

## **BYLAWS OF THE SASKATCHEWAN COUNCIL FOR INTERNATIONAL COOPERATION**

### **Article I – Interpretation**

1. The “Act” shall refer to the Non-profit Corporations Act, 1995, Chapter N-4.2.
2. In all Bylaws of the Saskatchewan Council for International Cooperation (hereinafter called “the Council”), the “person” shall include corporations and societies.
3. “Special Resolution” means a resolution passed by a majority of not less than two-thirds of the votes cast by the members who voted in respect of that resolution.
4. Except where otherwise specified, “member” shall mean “full member.”

### **Article II – Objects**

1. In accordance with its Mission of promoting global understanding, co-operation, peace and justice, the objects of the Council are:
  - a) To advise, encourage, and support discussion and co-operation among agencies and groups in Saskatchewan interested in world development;
  - b) To provide a basis for effective communication and action among agencies and groups to increase public (including government, business, etc.) awareness of world development issues;
  - c) To support agencies and groups in their activities directed to world development;
  - d) To raise, receive, administer, and allocate funds and other means of support in the interests of development education and action;
  - e) To engage in development education and to support other agencies, groups, and individuals in increasing public awareness of development issues;
  - f) To act on behalf of specific members with their approval in such areas as consultation with governments and other bodies either public or private, publication of statements and declarations, supporting and engaging in development education and action, and generally supporting their interests in the area of world development; and
  - g) For the objects aforesaid, to carry on printing and publishing and to distribute literature.

### **Article III - Membership**

1. Full and Associate membership in the Council is restricted to eligible organizations.
2. Membership in the Council shall consist of:
  - a) Full members; and
  - b) Probationary members; and
  - c) Associate members
3.
  - a) Full Members in good standing are entitled to all rights of membership, including the right to two voting delegates at any annual or special meeting
  - b) Probationary and Associate Members are entitled to all rights of membership with the exception of access to matching grants and the right to vote.

4. Organizations are eligible for full membership if they meet the appropriate criteria appended hereto and incorporated into these bylaws, and are approved by the membership following a probationary period as hereinafter provided.
5. Applicants for full membership shall submit an application package as determined by the Board. Upon approval by the Board, a resolution shall be forwarded to the subsequent Annual General Meeting recommending that the applicant be accepted as a probationary member.

Upon approval by ordinary resolution at the Annual General Meeting and payment of the annual membership fee, the organization shall remain a probationary member for two years with all of the rights and obligations of membership, except having access to matching grants and the right to vote at the Annual General Meeting. Upon completion of the two years probation, the Board can submit a resolution to the AGM recommending that the probationary member can be accepted for full membership in the Council. SCIC Associate Members who have been in good standing for at least two years may, when applying for full membership, request to have the probationary period waived upon receipt and review of financial statements and annual reports for the previous two years.

6. Applicants for associate membership will be reviewed by the member services committee and ratified by the SCIC Board and presented for information at the AGM. All full members are bound to submit audited financial statements and other financial or administrative information to the Board of Directors as required for purposes of seeking funds in the form of matching grants and for accounting for the spending of such funds.
7. All members are bound by the principle that there shall be spent for the purposes of development education within Saskatchewan an amount equal to the prescribed percentage of the private funds raised for world development by each member in Saskatchewan; and specifically, each member is bound to contribute from the funds so raised to a pool for programs of development education designated by the Council an amount equal to a percentage of the "Matching Grants" received by it from the Government of Saskatchewan, the percentage to be determined annually by a resolution at the Annual General Meeting, which percentage shall in no case be less than 2 ½ percent or more than 7 ½ percent, and that, if no such resolution is passed the percentage shall be 2 ½ percent.
8. All members receiving funds for overseas projects from the Matching Grants in Aid Program (MGAP) and agencies receiving funds from the Saskatchewan Emergency Assistance Program (SEAP) are bound to contribute to the administrative expenses incurred by the Council in administering these programs, based on the following principles and procedures:
  - a) The Council's expenses for administering these programs shall be met, but not exceeded, by the total of program administration fees received from:
    - 1) the government of Saskatchewan,
    - 2) member agencies receiving MGAP funds,
    - 3) agencies (members or others) receiving SEAP project funds, and
    - 4) other related sources, if any.

