



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

FOUNDING DOCUMENT
2020



CONTENTS

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

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 lays 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 95 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 9.7.2.2 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 95 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 only 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

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*

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

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

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 NOMINATED BY NECDA IN TERMS OF CLAUSE 9.2.1.1

I, **RUBY MOTAUNG**, 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

15-06-2020

Date (dd-mm-yyyy)

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

I, **RENE KING**, 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

15-06-2020
Date (dd-mm-yyyy)

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

I, **LEONARD SAUL**, 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

15-06-2020
Date (dd-mm-yyyy)

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

I, **JOHANNITA MCLEOD**, 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

15-06-2020
Date (dd-mm-yyyy)

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

I, **VUYELWA NHLAPO**, 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

15-06-2020
Date (dd-mm-yyyy)

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

I, **DEEPA PATEL**, 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

15-06-2020
Date (dd-mm-yyyy)

Signature

Date (dd-mm-yyyy)

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

I, **LUNGA SCHOEMAN**, 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

15-06-2020

Date (dd-mm-yyyy)

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

I, **QUEEN MOGOBHOZI**, 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

15-06-2020

Date (dd-mm-yyyy)

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

I, **ISABELLAH SEKAWANA**, 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

15-06-2020

Date (dd-mm-yyyy)

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

I, **JANELI KOTZE**, 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

15-06-2020

Date (dd-mm-yyyy)

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

I, **MARIE-LOUISE SAMUELS**, 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.

15-06-2020

Signature

Date (dd-mm-yyyy)

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

I, **GIULIANA BLAND**, 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

15-06-2020

Date (dd-mm-yyyy)

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

I, **LIZETTE BERRY**, 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

15-06-2020

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, **KERRY KASSEN**, 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

15-06-2020

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, **ANDRÉ VIVIERS**, 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

15-06-2020

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.

Approved by the *Independent Oversight Committee* on 10 July 2020: Resolution 1/4/2020

A.1 INTRODUCTION

- 1.1 *Addendum A* gives effect to *clauses 6.1* and *6.2* of the Founding Document and was developed and approved by the *Independent Oversight Committee* in terms of *clause 9.1.2*.
- 1.2 This Addendum should be read in conjunction with the Founding Document and other addendums thereto.
- 1.3 The *Independent Oversight Committee* may amend *Addendum A* from time to time in accordance with *clause 15.3*.
- 1.4 The terms and conditions set out in this Addendum are subject to *clause 5* of the Founding Document that deals with the criteria for eligibility.

A.2 GUIDING PRINCIPLES

- 2.1 The following principles must guide the terms and conditions for the disbursement of the funds from the ECD-Support-Fund:
 - 2.1.1 *Accountability:*
 - (a) The *Independent Oversight Committee* needs to ensure that the disbursements of funds are done in a manner that adheres to the provisions of the Founding Document as to be accountable to contributors as well as potential beneficiaries of the fund.
 - (b) Beneficiaries need to be accountable, with due consideration of the provisions set out in *Addendums E* and *F*, for any funding received from the ECD-Support-Fund.
 - 2.1.2 *Transparency*

The terms and conditions for the disbursement of the funds from the ECD-Support-Fund must be known to potential contributors, beneficiaries and the public before any applications are received or funding distributed.
 - 2.1.3 *Fairness*

The terms and conditions for the disbursement of the funds from the ECD-Support-Fund shall ensure that funding is disbursed in a manner that applies standard principles, criteria and formulas that apply to applications.
 - 2.1.4 *Equity*

The terms and conditions for the disbursement of the funds from the ECD-Support-Fund must ensure equity in terms of geography, access, priority and allocation in the disbursement of funding.
 - 2.1.5 *Sustainability*

The terms and conditions for the disbursement of the funds from the ECD-Support-Fund shall consider the immediate and medium-term sustainability of every applicant, as to ensure that a disbursement contributes to the stabilisation and continued operations of a beneficiary.

A.3 GENERAL TERMS AND CONDITIONS

- 3.1 Disbursements shall only be made if there is sufficient funding available in the bank-account of the ECD-Support-Fund to support a minimum of applicants based on the formula for the minimum amount of allocation.
- 3.2 Disbursements of funds from the ECD-Support-Fund shall be done on a regular basis based on a schedule or programme approved by *Independent Oversight Committee*, provided that funding received is disbursed within 30 calendar days to avoid unnecessary accumulation of funds in the bank account. Thus, responding to the immediate needs of potential beneficiaries that applied.
- 3.3 The *Independent Oversight Committee* must agree what the minimum balance is to be retained at all times in the bank account of the ECD-Support-Fund as to give effect to *clause 4.2*, when applicable, and *clause 4.3* of the Founding Document.
- 3.4 **No funding may be disbursed if there is not:**
- 3.4.1 A clear mechanism of general accountability approved by the *Independent Oversight Committee*.
 - 3.4.2 Procedures to be followed in relation to applications for support through the ECD-Support-Fund as set out in *Addendum E* have not been approved by the *Independent Oversight Committee*.
 - 3.4.3 Procedures for the allocation and disbursement of funds from the ECD-Support-Fund as set out in *Addendum F* has not been approved by the *Independent Oversight Committee*.
 - 3.4.4 The terms and conditions for the disbursement of the funds from the ECD-Support-Fund as set out in this Addendum has not been approved by the *Independent Oversight Committee*.
 - 3.4.5 A written application for funding from the ECD-Support-Fund by an applicant.
 - 3.4.6 A clear mechanism and procedure for beneficiaries to account for the funding received.
- 3.5 In accordance with *clause 6.2.1.5* funding may only be disbursed for a period that covers a maximum of three (3) calendar months, and subject to the following additional terms and conditions:
- 3.5.1 An application that is made retrospectively to cover a period of two months or less preceding the date of the application may be considered: Provided that it is evident that the applicant can sustain itself during the month of application and thereafter.
 - 3.5.2 The minimum period for which funding may be disbursed is one calendar month.
- 3.6 Funding disbursed by the ECD-Support-Fund will only be paid into a legitimate bank account of the ECD programme that applies and may not be paid into the bank account of an individual.
- 3.7 A beneficiary will be required to provide proof that the funding that was received was utilised in accordance with the terms and conditions within 2 months after receipt of the funding.
- 3.8 A beneficiary that received funding, and where it comes to the attention of the *Independent Oversight Committee*, that the application was made under false pretenses and with misleading information:

- 3.8.1 Will be reported to the South African Police Service (SAPS) with all the evidence that is available to the *Independent Oversight Committee* for further investigation and criminal charges;
- 3.8.2 Will be required to return all the funds received from the ECD-Support-Fund within 14 calendar days.

