regulations governing the implementation of early childhood development programmes and operations on a not-for-profit basis in the Republic of South Africa.
- 5.2 Early childhood development programmes that meet the following criteria may apply for temporary assistance from the *ECD-support-fund*:

- 5.2.1 *Criteria 1:* An early childhood development programme that has been registered or conditionally registered in terms of in sections 97 and 98 of the Children’s Act 38 of 2005 for a period of twelve months or more.
- 5.2.2 *Criteria 2:* An early childhood development programme that operates on not-for-profit principles and is registered as an NPO under the Non-Profit Organisations Act 71 of 1997 and/or a Public Benefit Organisation (PBO), if it meets the requirements of the Income Tax Act 58 of 1962.
- 5.2.3 *Criteria 3:* An early childhood development programme that meets the criteria set out in clauses 5.2.1 and 5.2.2 and does not receive continued funding from a government department will receive first priority. However, early childhood development programmes that do receive funding from a government department will not be excluded from accessing available funding, but a different allocation criterion will apply that is fair and just.
- 5.2.4 *Criteria 4:* An early childhood development programme that meets the criteria set out in clauses 5.2.1, 5.2.2 and 5.2.3 may apply, whether they are an affiliate to NECDA or a member organisation of NECDA or not, and all applications will be treated equally irrespective of an applicant’s affiliation.
- 5.2.5 *Criteria 5:* Organisations that provide direct support to early childhood development programmes, whether through training, mentoring or similar, and operates as a not-for-profit organisation, may also be considered, provided that not more than 20% of total funding available through the *ECD-support-fund*, is allocated to such an organisation.

6. DISBURSEMENT TERMS AND CONDITIONS

- 6.1 All disbursements will be based on predetermined terms and conditions set by the *Independent Oversight Committee* and published as *Addendum A* to this *Founding Document*.
- 6.2 The terms and conditions set out in *Addendum A* shall give due consideration to the following:
 - 6.2.1 General terms and conditions:
 - 6.2.1.1 Disbursements shall be based on the actual funds available, excluding pledges, in the *ECD-support-fund*.
 - 6.2.1.2 The first disbursement of funds to qualifying beneficiaries shall be made within 30 calendar days of constituting the *Independent Oversight Committee*, provided that sufficient funds are available for such disbursement in a just and fair manner at that time.
 - 6.2.1.3 Disbursements shall be prioritised on consideration of risks, current liquidity, sustainability, other income that the applicant has, time of application, amongst others.
 - 6.2.1.4 Due consideration of the geography of the country.
 - 6.2.1.5 Funding will only be disbursed for a *maximum* period of three (3) calendar months per successful applicant.
 - 6.2.1.6 The manner in which a beneficiary shall account for the funding received.
 - 6.2.1.7 Any other reasonable condition that may be determined through consensus by the *Independent Oversight Committee*.

- 6.2.2 Eligibility terms and conditions:
 - 6.2.2.1 An applicant that is an early childhood development programme must have been registered or conditionally registered in terms of in sections 97 and 98 of the Children's Act 38 of 2005 for a period of twelve (12) months or more.
 - 6.2.2.2 An applicant that is an organisation that provides direct support to early childhood development programmes as provided for in clause 5.2.5 (*criteria 5*) must provide a proven record of the type and nature of direct support or services that are provided to early childhood development programmes.
 - 6.2.2.3 An applicant must be registered as a non-profit organisation under the Non-Profit Organisations Act 71 of 1997 and/or a Public Benefit Organisation (PBO), if it meets the requirements of the Income Tax Act of 1962.
 - 6.2.2.4 Section 93(4) of the Children's Act 38 of 2005.
 - 6.2.2.5 An applicant needs to provide proof that all staff are registered for UIF, or if not, provide a written undertaking to register all current staff within six (6) weeks as a condition of receiving financial support from the *ECD-support-fund*.
 - 6.2.3 Areas that will be considered for support:
 - 6.2.3.1 Salaries (partial or in full) of early childhood development practitioners/educators and support staff based on a national norm of a salary scale as determined by the *Independent Oversight Committee* so as to ensure equity in distribution.
 - 6.2.3.2 Operational costs directly related to the implementation of the early childhood development programme, based on a percentage of the average expenditure for the period 1 October 2019 to 31 March 2020, subject to the submission of proof, and provided that no exemption for the payment of such operational costs was received. Operational costs include only the following:
 - (a) municipal rates and taxes.
 - (b) rent, if the programme operates from a fixed structure that was not owned, provided that exemption was not given and/or there is a risk of eviction from the property.
 - 6.2.3.3 Costs directly related to the printing of materials to distribute to parents of young children that were registered to attend the early childhood development programme, to maximum amount per child as determined by the *Independent Oversight Committee*.
 - 6.2.4 Early childhood development programmes that continue to receive a subsidy and/or funding from a government department, including a local municipality, during the COVID-19 pandemic will be considered, provided that funding is available, which will be determined at a maximum of 40% of an allocation that would have been made towards a similar early childhood development programme that does not receive funding from government.
 - 6.2.5 The *Independent Oversight Committee* retains the right to further prioritise the areas of support as identified in clause 6.2.3.
- 6.3 The *ECD-support-fund* shall not cover the following expenses as other measures are available as part of the national COVID-19 response:
- 6.3.1 Food parcels or similar distributed to families and children.

- 6.3.2 Costs related to data.
- 6.3.3 Any funding related to the payment of loans, debt or similar.

6.4 Any decision by the *Independent Oversight Committee* whether to allocate funding or not, subject to the provisions of this clause and/or published as contemplated in clause 6.1 in *Addendum A*, shall be final.

7. BENEFICIARIES

7.1 Subject to the criteria set out in clause 5, and the terms and conditions determined in clause 6, the following entities will be the beneficiaries of the *ECD-support-fund*:

- 7.1.1 Any registered early childhood development programme.
- 7.1.2 An organisation that provides direct support to early childhood development programmes as provided for in clause 5.2.5 (*criteria 5*).
- 7.1.3 Any NPO that has registered early childhood development programmes affiliated to it may apply on behalf of these early childhood development programmes provided that:
 - 7.1.3.1 A separate application is submitted for each registered early childhood development programme.
 - 7.1.3.2 Information is provided on how it will safeguard and ensure that the early childhood development programme receives the funding.
 - 7.1.3.3 the NPO does not charge or require any administrative fee or any other fee to disburse the funding to the early childhood development programmes on whose behalf it has applied.