- b) Administration fees paid to the Council by an agency (member or other) for its allocation of MGAP and SEAP funds will be based on and proportional to that agency's allocation of project funds.
  - c) The Council will annually provide members with and consult them on MGAP revenues and expenses, which information shall be approved annually by a resolution at the Council's Annual General Meeting.
  - d) SEAP administration fees paid to the Council by agencies (members or others) receiving project funds in the current year shall be calculated as a percentage of each agency's share of program expenses equivalent to the percentage of each agency's allocation of total SEAP funds in the current year.
  - e) MGAP administration fees paid to the Council by members receiving project funds in the current year shall be calculated as a percentage of each member share of program expenses equivalent to the percentage of each member allocation of total MGAP funds in the current year.
  - f) Members receiving MGAP funds in the current year, but which did not receive MGAP funds in the previous year, shall pay an administration fee at a percentage equivalent to that paid by other on average, based on the formula in item e) and as approved by at the Annual General Meeting in item c).
9. The Council is permitted to retain a portion of government and other funds that have been given to the Council for allocation to members. No portion of such funds shall be retained unless required to fulfil conditions specified by the funding body or to properly account for the administration of such funds. In addition, no portion of such funds shall be retained except by approval of the general membership and as based upon the method of assessment approved by it.
10. The annual membership fee may be adjusted from time to time at a General Meeting of the Council.
11. Subject to paragraphs 8, 9, and 10, the funds, or a portion thereof, received in the form of matching grants by the Council are in no way to be considered the property of the Council unless specifically designated as such by the individual members concerned or the funding body from which they originate.
12. Any member who wishes to withdraw from membership in the Council may notify the Board of Directors in writing to that effect and on receipt by the Board of Directors of such notice, the member shall cease to be a member.
13. Any dispute regarding the conduct of Member Organizations as described in the Code of Ethics will be resolved confidentially through the Dispute Resolution Procedure [in addendum] notwithstanding any other bylaws. Members may, after recourse to the Dispute Resolution Procedure, by a two-thirds (2/3) vote at an annual or special meeting pass a resolution to expel or suspend any member whose conduct shall be determined by the members to be improper, unbecoming, or likely to endanger the interest or reputation of the Council.

14. Members shall be notified of the dues or fees payable by them and, if any are not paid within 30 days of the date of such notice of, that member shall no longer be a member in good standing.
15. Upon determination that a member does not meet the criteria of the Council, any annual or special general meeting may declare such member to be a probationary member. Such probationary member may be readmitted to membership as a full member by an ordinary resolution passed at the next general meeting of the membership, provided that the period of probation may be extended for an additional period as the membership by ordinary resolution shall determine. The vote taken on the resolution readmitting a probationary member to full membership shall be by secret ballot.
16. Any member who resigns, withdraws, or is expelled from the Council shall forthwith forfeit all right, claim, and interest arising from or associated with membership in the Council.
17. Cessation of membership shall in no way relieve a (former) full or associate member of any obligations to the Council by virtue of its having been a member except by specific resolution of the Board to this effect.

#### **Article IV - General and Special Meetings**

1. The Annual Meeting of the Council shall be held each year not later than fifteen months after holding the last preceding annual meeting. This meeting shall take place within the Province of Saskatchewan at a place and on a date to be fixed by the Board of Directors.
2. Any special meeting of the members shall be held at such place in Saskatchewan and on such date as the Directors shall determine.
3. Notice of the time and place of a meeting of members shall be sent not less than twenty-two days or more than fifty days before the meeting:
  - a) to each member entitled to vote at the meeting;
  - b) to each Director;
  - c) to the auditor of the Council
4. At every Annual Meeting, in addition to any other business that may be transacted, the report of the Directors, the financial statement, and the report of the auditor shall be presented and the Board of Directors elected and auditors appointed for the ensuing year.
5. No error or omission in giving notice of any Annual Meeting, General Meeting, or Special Meeting or any such adjourned meeting shall invalidate such meeting or make void any proceedings taken thereat and any member may at any time waive notice of any such meeting and may ratify, approve, and confirm any or all proceedings taken or had thereat. For the purpose of sending notice to any Member, or Director, for any meeting or otherwise the address of any Member or Director shall be his/her last address recorded on the books of the Council.