3.9 The following criteria must be applied in accordance with *clause 6.2.1.3* of the Founding Document as part of the terms and conditions for the disbursements of funds:

- 3.9.1 **Risks:** Due consideration shall be given to the following to ascertain the risks associated with the disbursement of funds:
 - (a) Reasonable measures to account for the funding received.
 - (b) Proof of registration as contemplated in *clause 5.2* of the Founding Document as applicable.
 - (c) Reasonable assurance and measures to account that the funds received will be used for the purpose that it has been allocated.
 - (d) Other risk factors that may become evident during the review of an application, provided that due consideration be given to the context of the applicant.
- 3.9.2 **Current liquidity:** Due consideration shall be given to the following to ascertain the current liquidity of the applicant with due consideration of the following:
 - (a) There is reasonable evidence that applicants will continue to operate after funds from the ECD-Support-Fund have been disbursed.
 - (b) The applicant has a reasonable track-record prior to the onset of the national state of disaster in terms of fundraising, financial management, and related measures that provides sufficient proof regarding its liquidity.
 - (c) It is understood that the above be assessed and interpreted within the context of the measures that have been implemented during the national state of disaster and the impact that it may have had on the applicant.
- 3.9.3 **Sustainability:** Due consideration shall be given to the following factors pertaining to the sustainability of the applicant:
 - (a) The applicant has been registered and operational for at least twelve (12) months.
 - (b) The applicant will be able to re-open and continue to provide an early childhood development programme, whether in full or partial capacity, after it is allowed to resume services under the national state of disaster or thereafter, whichever is first, and the funds disbursed from the ECD-Support-Fund will assist directly in that regard.
 - (c) The track record of the applicant provides sufficient and realistic evidence regarding its sustainability, taking into account the general context in terms of challenges in the ECD sector as well as the particular challenges that were brought by the measures under the national state of disaster.
 - (d) In the case where it is evident that an applicant is not sustainable and in all likelihood will not be able to sustain or continue any operations, it will not be considered for support from the ECD-Support-Fund.
- 3.9.4 **Other income:** Due consideration shall be given whether an applicant has other forms of income that was available and or sourced prior or during the national state of disaster,

which shall include grants from donors, continued payment of fees, reserve funds that were used or may be used or similar, provided that -

- (a) No applicant that had or has any other form of income not be considered for financial support from the ECD-Support-Fund.
- (b) The *Independent Oversight Committee* gives due consideration to the other income that an applicant had or has, considering the needs of the wider sector, and may, should an application be approved, adjust the formula for the allocation of funding.
- (c) The use of funds available in the reserve fund not necessarily be considered as other income, if the applicant was not able to access it during the time of the national state of disaster.

3.9.5 **Time of application:** The time of the submission of an application may only be considered as a term or condition for the allocation of an application if:

- (a) all other terms and conditions, and criteria has been exhausted and it is the only remaining option to prioritise approved applications.
- (b) If due consideration has been given and included in the consideration of time of application to the applicant's capacity and access to resources to submit applications in a manner that is equitable, for example access to internet.
- (c) In the case of paragraphs (a) and (b), the time of application shall be considered from the date when a complete and correct application that meets all the criteria was received by the *Independent Oversight Committee*.

A.4 ELIGIBILITY TERMS AND CONDITIONS:

4.1 The following eligibility terms and conditions in accordance with clause 6.2.2. of the Founding Document must apply in terms of all applicants and be included in all calls for applications as per the example in paragraph 4.2, where applicable.

4.1.1 Early childhood development programmes:

- (a) 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.
- (b) 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.
- (c) Due consideration to Section 93(4) of the Children's Act 38 of 2005, which requires priority be given to programmes in poor communities and those making ECD opportunities available to children with disabilities¹.
- (d) 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.

4.1.2 An organisation that provides direct support to early childhood development programmes

- (a) Proven record of the type and nature of direct support or services that are provided to early childhood development programmes.

¹ s93(4): The funding of early childhood development programmes must be prioritised—

(a) in communities where families lack the means of providing proper shelter, food and other basic necessities of life to their children; and
(b) to make early childhood development programmes available to children with disabilities.

- (b) 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.
- (c) 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.

4.1.3 An applicant that does not meet the terms and conditions as set out in paragraph 4.1.1 or 4.1.2, as applicable, will not be considered, and its application will be declined after initial assessment.

4.2 Standard terms and conditions clause to be inserted in all related correspondence and calls for applications:

The following terms and conditions apply with respect to all applications for support from the ECD-Support-Fund:

1. The provisions of the Founding Document of the ECD-Support-Fund and Addendums thereto apply to applications.
2. Only applicants that meet the criteria as set out in clause 5.2 of the Founding Document will be considered.
3. ECD programmes that apply must be 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.
4. ECD programmes and organisations that provide direct support to early childhood development programmes in accordance with clause 5.2.5 of the Founding Document that apply 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.
5. ECD programmes and organisations that provide direct support to early childhood development programmes in accordance with clause 5.2.5 of the Founding Document that apply need 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. Any decision by the *Independent Oversight Committee* whether to allocate funding or not, the amount to be allocated and the conditions related to the allocation of funding shall be final.

A.5 AREAS THAT MAY BE FUNDED BY THE ECD-SUPPORT-FUND

5.1 *Clause 6.2.3* sets out the limitations with regards to areas that may be supported by the ECD-Support-Fund, and the terms and conditions for the disbursement of the funds from the ECD-Support-Fund are indicated below.

5.2 Salaries

5.2.1 The Founding Document (*clause 6.2.3.1*) indicates the following terms and conditions with regards to salaries:

- (a) Either the full or part of the monthly salary can be considered.
- (b) The salaries of early childhood development practitioners/ educators and support staff can be considered.
- (c) The determination of the amount that will be paid based on a national norm that the *Independent Oversight Committee* needs to determine, so that the same salary scale is used irrespective of the employer.

5.2.2 The *Independent Oversight Committee* did a rapid review of the current salaries (before the onset of the national state of disaster payable to staff mentioned in paragraph 5.2.1(b) and the following was found:

- (a) The average salary of ECD practitioners (as a single denominator) greatly varies across the sector depending on the location, funding sources, socio-economic status of parents and whether a subsidy is received from the government.
 - (b) Aspects like stipends to volunteers needed to be filtered out, as these are not staff members (and also not eligible for UIF).
 - (c) The minimum salary seems to be on average R1,000.00 per month (ranged between R700 to R1,200), with the upper end of the salary scales at about an average of R6,500².
 - (d) A recent study (2020) indicates that the ECD “centres receiving a subsidy are able to pay an average salary of R3 000 per month³.
- 5.2.3 It was noted that the average salary as indicated in paragraph 5.2.2 (d) above is still below the national minimum wage as determined under the Basic Conditions of Employment Act for 2020, which is R3,653.76⁴ per month.
- 5.2.4 The *Independent Oversight Committee* has taken a principle decision that the national minimum wage as indicated in paragraph 5.2.3 shall be used as a benchmark for the full or part of the monthly salary that will be considered to be paid, subject to paragraph 5.2.5.
- 5.2.5 The *Independent Oversight Committee* resolved on 10 July 2020 that the payment of salaries will be calculated as follows irrespective of the level of a staff member, subject to paragraphs 5.2.6 and 5.2.7 as to ensure that an as large as possible number of staff members can be supported:
- (a) That the ECD-Support-Fund will pay a maximum of 50% of the national minimum wage for salaries.
 - (b) That salaries will be covered for a period of 2 or 3 months depending on the application.
 - (c) That 50% of the national wage will be the minimum that will be paid for salaries.
- 5.2.6 Salaries of staff employed by an applicant shall be paid, subject to the following requirements:
- (a) The staff member must be legally employed through a contractual agreement, irrespective of the format, by the applicant;
 - (b) The staff member referred to in paragraph (a) may be full time or part time employed but excludes those mentioned in paragraph 5.2.7.
 - (c) The staff member must have been employed by the applicant in the month that the national state of disaster was announced in the Government Gazette.
 - (d) The staff member must continue to be employed on the date that the application is made.
- 5.2.7 The following does not qualify consideration of the payment of salaries as contemplated in *clause 6.2.3.1* of the Founding Document:
- (a) A staff member that has left the employment of the applicant either through resignation or retirement and is not in the employment of the applicant.
 - (b) A staff member that was appointed after 31 March 2020.
 - (c) Volunteers that perform any duties at the ECD programme.