7.2 Notwithstanding any of the provisions, criteria, terms and conditions set out in this Founding Document, the following will not be eligible to apply or be considered for any financial support through the *ECD-support-fund*:

- 7.2.1 Individuals.
- 7.2.2 Associations, groupings, forums, networks or similar.

7.3 The *Independent Oversight Committee* will not engage in any correspondence or debate regarding the criteria as well as terms and conditions as set out in clauses 5, 6, 10 and 11.

8. CONTRIBUTIONS TO THE ECD- SUPPORT-FUND

8.1 Contributions to the *ECD-support-fund* are voluntary and include, though not limited to, the following potential contributors:

- 8.1.1 Individuals.
- 8.1.2 Donors and philanthropic organisations.
- 8.1.3 Corporate companies, business and private sector.
- 8.1.4 Trusts, foundations, private family foundations or similar.
- 8.1.5 Government (national, provincial and local).
- 8.1.6 State entities and agencies.
- 8.1.7 Local and international development partners.

- 8.1.8 Civil society organisations, academic institutions, professional associations, statutory bodies or similar.
- 8.1.9 Any other entity or group that operates within the laws of the country.
- 8.2 Standard conditions associated with contributions:
 - 8.2.1 All contributions will be managed and allocated in terms of the conditions set out in this *Founding Document*, and no additional conditions may be required by any contributor.
 - 8.2.2 Every contribution will be publicly acknowledged on a monthly basis, unless a contributor prefers to remain anonymous, in which case the contribution will be published under “anonymous contributions”.
 - 8.2.3 Every contributor will receive a written acknowledgement/receipt of a contribution within 30 days of that contribution.
 - 8.2.4 Contributors will receive a list of all beneficiaries that are funded collectively through the *ECD-support-fund* in the form a monthly report to the sector.
- 8.3 No individual, groups of individuals or organisation may raise funds from the public for the *ECD-support-fund* without the explicit written permission of the *Independent Oversight Committee* and under such conditions that the Committee may set within the parameters of South African law.
- 8.4 Notwithstanding clause 8.3, anyone is permitted to create awareness on the existence and purpose of the *ECD-support-fund* and encourage any individual or entity to contribute to the *ECD-support-fund*.
- 8.5 The *ECD-support-fund* shall use a single bank account and the details related to the bank account and deposits will be communicated publicly.
- 8.6 Subject to the provisions of clauses 4.2 and 4.3, all the financial contributions received towards the *ECD-support-fund* will be utilised for the direct benefit of the beneficiaries.
- 8.7 The *Independent Oversight Committee* retains the right to decline any financial contribution should there be reasonable evidence that such financial contribution originates from any source or activity that is illegal.

9. INDEPENDENT OVERSIGHT COMMITTEE

- 9.1 An *Independent Oversight Committee* shall be established in terms of clause 9.2 to be responsible for the following:
 - 9.1.1 Set out the Committee’s operational principles and procedures based on the criteria and provisions set out in this *Founding Document* and append it as *Addendum B*.
 - 9.1.2 Determine in accordance with clause 6.1 the terms and conditions for the disbursements of funds from the *ECD-support-fund* and append it as *Addendum A* to the *Founding Document*.
 - 9.1.3 Ensure that each application is considered in a fair, unbiased and just manner.
 - 9.1.4 Determine the minimum amount to be disbursed to any applicant that will ensure that its sustainability is viable.
 - 9.1.5 Review and amend the application procedures in accordance with clause 10 and append it as *Addendum E* to the *Founding Document*.

- 9.1.6 Determine in accordance with clause 11 the procedures for the allocation and disbursement of funds and append it as *Addendum F* to the *Founding Document*.
- 9.1.7 Allocations are done responsibly, ethically and transparently.
- 9.1.8 Notwithstanding operating under the auspices of NECDA Management Board, the *Independent Oversight Committee* shall be independent from any influence by NECDA members and management board, or donors to the *ECD-support-fund*, or any other entity.
- 9.1.9 Ensure that all administrative and legal requirements are met.
- 9.2 The *Independent Oversight Committee* shall consist of a minimum of fifteen (15) members who will volunteer their time and expertise free of charge (*pro bono*) to serve for a term not exceeding twelve (12) months and shall be constituted as follows:
 - 9.2.1 Representatives nominated by NECDA:
 - 9.2.1.1 One (1) representative nominated by the NECDA membership representing the organisational membership to represent NECDA and not his or her individual organisation.
 - 9.2.1.2 One (1) *ex officio* representative designated from the NECDA Management Board to represent the NECDA Management Board.
 - 9.2.2 Representatives nominated by the following stakeholders:
 - 9.2.2.1 One representative designated from the *South African Congress for Early Childhood Development*.
 - 9.2.2.2 Three (3) representatives representing the early childhood development donor community that already make contributions to the funding of early childhood development programmes nominated in terms of *Addendum C*.
 - 9.2.3 Representatives nominated *by invitation* by the *NECDA Management Board* and *South African Congress for Early Childhood Development* in terms of *Addendum C*:
 - 9.2.3.1 Two (2) representatives from South African based business or corporates that already contribute to the funding of early childhood development programmes.
 - 9.2.3.2 One (1) representative from the National Department of Social Development
 - 9.2.3.3 One (1) representative from the Department of Basic Education.
 - 9.2.3.4 Three (3) *independent individuals* with extensive knowledge and experience of the early childhood development sector in South Africa (with no immediate or direct affiliation as an organisation or membership of NECDA or that may benefit as a beneficiary).
 - 9.2.3.5 Two (2) representatives knowledgeable in the field of early childhood development from *international organisations* operating in South Africa in support of early childhood development.
 - 9.2.4 No representative other than those indicated in clauses 9.2.1 and 9.2.3.1 shall be an individual member or affiliated as an organisational member of either NECDA or the *South African Congress for Early Childhood Development* so as to facilitate the principle of impartiality for the *Independent Oversight Committee*.