² Based on information collected by the Independent Oversight Committee in June 2020.

³ The Plight of the ECD Workforce: An urgent call for relief in the wake of COVID-19. April 2020.

⁴ Calculated at R20.76 per hour for an 8-hour day for 22 working days a month.

- (d) Seasonal workers that provide ad hoc or random services for the applicant as part of the ECD programme, which may include persons who do extracurricular activities either voluntarily or based on a written agreement/ contract.
- (e) Any person who serves on the management board of the ECD programme.
- (f) Persons employed as a Grade R educator in an independent school registered in terms of the South African Schools Act.

5.2.8 The payment of a salary towards a staff member shall only be considered if the applicant provides written proof that:

- (a) There was a contractual agreement in place during March 2020 for the full or part time employment of the staff member;
- (b) There is written proof that the staff member is currently still contractually employed by the applicant;
- (c) The details of the staff member are provided for the purpose of verification regarding the receipt of the funding paid out to the applicant for the purpose of paying the salary to the staff member; and
- (d) A written undertaking by the applicant that the amount that is disbursed for salaries shall be paid in full as indicated in the application to the staff members.

5.2.9 The formula that the *Independent Oversight Committee* will apply in the calculation of the amount for salaries that will be paid to an applicant will be as follows:

Number of staff members that meet the terms and conditions as set out in paragraph 5.2	Multiply by the amount payable as indicated in paragraph 5.2.5 (a)	Multiply by the number of months as indicated in paragraph 5.2.5 (b)	Total amount that will allocated and disbursed
S	x R	x M	= D

5.3 Operational costs

5.3.1 The Founding Document (clause 6.2.3.2) indicates the following terms and conditions with regards to operational costs:

- (a) It must be directly related to the implementation of the ECD programme;
- (b) It will be calculated on a percentage of the average expenditure for the period 1 October 2019 to 31 March 2020;
- (c) Proof needs to be provided in terms of paragraph (c);
- (d) It only includes municipal rates and taxes and 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.

5.3.2 The *Independent Oversight Committee* agreed that the terms and conditions as set out in clause 6.2.3.2 may result in additional cumbersome procedures for both the applicant and the *Independent Oversight Committee*, which may delay critical disbursements, and therefore resolved to apply clause 6.2.5 of the Founding Document and determined the amount to disbursed as indicated in paragraph 5.3.3

5.3.3 A flat rate will be disbursed if operational costs being requested in the application and funding is available to a fix amount of R1,500 per applicant, subject to paragraph 5.3.4

5.3.4 The *Independent Oversight Committee* may decide not to pay any operational costs *in lieu of* a decision to prioritise the payment of salaries.

5.4 Cost related to printing of materials

5.3.1 The *Independent Oversight Committee* resolved to apply clause 6.2.5 of the Founding Document and will not make any disbursement with regard to clause 6.2.3.3 of the Founding Document.

5.5 ECD programme receiving subsidy from government

5.5.1 An ECD programme that receives funding from the government may apply to the ECD-Support-Fund and such an application will be considered without prejudice like any other application.

5.5.2 If an application is approved, the formula that the *Independent Oversight Committee* will apply in the calculation of the funds to be disbursed to an ECD programme as contemplated in clause 6.2.4 of the Founding Document will be as follows:

- (a) The same formulas and 'allocations' as determined in paragraphs 5.2.9 and 5.3.3 will be applied to calculate the 'full' amount, where after –
- (b) 40% of the amount determined in paragraph (a) will be amount that may be disbursed.

A.6 STATUS

6.1 *Addendum A* was approved by the *Independent Oversight Committee* in accordance with clause 9.1.2 of the Founding Document on 10 July 2020 through resolution 1/4/2020 and is published as an addendum to the Founding Document in accordance with clause 6.1 of the Founding Document.

6.2 The *Independent Oversight Committee* may amend this Addendum in accordance with clause 15 of the Founding Document.

---o0o---

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

1.1 Frequency and modality of meetings

- 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.
- 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.

1.2 Extraordinary meetings

- 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.

1.3 General procedural matters

- 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.
- 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.
- 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.
- 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.
- 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.
- 1.3.5 The written minutes of a meeting shall be dispatched to all members within 4 working days after a meeting.
- 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**.

1.4 Conflict of interest

- 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.

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

1.5 Quorum

- 1.5.1 A meeting of the *Independent Oversight Committee* shall quorate when a simple majority of members are present (50% +1).
- 1.5.2 Any member not able to attend a meeting shall submit an apology in advance to the secretariat.
- 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

2.1 Chairperson

- 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.
- 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.
- 2.1.3 The chairperson shall be the official spokesperson of the *Independent Oversight Committee* and the *ECD-support-fund*.
- 2.1.4 The chairperson shall be the official representative the *Independent Oversight Committee* and the *ECD-support-fund* on any external structure.
- 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.
- 2.1.6 The chairperson shall have no casting vote.

2.2 Deputy Chairperson

- 2.2.1 The deputy chairperson assumes the role and responsibilities of the chairperson in his or her absence.
- 2.2.2 The deputy chairperson shall be the official spokesperson of the *Independent Oversight Committee* and the *ECD-support-fund*.
- 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.

2.3 Secretary

- 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.

- 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*.
- 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.
- 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.
- 2.3.5 The *Independent Oversight Committee* may, if deemed necessary, designate an assistant secretary from its members to work with the secretary.

2.4

Treasurer

- 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.
- 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.
- 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.
- 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.
- 2.4.5 The *Independent Oversight Committee* may, if deemed necessary, designate an assistant treasurer from its members to work with the treasurer.

2.5

Members

- 2.5.1 Members of the *Independent Oversight Committee* shall execute their responsibilities as set out on the Founding Document and any Addendum thereto.
- 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.
- 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.
- 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.
- 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* of the Founding Document, 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; and
- (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

3.1 Setting the Agenda for meetings

- 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 3.1.2 and 3.1.3.
- 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.
- 3.1.3 The following matters shall be standing matters for every meeting of the *Independent Oversight Committee*:
 - 3.1.3.1 Finances
 - (a) Financial statement
 - (b) Acknowledge of funding received since last meeting
 - (c) Funds disbursed to beneficiaries.
 - 3.1.3.1 Applications
 - (a) Applications received
 - (b) Review of applications
 - (c) Decisions in relation to every application

3.2 Submission of documents for review and decision making

- 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.
- 3.2.2 No application received may be shared with a third party.

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

B.4 COMMUNICATION

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* of the Founding Document.

4.2 Interim communication measures prior to the constitution of the *Independent Oversight Committee*:

- 4.2.1 In accordance with *clause 12.4* of the Founding Document, 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.

---o0o---

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* of the Founding Document, 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* of the Founding Document, 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* of the Founding Document, 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* of the Founding Document, nominations shall be called for through an open invitation under the signature of the Chairperson of the NECDA Management Board in the following manner:
- 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.
 - 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.
 - 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* of the Founding Document the *NECDA Management Board* shall mandate the Chairperson and, one other Management Board member, to act on its behalf in terms the execution of paragraph C.6.
- C.6 The representatives of the *NECDA Management Board* and the *South African Congress for Early Childhood Development* shall:
- 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* of the Founding Document before it proceeds to the next steps.
 - 6.2 Draw a list of possible representatives in terms *clause 9.2.3.1* of the Founding Document and agree, based on the criteria established in terms of paragraph 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.

- 6.3 Draw a list of possible representatives in terms of *clause 9.2.3.4* of the Founding Document and agree, based on the criteria established in terms of paragraph 5.1, by consensus on three representatives to be invited to serve on the *Independent Oversight Committee*.
- 6.4 Draw a list of possible representatives in terms *clause 9.2.3.5* of the Founding Document and agree, based on the criteria established in terms of paragraph .5.1, by consensus on three representatives to be invited to serve on the *Independent Oversight Committee*.
- 6.5 Nominees in terms of *clauses 9.2.3.2* and *9.2.3.3* of the Founding Document shall be invited through the senior officials of these department that are involved in early childhood development.
- C.7 Nominees identified in terms of paragraph 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* of the Founding Document in case the nominees originally identified decline their nominations.

---o0o---



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) agree 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.

Approved by the *Independent Oversight Committee* on 10 July 2020: Resolution 2/4/2020

E.1 INTRODUCTION

- 1.1 *Addendum E* gives effect to *clause 10* of the Founding Document and was developed and approved by the *Independent Oversight Committee* in terms of *clause 9.1.5*.
- 1.2 This Addendum should be read in conjunction with the Founding Document, *Addendum A* and *Addendum F*.
- 1.3 The *Independent Oversight Committee* may amend *Addendum A* from time to time in accordance with *clauses 10.2* and *15.3* of the Founding Document.

E.2 CALL FOR APPLICATIONS

- 2.1 The *Independent Oversight Committee* shall call no later than 25 July 2020 for applications to all possible beneficiaries of the ECD-Support-Fund.
- 2.2 The call for applications shall be in standard format that provides reference to:
 - (a) The eligibility criteria to benefit from the ECD-Support-Fund.
 - (b) The terms and conditions as set out in *Addendum A* to the Founding Document.
 - (c) The prescribed manner in which applications need to be made.
 - (d) The deadline for applications.
 - (e) That incomplete applications will not be considered.
- 2.3 The call for applications shall be distributed through the following communication channels:
 - (a) Media in the form of a media release.
 - (b) The NECDA website under the page dedicated to the ECD-Support-Fund.
 - (c) Websites, as far as possible and feasible, of the organisations that are represented by the members of the *Independent Oversight Committee*.
 - (d) Social media platforms that members of the *Independent Oversight Committee* have access to.
 - (e) Personal email distribution by members of the *Independent Oversight Committee*.
- 2.4 No application received after the closing date will be considered.

E.3 APPLICATION PROCEDURES

3.1 Format of applications

- 3.1.1 Applications must be made in the form of the prescribed application form as per *Annexure A* to *Addendum E*.
- 3.1.2 The application form as contemplated in paragraph 3.1.1 shall contain all the information as required in *clause 10.5* of the Founding Document.

3.2 Forms of submission of applications

- 3.2.1 Electronically through the submission of the application form and all required annexures through email to ecdfund@necda.org.za as the only designated email address.
- 3.2.2 Online, if an online application portal becomes available.

3.3 Requirements for an application to be complete

- 3.3.1 An application shall only be regarded as complete if all the required fields in the application form are completed correctly and the following are attached:
- (a) Documentary proof is attached that the applicant is registered or conditionally registered in terms of sections 95 and 98 of the Children's Act 38 of 2005 for a period of twelve (12) months or more.
 - (b) Documentary proof is attached that the applicant is registered as a non-profit organisation under the Non-Profit Organisations Act 71 of 1997.
 - (c) Where applicable, documentary proof that the applicant is registered as a Public Benefit Organisation (PBO), if it meets the requirements of the Income Tax Act of 1962.
 - (d) Latest annual audited financial statements or certified financial statements, not older than the 2018/19 statements.
 - (i) Certified financial statements refer to the financial statements that a non-profit organisation needs to prepare in terms of section 17(1) and (2) of the Non-Profit Organisations Act 71 of 1997.
 - (e) Up to date list of management board members with their full names and surnames, ID numbers, designations and telephone numbers.
 - (f) List of staff members that are legally full time or part time employed through a contractual agreement, irrespective of the format, by the applicant, subject to the terms and conditions in *Addendum A*, with documentary proof to confirm that each staff member is employed.
 - (g) Proof that each staff listed in terms of (f) above is registered for UIF, and if not, a written undertaking that applicant will register each staff member for UIF as contemplated in *clause 6.2.2.5* of the Founding Document.
 - (h) Proof of banking details.
 - (i) Any other documentary proof that is required in terms of the application.
- 3.3.2 Incomplete applications will not be returned by the *Independent Oversight Committee* for re-submission and will be dealt with in accordance with paragraphs 4.2.3 and 4.2.5. However, should an applicant become aware that an application submitted was incomplete, the applicant may resubmit a full application, which will then be regarded as the final application by the applicant, provided that it is submitted before the closing date.

E.4 ADMINISTRATION OF APPLICATIONS

4.1 Receipt of applications

- 4.1.1 Every application that is received shall be recorded in a register, whether online or manually, that shall indicate the following:
- (a) Date of receipt
 - (b) Name of applicant
 - (c) Date the receipt was acknowledged.
- 4.1.2 Acknowledgement of receipt of applications will be sent within 7 days of receipt either by email or sms.
- 4.1.3 Every application received shall be filed electronically.

4.2 Screening of applications

- 4.2.1 Every application received shall be screened by the *Independent Oversight Committee* or the administrator of the ECD-Support-Fund or at least two members designated by the

Committee, as the case may be at the time of receipt of an application, within 7 days of receipt as to ascertain:

- (a) Whether the applicant is eligible in terms of the Founding Document;
- (b) Whether the application is complete.