- 9.2.5 The *Independent Oversight Committee* may, subject to agreement by consensus, co-opt at any time, a maximum of two additional members who have such expertise or experience that the Committee determines to be necessary for its work, provided that such co-opted members serve pro bono and adhere to the same terms and conditions of all other serving Committee members.
- 9.3 The *Independent Oversight Committee* shall be established within seven working days as follows, subject to the guidelines provided in *Addendum C*:
- 9.3.1 The NECDA Management Board shall be responsible for:
- 9.3.1.1 Facilitating the nomination of a representative from NECDA as contemplated in clause 9.2.1.1.
- 9.3.1.2 The designation of a representative representing the NECDA Management Board as contemplated in clause 9.2.1.2.
- 9.3.1.3 Requesting the *South African Congress for Early Childhood Development* designate its representative as contemplated in clause 9.2.2.1.
- 9.3.1.4 Request nominations for representatives as contemplated in clause 9.2.2.2 in writing from all known *bona fide* national donors for early childhood development in the country, with the requirements that any nomination for a representative in terms of clause 9.2.2.2 must be made by a third party (not directly by the nominee).
- 9.3.2 The representatives of the *NECDA Management Board* and the *South African Congress for Early Childhood Development* shall agree on the nominations for representatives in terms of clause 9.2.3 and invite such representatives in writing under the joint signature of the *NECDA Management Board* and the *South African Congress for Early Childhood Development*, subject to the guidance provided in *Addendum C*.
- 9.4 Every nomination and/or appointment to the *Independent Oversight Committee* shall be accompanied by the following:
- 9.4.1 A motivation for the member to serve on the *Independent Oversight Committee*.
- 9.4.2 Full curriculum vitae (CV) of each representative together with a profile of the entity he or she represents.
- 9.4.3 A written undertaking by the nominee that he or she has no conflict of interest, understands the terms and conditions related to the *ECD-support-fund* as set out in the *Founding Document* and will serve on the Committee *pro bono* and without any expectation of remuneration and/or payment of costs associated to his or her participation in the work of the Committee.
- 9.4.4 Each representative serving on the *Independent Oversight Committee* is required to sign a written undertaking as prescribed in *Addendum D*.
- 9.5 Verification of the appointment of the members to the *Independent Oversight Committee*:
- 9.5.1 The *NECDA Management Board* shall, through a Board resolution, within three (3) days after all the members to the Committee have been nominated verify their appointment to the Committee, subject to clause 9.6, by confirming that the processes, procedures and conditions as set out in the *Founding Document* and *Addendum C* were followed.

- 9.5.2 The verification in terms of clause 9.5.1 excludes any requirement to dispute or counter any organisation or individual that has been duly nominated and will serve on the *Independent Oversight Committee*.
- 9.5.3 The NECDA Management Board shall publish the names of the persons to serve on the *Independent Oversight Committee* on its communication platforms, and, if it deems necessary, issue a media statement in this regard. Provided that all members to serve on the *Independent Oversight Committee* have been informed and confirmed.
- 9.6 The *Independent Oversight Committee* must, before it concludes its first meeting, affirm its independence in terms of its mandate and the Committee may rectify any anomaly that places its intended independence at risk through a two-thirds majority vote.
- 9.7 Constituting the *Independent Oversight Committee*:
- 9.7.1 The effective date of constituting the Committee shall be the date of its first meeting.
- 9.7.2 The *Independent Oversight Committee* shall be constituted within 10 working days after verification in terms of clause 9.5 as follows:
- 9.7.2.1 The first meeting of the *Independent Oversight Committee's* shall be called by the Chairperson of the NECDA Management Board with a proposed agenda on a date and time that will allow maximum attendance.
- 9.7.2.2 The first item of business during the first meeting shall be the election of the following office bearers, through open nomination and election, that shall be facilitated by the Chairperson of the NECDA Management Board supported by the representative of the *South African Congress for Early Childhood Development*.
- (a) Chairperson and a Deputy Chairperson from the representatives, other than representatives in terms of clauses 9.2.1, 9.2.2, 9.2.3.2 and 9.2.3.3, and provided that the Chairperson and Deputy Chairperson do not represent the same stakeholder group.
- (b) Secretary
- (c) Treasurer
- 9.7.2.3 Upon the conclusion of the elections in terms of clause 9.7.2.4 the elected office bearers shall immediately assume their duties and proceed with the first meeting by confirming or adjusting the proposed agenda and attending to the business of the meeting.
- 9.8 The following procedural principles shall apply for all meetings of the *Independent Oversight Committee*:
- 9.8.1 Notice of a meeting shall be received at least 5 working days before the date of a meeting.
- 9.8.2 A meeting of the *Independent Oversight Committee* shall quorate when a simple majority of members are present (50% +1).
- 9.8.3 The *Independent Oversight Committee* may not delegate its responsibilities to any sub-committee, including an 'executive committee'.

9.9 Any member of the *Independent Oversight Committee* may resign from the committee, subject to a two-week written notice, and that vacancy shall be filled as set out in the provisions of clauses 9.2, 9.3 and 9.4 by the Committee (not the NECDA Management Board).

10. APPLICATION PROCEDURES

10.1 The procedures to apply for support from the *ECD-support-fund* are set out in *Addendum E*.

10.2 The procedures set out in *Addendum E* must first be approved by the *Independent Oversight Committee* no later than 5 working days after it has its first meeting, provided that the Committee may amend the procedures in *Addendum E*.

10.3 Where possible and feasible, it is recommended for administrative reasons that early childhood development programmes apply through their respective affiliate network organisations to the *ECD-support-fund*, provided that no early childhood development programme, whether affiliated or not, be treated differently upon application, and be considered in an equally fair, just and unbiased manner.

10.4 The approved procedures contemplated in clause 10.2 shall be published electronically within 2 working days after approval.

10.5 Notwithstanding clauses 10.1 to 10.2, all applications shall:

10.5.1 Be made in writing in a format as prescribed.

10.5.2 Include the following in relation to each early childhood development programme:

10.5.2.1 Full name as registered

10.5.2.2 Physical address

10.5.2.3 Contact telephone numbers

10.5.2.4 If available, email address.

10.5.2.5 Registration certificate issued in terms of sections 97 and 98 for the Children's Act 38 of 2005.

10.5.2.6 NPO Registration number issued in terms of the Non-Profit Organisations Act 71 of 1997.

10.5.2.7 Where applicable, PBO registration number issued in terms of the Income Tax Act of 1962.

10.5.2.8 Latest annual audited financial statements or certified financial statement, not older than the 2018/19 statements.

10.5.2.9 If the early childhood development programme received funding from a government department, a copy of the Service Level Agreement.