- 4.2.2 In the case where an application is found to be from an applicant that is not eligible for support from the ECD-Support-Fund, the applicant will be informed in this regard through a standard response and this shall be recorded in the register that is kept in terms of paragraph 4.1.1.
- 4.2.3 In the case where an application is incomplete, it shall be regarded as rejected, and this shall be recorded in the register that is kept in terms of paragraph 4.1.1, subject to paragraph 4.2.5.
- 4.2.4 Every application that is eligible and complete shall be referred to the *Independent Oversight Committee* in the form of a short list to be dealt with in accordance with *Addendum F* response and this shall be recorded in the register that is kept in terms of paragraph 4.1.1.
- 4.2.5 In case where an application does not meet the criteria or is incomplete and will not be processed in accordance with paragraph 4.2.3, the applicant will be informed that the application was not successful.

4.3 Processing of applications

- 4.3.1 An application that has been screened and referred to the *Independent Oversight Committee* in terms of paragraph 4.2.4 shall be processed within 21 calendar days of receipt, in accordance with the provisions of *Addendum F*.
- 4.3.2 An applicant shall be informed in writing of the outcome of the application as provided for in *Addendum F*.

4.4 Safekeeping of applications

- 4.4.1 Every application shall be filed electronically as directed in paragraph 4.1.3.
- 4.4.2 No application may be made available to any third party, other than person(s) or organisations that may be designated by the *Independent Oversight Committee* to assist with the administration of the ECD-Support-Fund, without the explicit written permission of the application.
- 4.4.3 Any personal information provided of staff members as part of the application shall be protected under the provisions of the Protection of Personal Information Act 4 of 2013.
- 4.4.4 No application may be discarded until such time that an independent audit has been completed as contemplated in *clause 4.3* of the Founding Document, and then only in manner as directed by the *Independent Oversight Committee*.

A.5 STATUS

- 5.1 *Addendum E* was approved by the *Independent Oversight Committee* in accordance with *clauses 9.1.5* and *10.2* of the Founding Document on 10 July 2020 through resolution 1/4/2020 and is published as an addendum to the Founding Document in accordance with *clause 10.4* of the Founding Document.
- 5.2 The *Independent Oversight Committee* may amend this Addendum in accordance with *clause 15* of the Founding Document.



ADDENDUM E: Annexure A

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

APPLICATION FORM

Approved by the *Independent Oversight Committee* on 10 July 2020: Resolution 2/4/2020
This form is also available online at <https://www.ecdalliance.org/ecd-support-fund-application/>

All fields marked with an * must be completed									
A. DETAILS OF APPLICANT									
Full name of the ECD programme*									
Please indicate the name of the ECD programme as it appears on the Registration Certificate									
Physical address*									
Town									
Postal code									
GPS coordinates of ECD programme (if available)									
Contact person*									
Telephone number*									
Email address									
B. TYPE OF PROGRAMME*									
Mark only ONE with an X	ECD centre	<input type="checkbox"/>	Playgroup	<input type="checkbox"/>	Toy library	<input type="checkbox"/>	Resource and training organisation	<input type="checkbox"/>	
	Other:	<input type="checkbox"/>	<i>specify</i>					<input type="checkbox"/>	
C. REGISTRATION STATUS									
C.1 Registration in terms of Children's Act 38 of 2005*									
<i>Please use FORM 17 (registration certificate) to complete the below.</i>									
Mark ONE (1) with an X*	Registered in terms of section 97		<input type="checkbox"/>	Conditionally registered in terms of section 97		<input type="checkbox"/>	NOT registered		<input type="checkbox"/>
Date of registration*				Date the validity of the registration expires*					
Number of children registered for*									
C.1a Did your programme have any child with a disability attending during March 2020?*						YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
C.1b If, YES, please indicate the number of children with disabilities									
Please attached a COPY of the FORM 17 Registration Certificate*.									
C.2 Registration in terms of the Non-Profit Organisations Act 71 of 1997									
Date of registration*				NPO Number *					
C.3 Registration in terms as a PBO as per the Income Tax Act of 1962 (complete ONLY if applicable)									
Date of registration				PBO Number					
D. GOVERNANCE									
Please answer all of the questions below									
D.1 Does your organisation have a Constitution?*						YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
If, YES , please note D.3 and continue with D.4				If, NO , please answer D.2					
D.2 Does your organisation have any founding document or similar that sets out how it should be governed?						YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

If, YES , please describe:				
D.3: You DO NOT have to attach a copy of the constitution or founding document, but please note, if deems necessary as part of this application, you may be requested to provide a copy of your organisation's constitution				
D.4 MANAGEMENT BOARD				
Please provide the following information regarding your organisation's management board:				
D.4.1 Date elected/ appointed*:		D.4.2 Total number of board members*		
D.4.3 Details of Management Board Members*				
Please note this information is required for the purpose of verification and will not be shared with any third party or in the public domain				
If the space below is not sufficient, you may add a separate folio clearly marked D.4.3				
Name	Surname	ID number	Designation (on the Board)	Telephone number
D.5 FINANCIAL MANAGEMENT				
Please provide the following information regarding your organisation's financial management				
D.5.1 Last date your financial records were audited or certified by an external party*:				
Please attached a COPY of the above				
D.5.2 Does your organisation have bank account?*			YES	NO
D.5.3 If, YES , please indicate who the signatories are for any withdrawal of funds or making of payments*				
Name	Surname	ID number	Designation in the organisations	Telephone number
D.5.4 Bank account details*	Name of Bank			
	Name of Account			
	Type of account			
	Account number			
	Branch			
	Branch Code			
Please attach PROOF of bank account either through a cancelled cheque, bank statement or similar				
D.5.5 SOURCES OF INCOME				
D.5.5.1 Please provide information regarding sources of income. This information will be treated as confidential				
Name of income source or donor	Amount received for the period below only		Date transferred into your account	
	1 April 2019 to 31 March 2020	1 April 2020 to 30 June 2020		
Fees paid be parents				

D.5.5.2 Did your programme receive subsidy or funding from Government for 2019/2020?						YES		NO		
D.5.5.3 Did your programme receive subsidy or funding from Government from 1 April 2020?						YES		NO		
D.5.5.4 If YES in any of the above to questions, please indicate below:										
GOVERNMENT ENTITY			Amount received in 2019/2020			Amount received 1 April to 30 June 2020				
Department of Social Development										
Department Basic Education										
Department of Health										
Metro / Local municipality										
Other: specify:										
D.5.6 Did your organisation had any RESERVES (INVESTMENTS) on 1 April 2020?*						YES		NO		
D.5.6.1 If YES in D.5.6, please indicate the TOTAL AMOUNT that was in investment on 1 April 2020*										
D.5.6.2 If YES in D.5.6, did you use any part of this investment to cover costs since 1 April 2020?						YES		NO		
D.5.6.3 If YES in D.5.6.2 please indicate the amount withdrawn and used since 1 April 2020.						YES		NO		
D.5.7 CORE OPERATION COSTS										
Please only indicate for the months indicated and only the items that are applicable*										
D.5.7.1 Basic	October 2020	November 2020	December 2020	January 2020	February 2020	March 2020	TOTAL			
Rent										
Electricity										
Water										
Municipal taxes										
TOTAL										
D.5.7.2 Did you request for an exemption or reduction of any of the above?*						YES		NO		
D.5.7.3 If YES, was it successful						YES		NO		
D.5.7.4 Liabilities for core operation costs*										
Please only indicate for the months indicated and only the items that are applicable*										
Basic	APRIL 2020		MAY 2020		JUNE 2020		TOTAL			
	Amount to be paid as on invoice/bill	Amount actually paid	Amount to be paid as on invoice/bill	Amount actually paid	Amount to be paid as on invoice/bill	Amount actually paid	Amount actually paid			
Rent										
Electricity										
Water										
Municipal taxes										
TOTAL										
D.6 PERSONNEL MANAGEMENT										
Please provide the following information regarding your organisation's staffing										
D.6.1 Number of staff employed on 1 March 2020*										
Please indicate the following with regard to the staff employed (has a contractual agreement for employment): Only count a staff member once.										
Manager/ supervisor				Number full time				Number part time		
ECD practitioners/ teachers				Number full time				Number part time		
ECD assistants				Number full time				Number part time		
Administrative				Number full time				Number part time		

Support staff (cooks, cleaners, gardeners, drivers)		Number full time			Number part time									
TOTAL		Full time			Part-time									
D.6.2 Number of staff employed on THE DATE OF THIS APPLICATION*														
Please indicate the following with regard to the staff employed (has a contractual agreement for employment): Only count a staff member once.														
Manager/ supervisor		Number full time			Number part time									
ECD practitioners/ teachers		Number full time			Number part time									
ECD assistants		Number full time			Number part time									
Administrative		Number full time			Number part time									
Support staff (cooks, cleaners, gardeners, drivers)		Number full time			Number part time									
TOTAL		Full time			Part-time									
D.6.3 UIF														
Are your staff registered for UIF*		YES, ALL staff			YES, SOME staff									
If YES, please answer D.6.3.1 / If NO, please answer D.6.3.2					YES		NO							
D.6.3.1 If YES, did the staff claim UIF					YES		NO							
D.6.3.2 If NO, please confirm and complete the undertaking below to be eligible for consideration in terms of clause 6.2.2.5 of the Founding Document.														
I undertake, on behalf of and duly authorised for the applicant, to abide with the provisions of the BCEA and will register ALL staff in the employment of this organisation/ programme within a period of six week for UIF.						YES	NO							
D.7 STAFF PROFILE*														
Please note this information is required for the purpose of verification and will not be shared with any third party or in the public domain														
If the space below is not sufficient, you may add a separate folio clearly marked D.7														
Please note that proof of the contractual agreement between the employer and the staff members below may be requested														
Name	Surname	ID number	Gender		Date of employment (dd/mm/yyyy)	Employment status: Fulltime (F) or Part time (PT)		Post/designation	Telephone	Email (if available)	Gross monthly salary	UIF registered Yes/No		Highest ECD qualification
			M	F		FT	PT					Y	N	

E. AFFILIATIONS

Please indicate any affiliation or memberships to network organisations

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



Name of network organisation/ association/ forum	Date since when your organisations are part of this network
1.	
2.	
3.	
4.	
F. MOTIVATION	
Please provide a short motivation, <u>not exceeding 500 words</u> , why you apply for support from the ECD-Support-Fund	

DECLARATION

I, the undersigned, declare that I am duly authorised by the organisation contemplated in section A (the organisation) to submit this application to the ECD-Support-Fund and that the information provided in this application is truthful and correct.

Furthermore, I:

...confirms that I have study the contents of the Founding Document (available here) and understand the criteria, terms and conditions association with this application, as well as the utilisation of any grant paid by the ECD-Support-Fund, should this application be successful.

...understands that the decision for the allocation of funding and the amount that may be payable rests solely with the ECD-Support-Fund's *Independent Oversight Committee*, guided by the Founding Document and criteria set by the *Independent Oversight Committee* as provided for in the aforementioned document and any addendums thereto.

...read and understand the terms and conditions as set out as part of this application form as well as described in *Addendum A* of the Founding Document.

...agree that the decision of the *Independent Oversight Committee* as contemplated in clause 6.4 of the Founding Document.

...understands that, should this application be successful, the organisation shall be responsible to account for the utilisation of the funds as determined by the *Independent Oversight Committee* and shall account to the *Independent Oversight Committee* as prescribed.

...understand and agree that the *Independent Oversight Committee* may contact any member of the management board whose name appears in this application for the purpose of verifying all or part of the information provided.

...understand and agree that the *Independent Oversight Committee* may contact any staff member whose name appears in this application for the purpose of verifying his or employment before a decision is made regarding this application and/or contact a staff member, if the application is successful, to verify whether the conditions in relation to the payment of salaries link to funding allocated by the ECD-Support-Fund was paid to a staff member.

Signed at _____ on this _____ day of _____ 2020

On behalf of applicant



Full names: _____

Contact number: _____

Terms and conditions (summary):

The following terms and conditions apply with respect to all applications for support from the ECD-Support-Fund:

1. The provisions of the *Founding Document of the ECD-Support-Fund* and Addendums thereto that apply to applications.
2. Only applicants that meet the criteria as set out in clause 5.2 of the Founding Document will be considered.
3. ECD programmes that apply must be 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.
4. ECD programmes and organisations that provide direct support to early childhood development programmes in accordance with clause 5.2.5 of the Founding Document that apply 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.
5. ECD programmes and organisations that provide direct support to early childhood development programmes in accordance with clause 5.2.5 of the Founding Document that apply need 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. Any decision by the *Independent Oversight Committee* whether to allocate funding or not, the amount to be allocated and the conditions related to the allocation of funding shall be final.

---o0o---



ADDENDUM F PROCEDURES FOR THE ALLOCATION AND DISBURSEMENT OF FUNDS FROM THE ECD- SUPPORT-FUND

Approved by the *Independent Oversight Committee* on 10 July 2020: Resolution 1/4/2020

F.1 INTRODUCTION

- 1.1 *Addendum F* gives effect to *clauses 9.1.6* and *11* of the Founding Document and was developed and approved by the *Independent Oversight Committee* in terms of *clause 9.1.6*.
- 1.2 This Addendum should be read in conjunction with the Founding Document and other Addendums thereto.
- 1.3 The *Independent Oversight Committee* may amend *Addendum F* from time to time in accordance with *clause 15.3* of the Founding Document.
- 1.4 The terms and conditions set out in this Addendum are subject to *clause 5* of the Founding Document that deals with the criteria for eligibility.

F.2 GUIDING PRINCIPLES

- 2.1 The procedures for the allocation and disbursement of funds from the ECD-Support-Fund shall be subject to the provisions of the Founding Document.
- 2.2 Funds will only be disbursed to qualifying beneficiaries within the 30 days after the constitution of the *Independent Oversight Committee* should enough funding be available as contemplated in *clause 6.2.1.2* of the Founding Document.
- 2.3 Under the direction of the *Independent Oversight Committee*, the ECD Support Fund aims to support the timely allocation of the funds raised and disbursement of donor resources to the needs to ECD organisations that meet the criteria approved and communicated by the *Independent Oversight Committee*. In order to meet this goal, the ECD Support Fund will follow a streamlined process used for rapid and flexible allocation of funds raised. This process has been detailed below.
- 2.4 Funding permitting, allocations will occur monthly based on funds available . The *Independent Oversight Committee* publishes an allocation call for proposals that specifies the criteria and activities eligible for funding. These include strategic and technical criteria to which project proposals must adhere to.
- 2.5 Records will be kept as determined and approved by the *Independent Oversight Committee* regarding the allocation, disbursement and reporting of funds from the ECD-Support-Fund.