10.5.2.10 Up to date list of management board members with their full names and surnames, ID numbers, designations and telephone numbers.

10.5.2.11 List of all staff members indicating the following for each staff member:

(a) Full names and surname

(b) Gender

(c) ID number

(d) Designation

(e) Full-time or part-time

(f) Gross monthly salary (proof may be requested)

(g) Period employed with the early childhood development programme

10.5.2.12 Affiliations with network organisations

10.5.2.13 List of current donors and amounts pledged/already given for 2019

10.5.2.14 Reserves generated to date and the policy for using these reserves

11. PROCEDURES FOR THE ALLOCATION AND DISBURSEMENT OF FUNDS

11.1 The procedures for the allocation and disbursement of funds from the *ECD-support-fund* shall be determined and approved by the *Independent Oversight Committee* at its first meeting and published as *Addendum F*.

11.2 The approved procedures (*Addendum F*) shall be published electronically within 5 working days after approval.

12. COMMUNICATION

12.1 All communication regarding the purpose and administration of the *ECD-support-fund* shall be transparent, unbiased, truthful and ethical.

12.2 Any ECD or other network organisation may, independently or at the request of the *Independent Oversight Committee*, distribute communication, including calls for donations and applications, regarding the *ECD-support-fund* via any legal means of communications at no costs to the *ECD-support-fund*.

12.3 All official web-based communication directly related to the *ECD-support-fund* and the work of the *Independent Oversight Committee* shall be through the NECDA website with a clear separation from the general content related to NECDA.

12.4 Any communication to the media, stakeholders, funders or any other party prior to the establishment of the *Independent Oversight Committee* will be responsibility of the Chairperson of NECDA Management Board as designated patron in collaboration with the CEO of the South African Congress for Early Childhood Development.

12.5 After the establishment of the *Independent Oversight Committee* and the election of office bearers during its first meeting:

12.5.1 The Chairperson and Deputy Chairperson shall be the official spokespersons on any matter related to the *ECD-support-fund*, subject to any procedures that the *Independent Oversight Committee* may establish in this regard.

12.5.2 No other member of the *Independent Oversight Committee* or any other person may speak on behalf of or with regard to any matter directly related to the *ECD-support-fund*, unless directed as such by the Committee.

12.6 The *Independent Oversight Committee* may designate one or more members to take collective responsibility in providing advice and support on all matters related to communication.

13. SUPPORT AND VOLUNTEERING

13.1 The *Independent Oversight Committee* functions independently and its members provide their time, expertise and services *pro bono* for the full period of serving on the Committee.

13.2 The *Independent Oversight Committee* may call on and utilise volunteers who are not members of the Committee to assist with identified functions in the administration of the *ECD-support-fund* on a part-time or fulltime basis, provided that:

13.2.1 No person who volunteers his or her service receives any stipend, salary or remuneration.

13.2.2 Every volunteer shall enter into a written agreement with the *Independent Oversight Committee* that spells out all responsibilities, conditions and related matters, before he or she commences any voluntary duties.

13.3 The *Independent Oversight Committee* shall establish clear procedures and protocols in respect of the utilisation, functions and appointment of volunteers before any volunteer is appointed in terms of clause 13.2.

14. DISBANDMENT

14.1 The *Independent Oversight Committee* shall perform its responsibilities and activities outlined in the Founding Document and the date of the first meeting shall be deemed to be the effective date of the Committee and the responsibilities of the Committee will end on the date that the Committee is disbanded in accordance with clause 14.2.

14.2 The *date of disbandment* of the *Independent Oversight Committee* shall be deemed to be three months after the following conditions have been met:

14.2.1 The mandate as set out in the clauses of this document and any addendum thereto has been executed.

14.2.2 The balance of its financial accounts show that at least ninety eight percent of all funding received have been disbursed and the income trend shows that the generation of further income directly related to its purpose as set out in clause has come to an end and/or is very unlikely.

14.2.3 All commitments to beneficiaries have been honoured.

14.2.4 An independent financial audit as contemplated in clause 4.3 has been executed, audit queries, if any, have been responded to and the audited financial statements are ready to be published.

14.2.5 A comprehensive and final annual report is agreed upon and published by the *Independent Oversight Committee*.

14.2.6 The disbandment of the *Independent Oversight Committee* must be first be communicated to the NECDA Management Board as a courtesy, where after it will be communicated to the public, all contributors and beneficiaries, three months in advance.

14.2.7 The *Independent Oversight Committee* certifies that upon its disbandment there are no liabilities for NECDA.

14.3 On the date of disbandment any surplus assets and/or funding that may be available, provided that it does not exceed more than one percent (1%) of the total income generated, shall be transferred to NECDA subject to such conditions, if any, that the *Independent Oversight Committee* may reasonably determine.

14.4 Notwithstanding clauses 14.1, 14.2 and 14.3, the *Independent Oversight Committee* may disband earlier subject to a decision made during a meeting where all members are present and where two thirds of the members are in agreement of such a disbandment, provided that:

14.4.1 Reasons for such a decision be published to inform the public, all contributors and beneficiaries within five (5) working days of such a decision.

- 14.4.2 The date of disbandment shall be subject to execution of all the conditions as set out in clause 14.2.
- 14.4.3 There are written and executable measures on how any funds that will be unspent on the date of disbandment will be administered and disbursed to conclude the purpose of the *ECD-support-fund*.

14.5 In the case where the *Independent Oversight Committee* ascertains that there is a need for a similar fund and structure to continue beyond the purpose of the *ECD-support-fund*, it may only establish such a fund after the *date of disbandment* as provided for in this clause and may not use the title of this *ECD-support-fund*.

15. AMENDMENTS

15.1 The *Independent Oversight Committee* shall make no addition, alteration and/or amendment to this *Founding Document*, unless it is deemed necessary to advance the execution of its mandate in the interest of the purpose of the *ECD-support-fund*, subject to the following:

- 15.1.1 The following clauses may not be amended 1.1; 3.1; 4.1; 4.3; 5.1; 6.2.2; 6.4; 7.1.1; 7.1.2; 8.3; 8.5; 8.6; 9.2.1; 9.2.2.1; 9.2.3.2; 9.3.2.3; 9.2.4; 12.1; 14 and 15.
- 15.1.2 An amendment may be effected if the members of the *Independent Oversight Committee* decide on such amendment through consensus by all members, whether present at a particular meeting or not. In the case where the members cannot reach consensus and more than two-thirds of the members are convinced that such an amendment will be advancing the mandate of the Committee and the administration of the *ECD-support-fund*, the matter shall be referred to the NECDA Management Board for a final decision through consensus. The outcome of the decision of the NECDA Management Board shall be final.