F.3 ADMINISTRATION

- 3.1 The administration linked to the review of applications by the *Independent Oversight Committee* and the allocation and disbursement of funds to beneficiaries shall be linked to the administrative procedures as set out in *Addendum E*.
- 3.2 The written agreement between the *Independent Oversight Committee* and the beneficiary contemplated in paragraph 6.2.3 shall be a standard contract letter notifying the applicant on the decision of the *Independent Oversight Committee* on the grant amount and approved activities. The contract letter is to be signed and returned along with the banking details of the applicant and stamped/verified by its bank, if not included already as part of the proposal, and submitted to the ECD Support Fund. Furthermore, a deadline to report (narrative with

- indicators and financial) to the ECD-Support-Fund will be included in the contract letter as well.
- 3.3 The provisions and processes as set out in paragraphs 4.3 and 4.4 shall be executed by the administrator of the ECD-Support-Fund, should such a person be in place, or person designated by the *Independent Oversight Committee* to assist with this, and be overseen by the Secretary of the *Independent Oversight Committee*.
- 3.4 The provisions of paragraph 6.2 shall be executed by the administrator of the ECD-Support-Fund, should such a person be in place, or person designated by the *Independent Oversight Committee* to assist with this, and be overseen by the Deputy Chairperson of the *Independent Oversight Committee*.
- 3.5 The provisions of paragraph 6.3 shall be executed by the administrator of the ECD-Support-Fund, or person designated by the *Independent Oversight Committee* to assist with this, and be overseen by the Treasurer of the *Independent Oversight Committee*.

F.4 REVIEW, APPROVAL AND ALLOCATION OF FUNDS

4.1 The *Independent Oversight Committee* will receive and review all applications that are referred to it in accordance with paragraph 4.3 of *Addendum E* of the Founding Document.

4.2 The review of every application referred to the *Independent Oversight Committee* in accordance with paragraph 4.1 shall be subject to:

- (a) The provisions of the Founding Document;
- (b) The terms and conditions as set out in *Addendum A*;
- (c) Any other additional matter that the *Independent Oversight Committee* may decide upon in terms of *clause 6.2.5* of the Founding Document.

4.3 Review of proposals

4.3.1 The *Independent Oversight Committee* may designate a minimum of three (3) members (Review Panel) at a time to:

- (a) review all proposals referred to it in accordance with paragraph 4.1 based on set criteria;
- (b) assist in verifying any information as deemed necessary with regard to any proposal;
- (c) make recommendations to the *Independent Oversight Committee* with regards to each proposal, subject to *clauses 9.1.3, 9.1.4, 9.1.7, and 9.1.8* of the Founding Document in respect of:
 - (i) eligibility for funding through the ECD-Support-Fund;
 - (ii) proposed amount to be allocated;
 - (iii) proposed period for allocation;
 - (iv) proposed conditions for allocation;
 - (v) any risks associated with an allocation to a specific applicant;
 - (vi) proposed manner of accountability after allocation;
- (d) In the case where a Review Panel does not recommend the approval of an application, sufficient reasons shall be provided to the *Independent Oversight Committee* in this regard; and
- (e) provide any other information that a Review Panel deems necessary to provide to the *Independent Oversight Committee*.



- 4.3.2 The Review Panel established in terms of paragraph 4.3.1 shall submit all information pertaining to a review together with the proposal of the applicant to the *Independent Oversight Committee* within 5 working days.
- 4.3.3 The Review Panel does not have the authority to make any decision, allocation or disbursement on behalf of the *Independent Oversight Committee*.
- 4.3.4 Notwithstanding the recommendation of the Review Panel in terms of paragraphs 4.1.3(c) and (d), the final decision regarding the approval of an application and the funds to be disbursed rests solely with the *Independent Oversight Committee*.

4.4 Approval of proposals

- 4.4.1 The *Independent Oversight Committee* has the sole responsibility to approve or reject a proposal by an applicant in accordance with the provisions of the Founding Document and the Addendums thereto.
- 4.4.2 The *Independent Oversight Committee* may only review and approve proposals, subject to the majority of the members being present at a meeting in accordance with clause 9.8.2 of the Founding Document, subject to paragraph 4.4.3.
- 4.4.3 The *Independent Oversight Committee* may review and approve proposals through a mail poll via email in extraordinary circumstances, by direction of both the Chairperson and Deputy Chairperson, subject to:
 - (a) a reason be provided on why the review and approval cannot be done through an ordinary or extraordinary meeting of the *Independent Oversight Committee*.
 - (b) All documents required in accordance with paragraph 4.4.4 reach all members three (3) working days before a decision is being made.
 - (c) That the majority of the members responds via email with a clear indication whether they approve/not approve a proposal(s) by the deadline set by the Chairperson/Deputy Chairperson.
- 4.4.4 Every proposal that needs to be reviewed and decided upon by the *Independent Oversight Committee*:
 - (a) must be submitted to all members of the *Independent Oversight Committee* a minimum of three (3) working days prior to a meeting;
 - (b) must be reviewed by members prior to the meeting;
 - (c) may not be shared by any member with any third party; and
 - (d) may not be discussed by any member with the applicant.
- 4.4.5 The *Independent Oversight Committee* needs to make every effort to make a decision with regard to the approval or rejection of a proposal by consensus. However, should this not be possible, the Chairperson may call for a vote, subject to paragraph 4.4.6, and the simple majority as contemplated in clause 9.8.2 shall carry the decision of the *Independent Oversight Committee*.
- 4.4.6 In case of a vote as contemplated in paragraph 4.4.6:
 - (a) the chairperson shall request each member to indicate their vote verbally by indicating whether he or she approves or rejects the proposal or abstain.
 - (b) If there is a tie in the voting, no casting vote may be done, and the *Independent Oversight Committee* needs to resolve this through another round of voting, providing that members may allow in this case to put arguments forward either for the approval or against the approval of an application, before another round of voting is done.



- (c) If there is for the second time a tie in the votes, the Chairperson, Deputy Chairperson and Treasurer's votes shall be deemed to be the casting vote of at least 2 out of 3;
 - (d) Any member that has any conflict of interest with regard to a proposal is not allowed to vote and is subject to the provisions of paragraph 4.4.7
- 4.4.7 Any member that has a direct interest in an application either by formal association, employment or any other manner that may jeopardise his or her impartiality with respect to the review of an application in terms of paragraphs 4.3.1 and 4.4.2 to 4.4.7:
- (a) Must declare such conflict of interest immediately when he or she becomes aware of it to the Chairperson and the Secretariat;
 - (b) May not participate in any form or manner in the review and/or approval of such an application;
 - (c) May not be present when such an application is discussed or voted upon by the *Independent Oversight Committee* and shall recuse himself/herself, for that part of the meeting.

F.5 ALLOCATION OF FUNDING TO THE INDEPENDENT OVERSIGHT COMMITTEE

- 5.1 The *Independent Oversight Committee* is responsible to determine and allocate the amount of funding that may be disbursed to an application approved in accordance with paragraph 4, subject to paragraphs 5.2 to 5.6.
- 5.2 The allocation of funding for an approved proposal or approved proposals may not exceed the actual funding available in the ECD-Support-Fund.
- 5.3 The *Independent Oversight Committee* is not obliged to allocate funding to all approved applications, if there is not sufficient funding available, and may:
- 5.3.1 Prioritise the allocation of funding in accordance with paragraph 5.4;
 - 5.3.2 Place applications on a waiting list in a priority order, while awaiting more funding; and/or
 - 5.3.3 Decide that, subject to paragraph 5.3.1 and 5.4 that certain approved applications are not of a priority for funding.
- 5.4 In the case where the *Independent Oversight Committee* needs to prioritise the allocation of funding for approved applications, the following criteria shall apply:
- 5.4.1 The criteria as set out in paragraph 3.9 of *Addendum A* shall be applied for priority setting, taking into account:
 - (a) risks
 - (b) current liquidity
 - (c) sustainability
 - (d) other income
 - (e) time of application
 - 5.4.2 Due consideration to the following:



- (a) section 93(4) of the Children's Act 38 of 2005, which requires priority be given to programmes in poor communities and those making ECD opportunities available to children with disabilities⁵;
- (b) geographical balance of provinces and districts;
- (c) urgency, linked to concrete factors; and
- (d) actual funding received since 1 April 2020 through donors and/or subsidy from government.

- 5.4.3 The guiding principles as set out in paragraph A.2 of *Addendum A*.
- 5.5 The minimum amount to be allocated shall not be less than as determined in paragraph 5.2.5 of *Addendum A*.
- 5.6 All decisions for the allocation of funding from the ECD-Support-Fund shall be approved by the *Independent Oversight Committee* and reflected in the minutes of the meeting.

F.6 DISBURSEMENT OF FUNDING BY THE INDEPENDENT OVERSIGHT COMMITTEE

- 6.1 Funds from the ECD-Support-Fund may only be disbursed to an applicant after an application was approved and the amount of funds to be disbursed was allocated in accordance with paragraph F.5.
- 6.2 Funding may only be disbursed subject to the following conditions:
- 6.2.1 after the applicant has been informed that the application was successful with an indication of the amount to be disbursed.
 - 6.2.2 after the applicant has been informed in writing about any terms, condition and requirements in relation to the use of the allocated funding and how the applicant needs to account for the funding received and agreed thereto. This shall include that the beneficiary be informed and agreed that the name of the beneficiary, amount allocated as well as geographical location in terms of province, shall be published on the website.
 - 6.2.3 the applicant's valid bank account, with the required proof that the bank account exists, for the transfer of funding has been confirmed.
 - 6.2.4 A written agreement in the form of *Annexure F-A* between the applicant and the ECD-Support-Fund.
- 6.3 Funds from the ECD-Support-Fund shall only be transferred through an electronic bank transfer, subject to the following:
- 6.3.1 Subject to written proof of the provisions of paragraphs 6.1 and 6.2.
 - 6.3.2 Funds will be transferred in one lumpsum per beneficiary.
 - 6.3.3 Subject to two of the following signatories for the approval of transfer of funds from the bank account as designated by the *Independent Oversight Committee*:
 - (a) The Chairperson; or
 - (b) The Deputy Chairperson; or

⁵ s93(4): The funding of early childhood development programmes must be prioritised—
(a) in communities where families lack the means of providing proper shelter, food and other basic necessities of life to their children; and
(b) to make early childhood development programmes available to children with disabilities.



- (c) The Secretary; and
- (d) A representative of NECDA
- (e) A representative of SA Congress for ECD

F.7 ACCOUNTABILITY AND REPORTING OF BENEFICIARIES

- 7.1 A beneficiary receiving funds from the ECD-Support-Fund is obliged to account for funding received, subject to paragraph 6.2.
- 7.2 The accounting and reporting of funds received by a beneficiary serve to ensure:
- 7.2.1 that the funding is spent for the purpose that it was allocated and disbursed;
 - 7.2.2 that the *Independent Oversight Committee* can account to the donors and contributors to the ECD-Support-Fund.
 - 7.2.3 that the *Independent Oversight Committee* can ascertain the impact of the ECD-Support-Fund.
 - 7.2.4 that the *Independent Oversight Committee* provides transparency and ultimately uphold the values and purpose of establishing the fund.
- 7.3 The following reporting is required from a beneficiary that received funding:
- 7.3.1 To acknowledge receipt of funds received from the ECD-Support-Fund within 5 working days after it is reflected in the beneficiary's bank account.
 - 7.3.2 To provide a written report that contains the following information with documentary proof where applicable:
 - (a) the status of the current operations of the beneficiary;
 - (b) how the funding from the ECD-Support-Fund contributed to the sustainability of the early childhood development programme;
 - (c) *Direct beneficiaries*: Staff members that benefit from the funding received, with proof that the funding allocated for salaries was disbursed to each staff member as indicated in the original proposal;
 - (d) *Indirect beneficiaries*: Description of children being reached after the funding was received and the sustained operations;
 - (e) any additional information that may be required and was indicated when the grant was allocated in terms of paragraph 6.2.2;
 - (f) beneficiary testimonies and photographs; and
 - (g) a short financial report that indicated that all the funds were expended.
 - 7.3.3 The written report required in terms of paragraph 7.3.2 should not exceed two typed A4 folios (or 3 handwritten A4 folios in an eligible handwriting), excluding sub-paragraphs (e) and (f) and the *Independent Oversight Committee* may provide a standard fill-in template if it deems appropriate.
 - 7.3.4 The written report required in terms of paragraph 7.3.2 must be submitted to the *Independent Oversight Committee* as follows:
 - (a) for beneficiaries receiving R30,000 of less, within 30 calendar days of date of receipt of funding; or
 - (b) for beneficiaries receiving more than R30,000, within 60 calendar days of the date of receipt of funding.

F.8 GENERAL REPORTING ON DISBURSEMENT TO BENEFICIARIES



- 8.1 The *Independent Oversight Committee* shall publish on its webpage a list that contain the following of every beneficiary:
- (a) Name of beneficiary
 - (b) Location (province)
 - (c) Amount allocated

F.9 STATUS

- 9.1 *Addendum F* was approved by the *Independent Oversight Committee* in accordance with *clauses 9.1.6 and 11* of the Founding Document on 23 July 2020 through *Resolution 1/5/2020* and is published as an addendum to the Founding Document in accordance with *clause 11* of the Founding Document.
- 9.2 The *Independent Oversight Committee* may amend this addendum in accordance with *clause 15* of the Founding Document.

---oOo---