15.2 Any amendment to the *Founding Document* shall be published through such means as deemed appropriate by the *Independent Oversight Committee* to inform the public as well as existing and potential contributors and beneficiaries.

15.3 The *Independent Oversight Committee* may amend any Addendum, other than *Addendum C*, that are part of this *Founding Document*, subject to two weeks written notice of a proposed amendment, and a vote, if necessary, of two-thirds of all members, whether present at the meeting or not.

16. ADDENDUMS

16.1 Any addendum published as part of this *Founding Document* or published by the *Independent Oversight Committee* shall be regarded as being part of the *Founding Document*.

This *Founding Document* of the of the National Early Learning and Development Programme Support Fund during COVID-19 in the Republic of the South Africa (*ECD-support-fund*) was approved by National ECD Alliance Management Board and allows for the Chairperson of NECDA to proceed with the first steps towards the establishment of the *ECD-support-Fund* and the *Independent Oversight Committee*.

ADDENDUMS:

Addendum A: Terms and conditions for the disbursement of the funds from the *ECD-support-fund*

To be published after approval by the *Independent Oversight Committee*

Addendum B: Operational principles and procedures of the *Independent Oversight Committee*

Addendum C: Procedures and guidance for processes associated with the establishment of the *Independent Oversight Committee*

Addendum D: Undertaking of a member serving on the *Independent Oversight Committee*

To be published after approval by the *Independent Oversight Committee*

Addendum E: Procedures to be followed in relation to applications for support through the *ECD-support-fund*

To be published after approval by the *Independent Oversight Committee*

Addendum F: Procedures for the allocation and disbursement of funds from the *ECD-support-fund*

To be published after approval by the *Independent Oversight Committee*

On behalf of the NECDA Management Board

I, *Rene King*, as the duly elected Chairperson of the NECDA Management Board, herewith confirm that the Founding Document was approved by the NECDA Management Board, and herewith undertake to assume the responsibilities as set out herein in a transparent and accountable manner, without any delay.

Signature

Date (dd-mm-yyyy)

ENTRY INTO FORCE

Representatives that will serve on the *Independent Oversight Committee* shall append their signatures upon appointment and the *Founding Document* shall come into force upon eight (8) signatories that shall include the signatures marked with an asterisk (*):

REPRESENTATIVE DESIGNATED FROM THE SOUTH AFRICAN CONGRESS FOR EARLY CHILDHOOD DEVELOPMENT IN TERMS OF CLAUSE 9.2.2.1*

I, _____, duly designated from the *South African Congress for Early Childhood Development* in terms of clause 9.2.2.1 herewith agree to a member of the *Independent Oversight Committee* established in terms of clause 9.1 and herewith undertake to assume the responsibilities as set out herein in a transparent and accountable manner.

Signature

Date (dd-mm-yyyy)

REPRESENTATIVE NOMINATED BY NECDA IN TERMS OF CLAUSE 9.2.1.1

I, _____, duly nominated by the NECDA membership in terms of clause 9.2.1.1 herewith agree to a member of the *Independent Oversight Committee* established in terms of clause 9.1 and herewith undertake to assume the responsibilities as set out herein in a transparent and accountable manner.

Signature

Date (dd-mm-yyyy)

**EX OFFICIO REPRESENTATIVE DESIGNATED FROM THE NECDA MANAGEMENT BOARD IN TERMS OF
CLAUSE 9.2.1.2***

I, _____, duly designated by the NECDA Management Board in terms of clause 9.2.1.2 herewith agree to a member of the *Independent Oversight Committee* established in terms of clause 9.1 and herewith undertake to assume the responsibilities as set out herein in a transparent and accountable manner.

Signature

Date (dd-mm-yyyy)

**REPRESENTATIVE (1) NOMINATED BY EARLY CHILDHOOD DEVELOPMENT DONOR COMMUNITY IN TERMS
OF CLAUSE 9.2.2.2***

I, _____, duly nominated by the early childhood development donor community in terms of clause 9.2.2.2 herewith agree to a member of the *Independent Oversight Committee* established in terms of clause 9.1 and herewith undertake to assume the responsibilities as set out herein in a transparent and accountable manner.

Signature

Date (dd-mm-yyyy)

**REPRESENTATIVE (2) NOMINATED BY EARLY CHILDHOOD DEVELOPMENT DONOR COMMUNITY IN TERMS
OF CLAUSE 9.2.2.2**

I, _____, duly nominated by the early childhood development donor community in terms of clause 9.2.2.2 herewith agree to a member of the *Independent Oversight Committee* established in terms of clause 9.1 and herewith undertake to assume the responsibilities as set out herein in a transparent and accountable manner.

Signature

Date (dd-mm-yyyy)

**REPRESENTATIVE (3) NOMINATED BY EARLY CHILDHOOD DEVELOPMENT DONOR COMMUNITY IN TERMS
OF CLAUSE 9.2.2.2**

I, _____, duly nominated by the early childhood development donor community in terms of clause 9.2.2.2 herewith agree to a member of the *Independent Oversight Committee* established in terms of clause 9.1 and herewith undertake to assume the responsibilities as set out herein in a transparent and accountable manner.

Signature

Date (dd-mm-yyyy)

**REPRESENTATIVE (1) SOUTH AFRICAN BASED BUSINESS OR CORPORATE SECTOR IN TERMS OF
CLAUSE 9.2.3.1***

I, _____, duly invited from the South African based business or corporate sector community in terms of clause 9.2.3.1 herewith agree to a member of the *Independent Oversight Committee* established in terms of clause 9.1 and herewith undertake to assume the responsibilities as set out herein in a transparent and accountable manner.

Signature

Date (dd-mm-yyyy)

**REPRESENTATIVE (2) SOUTH AFRICAN BASED BUSINESS OR CORPORATE SECTOR IN TERMS OF
CLAUSE 9.2.3.1**

I, _____, duly invited from the South African based business or corporate sector community in terms of clause 9.2.3.1 herewith agree to a member of the *Independent Oversight Committee* established in terms of clause 9.1 and herewith undertake to assume the responsibilities as set out herein in a transparent and accountable manner.

Signature

Date (dd-mm-yyyy)

**REPRESENTATIVE (1) FROM THE NATIONAL DEPARTMENT OF SOCIAL DEVELOPMENT IN TERMS OF
CLAUSE 9.2.3.2**

I, _____, duly invited from the National Department of Social Development in terms of clause 9.2.3.2 herewith agree to a member of the *Independent Oversight Committee* established in terms of clause 9.1 and herewith undertake to assume the responsibilities as set out herein in a transparent and accountable manner.

Signature

Date (dd-mm-yyyy)

REPRESENTATIVE (1) FROM THE DEPARTMENT OF BASIC EDUCATION IN TERMS OF CLAUSE 9.2.3.3

I, _____, duly invited from the Department of Basic Education in terms of clause 9.2.3.3 herewith agree to a member of the *Independent Oversight Committee* established in terms of clause 9.1 and herewith undertake to assume the responsibilities as set out herein in a transparent and accountable manner.

Signature

Date (dd-mm-yyyy)

REPRESENTATIVE (1) AS INDEPENDENT INDIVIDUAL IN TERMS OF CLAUSE 9.2.3.4*

I, _____, duly invited to serve as an independent individual in terms of clause 9.2.3.4 herewith agree to a member of the *Independent Oversight Committee* established in terms of clause 9.1 and herewith undertake to assume the responsibilities as set out herein in a transparent and accountable manner.

Signature

Date (dd-mm-yyyy)

REPRESENTATIVE (3) AS INDEPENDENT INDIVIDUAL IN TERMS OF CLAUSE 9.2.3.4

I, _____, duly invited to serve as an independent individual in terms of clause 9.2.3.4 herewith agree to a member of the *Independent Oversight Committee* established in terms of clause 9.1 and herewith undertake to assume the responsibilities as set out herein in a transparent and accountable manner.

Signature

Date (dd-mm-yyyy)

REPRESENTATIVE (3) AS INDEPENDENT INDIVIDUAL IN TERMS OF CLAUSE 9.2.3.4

I, _____, duly invited to serve as an independent individual in terms of clause 9.2.3.4 herewith agree to a member of the *Independent Oversight Committee* established in terms of clause 9.1 and herewith undertake to assume the responsibilities as set out herein in a transparent and accountable manner.

Signature

Date (dd-mm-yyyy)

REPRESENTATIVE (1) FROM AN INTERNATIONAL ORGANISATION OPERATING IN SOUTH AFRICA IN SUPPORT OF EARLY CHILDHOOD DEVELOPMENT IN TERMS OF CLAUSE 9.2.3.5*

I, _____, duly invited from an international organisations operating in South Africa in support of early childhood development in terms of clause 9.2.3.5 herewith agree to a member of the *Independent Oversight Committee* established in terms of clause 9.1 and herewith undertake to assume the responsibilities as set out herein in a transparent and accountable manner.

Signature

Date (dd-mm-yyyy)

**REPRESENTATIVE (2) FROM AN INTERNATIONAL ORGANISATIONS OPERATING IN SOUTH AFRICA IN
SUPPORT OF EARLY CHILDHOOD DEVELOPMENT IN TERMS OF CLAUSE 9.2.3.5**

I, _____, duly invited from an international organisations operating in South Africa in support of early childhood development in terms of clause 9.2.3.5 herewith agree to a member of the *Independent Oversight Committee* established in terms of clause 9.1 and herewith undertake to assume the responsibilities as set out herein in a transparent and accountable manner.

Signature

Date (dd-mm-yyyy)

ADDENDUM A

Terms and conditions for the disbursement of the funds from the ECD-support-fund, subject to the provision of clause 6 of the *Founding Document*.

To be determined and published by the Independent Oversight Committee in accordance with clause 6.1

ADDENDUM B

Operational principles and procedures of the *Independent Oversight Committee*, subject to the provisions of clause 9 of the *Founding Document*.

B.1 MEETINGS

B.1.1 Frequency and modality of meetings

- B.1.1.1 Meetings of the *Independent Oversight Committee* shall be convened or scheduled every two weeks, subject to a formal notice and agenda for such meeting provided to all members 5 working days in advance.
- B.1.1.2 Meetings of the *Independent Oversight Committee* shall be conducted virtually via appropriate platforms, unless circumstances changes and the possibility of face-to- face meeting is feasible and practicable.

B.1.2 Extraordinary meetings

- B.1.2.1 The Chairperson or any five members of the *Independent Oversight Committee* may convene an extraordinary meeting, provided that a clear indication be provided for such a meeting and only matters directly related to the purpose of such a meeting be discussed and decided upon.

B.1.3 General procedural matters

- B.1.3.1 The meetings of the *Independent Oversight Committee* shall be presided over by the Chairperson or in the absence of the Chairperson, the Deputy Chairperson.
- B.1.3.2 Any decision by the *Independent Oversight Committee* shall be resolved through consensus, and in the case where an impasse is reached and it is evident that a matter cannot be resolved through consensus, that matter may be resolved by those present through a vote with 60% of the votes being the determining vote for such a matter.
- B.1.3.2 Notices of meetings shall be dispatched five (5) working days prior to the date of the meeting with an indication of the proposed agenda items and a request for final agenda items to be submitted to the secretariat three (3) working days before the meeting.
- B.1.3.3 The secretariat shall prepare the final agenda for the meeting in consultation with the Chairperson and dispatch it to all members two working days prior to the meeting.
- B.1.3.4 The proceedings of every meeting shall be recorded on audio and summarised in written minutes, which shall jointly constitute the official record of such a meeting.
- B.1.3.5 The written minutes of a meeting shall be dispatched to all members within 4 working days after a meeting.
- B.1.3.6 The records of any meeting shall not made available to any third party unless the *Independent Oversight Committee* agrees thereto through a resolution, subject to the provisions of PAIA.

B.1.4 Conflict of interest

- B.1.4.1 Any member of the *Independent Oversight Committee* that has any conflict of interest pertaining to any matter that is on agenda shall indicate such conflict of interest prior to the commencement of the business of the meeting, or should such a conflict of interest arises during the course of the meeting, indicate that immediately to the Chairperson and the members.

B.1.4.2 Any member that indicates a conflict of interest as contemplated in paragraph B.1.4.1 shall be required to recuse himself/herself from any discussion and decisions pertaining to that particular matter.

B.1.5 Quorum

B.1.5.1 A meeting of the *Independent Oversight Committee* shall quorate when a simple majority of members are present (50% +1).

B.1.5.2 Any member not able to attend a meeting shall submit an apology in advance to the secretariat.

B.1.5.3 No member that is not able to attend a meeting may transfer his or her decision making or voting right to another member by proxy.

B.2 RESPONSIBILITIES OF OFFICE BEARERS

B.2.1 Chairperson

B.2.1.1 The chairperson is responsible for the lead the all the meetings of the *Independent Oversight Committee* in an impartial and fair manner in accordance with generally accepted meeting procedures.

B.2.1.2 The chairperson is responsible to provide leadership within the *Independent Oversight Committee* and in general in the advancement of the purpose and principles of the *ECD-support-fund* and to protect its integrity.

B.2.1.3 The chairperson shall be the official spokesperson of the *Independent Oversight Committee* and the *ECD-support-fund*.

B.2.1.4 The chairperson shall be the official representative the *Independent Oversight Committee* and the *ECD-support-fund* on any external structure.

B.2.1.5 The chairperson shall, in collaboration with the deputy chairperson, secretary and treasurer set the agenda for each meeting of the *Independent Oversight Committee* as to ensure that its mandate is executed.

B.2.1.6 The chairperson shall have no casting vote.

B.2.2 Deputy Chairperson

B.2.2.1 The deputy chairperson assumes the role and responsibilities of the chairperson in his or her absence.

B.2.2.2 The deputy chairperson shall be the official spokesperson of the *Independent Oversight Committee* and the *ECD-support-fund*.

B.2.2.3 The deputy chairperson shall assist to set the agenda for each meeting of the *Independent Oversight Committee* as to ensure that its mandate is executed.

B.2.3 Secretary

B.2.3.1 The secretary shall assume the secretariat role of the *Independent Oversight Committee*, which shall include the following:

- (a) Setting the agenda of every meeting in collaboration with the chairperson, deputy chairperson and treasurer;
- (b) Dispatch notices and agenda to all committee members of meetings and any other communication to members; and
- (c) Keep the minutes of all meetings.

- B.2.3.2 The secretary shall keep a record of all applications that are received to benefit from the ECD-support-fund and avail this record and every application to the *Independent Oversight Committee*.
- B.2.3.3 The secretary may, subject to clause 13 of the Founding Document, make use of a volunteer(s) to assist with his or her responsibilities.
- B.2.3.4 The *Independent Oversight Committee* may allocate within reason and subject to the workload of the secretary, additional tasks to be the responsibility of the secretary.
- B.2.3.5 The *Independent Oversight Committee* may, if deemed necessary, designate an assistant secretary from its members to work with the secretary.

B.2.4 Treasurer

- B.2.4.1 The treasurer shall oversee the financial administration of the *Independent Oversight Committee* and provide reports in this regard at each Committee meeting.
- B.2.4.2 The treasurer shall advise the *Independent Oversight Committee* on any matter pertaining to the disbursement of funds from the ECD-support-fund.
- B.2.4.3 The treasurer may, subject to clause 13 of the Founding Document, make use of a volunteer(s) to assist with his or her responsibilities in preparation for meetings.
- B.2.4.4 The *Independent Oversight Committee* may allocate within reason and subject to the workload of the treasurer, additional tasks to be the responsibility of the treasurer.
- B.2.4.5 The *Independent Oversight Committee* may, if deemed necessary, designate an assistant treasurer from its members to work with the treasurer.

B.2.5 Members

- B.2.5.1 Members of the *Independent Oversight Committee* shall execute their responsibilities as set out on the Founding Document and any Addendum thereto.
- B.2.5.2 Members of the *Independent Oversight Committee* have an obligation to advance the purpose and principles of the *ECD-support-fund* and to protect its integrity at all times.
- B.2.5.3 Any responsibility in relation to the work of the *Independent Oversight Committee* or the implementation of any provision of the ECD-support-fund may be allocated by the Committee to any member as to assist with the execution of its mandate.
- B.2.5.4 Members of required to attend every meeting of the *Independent Oversight Committee* and in the case where a member is not able to attend such a meeting, to submit a written apology to the chairperson and the secretary, which shall be recorded on the minutes of that meeting.
- B.2.5.5 Any member found to act in a manner that compromises the integrity of the *ECD-support-fund* and the mandate of the *Independent Oversight Committee*, shall be dealt with in the following manner, subject to a resolution of the Committee:
 - (a) An independent investigation into the particular actions, followed by remedial actions in terms of paragraphs (b), if found to be compromising the integrity of the fund;
 - (b) In case of a member nominated in terms of clauses 9.2.1, 9.2.2, 9.2.3.1, 9.3.2.2, and 9.3.2.5, to inform the entity he or she represents with a request to act against the person in accordance with their procedures, and/or to replace this person on the *Independent Oversight Committee*;
 - (c) Depending on the nature of the action, the Chairperson may be requested to issue a warning to that member.

- (d) Depending on the nature of the action, a member may be discharged from his or her duties and seat on the *Independent Oversight Committee* and be replaced.

B.3 GENERAL WORKING PROCEDURES

B.3.1 Setting the Agenda for meetings

- B.3.1.1 The agenda for each meeting shall be set in advance by the Chairperson in collaboration with the with the deputy chairperson, secretary and treasurer, subject to B.3.1.2 and B.3.1.3.
- B.3.1.2 Any member may submit a supplementation to the agenda up to 2 working days prior to the date of a meeting for consideration to be included as part of that meeting's agenda, and that matter will only be dealt with as at the end of a meeting, if time allows.
- B.3.1.3 The following matters shall be standing matters for every meeting of the *Independent Oversight Committee*:
- B.3.1.3.1 Finances
- (a) Financial statement
 - (b) Acknowledge of funding received since last meeting
 - (c) Funds disbursed to beneficiaries.
- B.3.1.3.1 Applications
- (a) Applications received
 - (b) Review of applications
 - (c) Decisions in relation to every application

B.3.2 Submission of documents for review and decision making

- B.3.2.1 Every complete application received for funding shall be submitted to all members of the *Independent Oversight Committee* at least three (3) working days prior to a meeting as to enable members to review prior to a meeting.
- B.3.2.2 No application received may be shared with a third party.

B.3.3 The meetings of the *Independent Oversight Committee* shall be audio recorded and summarised in the form of written minutes.

B.4 COMMUNICATION

- B.4.1 All communication methods and approached of the *Independent Oversight Committee* shall be done in accordance with procedures as agreed to by the Committee, subject to clause 12.
- B.4.2 Interim communication measures prior to the constitution of the *Independent Oversight Committee*:
- B.4.2.1 In accordance with clause 12.4, any communication to the media, stakeholders, funders or any other party will be responsibility of the Chairperson of NECDA Management Board as designated patron in collaboration with the CEO of the South African Congress for Early Childhood Development.

ADDENDUM C

Procedures and guidance for processes associated with the establishment of the *Independent Oversight Committee*, subject to the provision of clause 6 of the *Founding Document*.

- C.1 With reference to clause 9.3.1.1, the nomination shall be facilitated by the NECDA Management Board in a manner that it deems fit and fair.
- C.2 With reference to clause 9.3.1.2, the designation shall be facilitated by the NECDA Management Board through a resolution of the Management Board.
- C.3 With reference to clause 9.3.1.3, shall be made through verbal and written communication by the Chairperson of the NECDA Management Board, with a request that the designated representative be identified and mandated in writing within three (3) working days after the official request.
- C.4 With reference to clause 9.3.1.4, nominations shall be called for through an open invitation under the signature of the Chairperson of the NECDA Management Board in the following manner:
 - C.4.1 Nominations shall be called for via email correspondence to all known *bona fide* national donors for early childhood development in the country as well as any other appropriate communication and social media platform.
 - C.4.2. Nominations may only be made by a third party, provided that such a third party has informed the nominee about the nomination, within 4 working days after the call for nominations was made.
 - C.4.3: Upon the closing of nominations, if more than three nominations were received, all nominees are to be informed at the same time about their nominations, with a written request to agree by consensus within two working days, which two nominees will be best positioned to serve on the *Independent Oversight Committee* and represent the interest of the donor community. This process shall be the sole and collective responsibility of the nominees without interference from any third party.
- C.5 With reference to clause 9.3.2 the *NECDA Management Board* shall mandate the Chairperson and, one other Management Board member, to act on its behalf in terms the execution of C.6.
- C.6 The representatives of the *NECDA Management Board* and the *South African Congress for Early Childhood Development* shall:
 - C.6.1 First establish basic criteria that need to be met for representatives as contemplated in clauses 9.2.3.1, 9.2.3.4 and 9.2.3.5 before it proceeds to the next steps.
 - C.6.2 Draw a list of possible representatives in terms clause 9.2.3.1 and agree, based on the criteria established in terms of C.5.1, by consensus on two representatives to be invited to serve on the *Independent Oversight Committee*. In the case that no such consensus can be reached, the nomination will be concluded by *NECDA Management Board* and *South African Congress for Early Childhood Development* nominating one representative each.
 - C.6.3 Draw a list of possible representatives in terms of clause 9.2.3.4 and agree, based on the criteria established in terms of C.5.1, by consensus on three representatives to be invited to serve on the *Independent Oversight Committee*.
 - C.6.4 Draw a list of possible representatives in terms clause 9.2.3.5 and agree, based on the criteria established in terms of C.5.1, by consensus on three representatives to be invited to serve on the *Independent Oversight Committee*.
 - C.6.5 Nominees in terms of clauses 9.2.3.2 and 9.2.3.3 shall be invited through the senior officials of these department that are involved in early childhood development.

- C.7 Nominees identified in terms of C.5 shall be invited jointly by the *NECDA Management Board* and *South African Congress for Early Childhood Development* to serve on the *Independent Oversight Committee* through personal discussion, followed by a written confirmation of the invitation signed by the Chairperson of the NECDA Management Board and the representative of the *South African Congress for Early Childhood Development*.
- C.8 *NECDA Management Board* and *South African Congress for Early Childhood Development* may identify additional nominees in terms of clauses 9.2.3.1, 9.2.3.4 and 9.2.3.5 in case the nominees originally identified decline their nominations.

ADDENDUM D

Undertaking of a member serving on the *Independent Oversight Committee*, subject to the provision of clause 9.4.4 of the *Founding Document*.

I, _____ (full names) agrees to serve on the *Independent Oversight Committee* that will be responsible to administer the National Early Learning and Development Programme Support Fund during COVID-19 (*ECD-support-fund*) in an accountable, fair, unbiased and just manner.

Furthermore,

I *understand* that I make my time, knowledge and skills available *pro bono* to serve the purpose of the *ECD-support-fund* and have no expectation nor entitlement to be remunerated or paid for any service or participation in the work of the *Independent Oversight Committee*.

I *declare*, that I have no conflicts of interest that I am aware of to serve on the *Independent Oversight Committee*, and should any situation arise where I may have a direct or indirect conflict of interest, I shall recuse myself from any engagement or decisions pertaining to that matter.

I *agree* to serve on and participate in the work of the *Independent Oversight Committee* in a manner that shows commitment to the early childhood development sector and to serve in the best interests of children.

I *understand* that while serving on the *Independent Oversight Committee* I have a responsibility to ensure that the mandate of the Committee in relation to the *ECD-support-fund* is executed without any prejudice towards the institution that I represent.

I *agree* to disclose any illegal, fraudulent or unethical behaviour of any member(s) of the Committee to the full Committee without delay in good faith.

I *shall* at all times act as a professional member of the Committee and shall not disclose any information that is deemed to be confidential to any other party, unless such disclosure is deemed necessary in the interest of the objects of the *ECD-support-fund* or to expose, subject to reasonable evidence, and after I have made internal efforts, illegal, fraudulent or unethical practices.

In the *unlikely event* that I am not able to continue with my commitment to serve on the Committee, I shall inform the Chairperson accordingly, and vacate my position on the Committee subject to a two-week notice.

Signed on _____ (day) of _____ (month) 20_____

Signature

ADDENDUM E

Procedures to be followed in relation to applications for support through the ECD-support-fund, subject to the provision of clause 10 of the *Founding Document*.

To be determined and published by the Independent Oversight Committee in accordance with clause 10.2

ADDENDUM F

Procedures for the allocation and disbursement of funds from the ECD-support-fund, subject to the provision of clause 11 of the *Founding Document* and *Addendum A*.

To be determined and published by the Independent Oversight Committee in accordance with clause 11.1