6. One third (1/3) of the members in good standing and present in person shall form a quorum at the Annual General Meeting or any adjournment thereof. In the event that one third (1/3) of the said members are not present at the hour given in the notice of the meeting, the meeting shall stand adjourned for 15 minutes and at the expiration of the said 15 minutes, the members then present will constitute a quorum. Any meetings of the Council or of the Directors may be adjourned to any time and from time to time and such business may be transacted at such adjourned meeting as might have been transacted at the original meeting from which such adjournment took place. No notice shall be required of any such adjournment except where the period from the time of the original meeting to the proposed time of the adjourned meeting exceeds one week. However, information regarding any adjournment shall be made available during this period to any member upon request.
7. Votes of members in good standing shall be given in person only.
8. At all meetings of the Council, every question shall be decided by a majority of the votes of the members present in person. Every question shall be decided in the first instance by a show of hands unless a poll be demanded by any member. Upon a show of hands, every member delegate having voting rights shall have one vote and unless a poll be demanded, a declaration by the Chair that the resolution has been carried or not carried and an entry to that effect in the minutes of the Council shall be sufficient evidence of the fact without proof of the number or proportion of the votes accorded in favour of or against such resolution. The demand for a poll may be withdrawn, but if a poll be demanded and not withdrawn, the question shall be decided by a majority of the votes given by the member delegates present in person and such poll shall be taken in such manner as the Chair shall direct and the result of such poll shall be deemed the decision of the Council in General Meeting upon the matter in question. In case of an equality of votes at any General Meeting, whether upon a show of hands or at a poll, the Chair shall be entitled to a casting vote.

#### **Article V - Board of Directors**

1. The affairs of the Council shall be managed by a Board of Directors. The Board shall be composed of not less than six Directors and no more than twelve Directors. Any person other than a corporation or society may stand for election to the Board of Directors provided that he or she is nominated by a member agency, which nomination shall be seconded by another member agency. Any such person elected to the Board of Directors shall not represent any member agency but shall thereafter represent the Council. Each Director shall be elected to hold office for two years until the second annual meeting of the Council after his or her election, or until a successor shall have been duly elected and qualified. At each annual meeting those on the Board who have completed a two-year term shall be retired, but shall be eligible for re-election if otherwise qualified. No one may serve more on the Board than five consecutive terms, but may run for election again after one year's absence. Election may be by a show of hands unless a ballot be demanded by any member.
2. The Directors shall have and exercise all the powers of the Council as fully and completely as the Council could in General Meeting, subject always however, to the provisions of the Act and the Bylaws.

3. The members of the Council may by resolution passed by at least two-thirds of the votes cast a general meeting of which notice specifying the intention to pass such resolution has been given, remove any Director before the expiration of his/ her term of office, and may, by a majority of the votes cast at that meeting, elect any person in his/ her stead for the remainder of his/ her term.
4. A Director whose conduct shall be determined by the members to be improper, unbecoming, or likely to endanger the interest or reputation of the Council or who wilfully commits a breach of the bylaws of the Council has shown cause for his/ her removal.
5. A Director who fails to attend three consecutive meetings of the Board of which (s)he has been duly notified and/ or fails to attend three consecutive meetings of the Board Committee upon which (s)he has agreed to serve and of which (s)he has been duly notified, unless his/her absence has been explained to the satisfaction of the Board, has shown cause for his/her removal.
6. Vacancies in the Board of Directors, however caused, may so long as the minimum number of Directors remain in office, be filled by the Directors if they shall see fit to do so. Otherwise, such vacancies shall be filled at the next Annual Meeting of the members at which Directors for the ensuing year are elected. But if there is the minimum number of Directors, the remaining Directors shall forthwith call a meeting of the members to fill the vacancy.
7. A majority of sitting Directors shall constitute a quorum for the purpose of a meeting for the Directors. The Board of Directors may hold its meeting at any such place or places within the Province of Saskatchewan as it may from time to time determine. No formal notice of any such meeting shall be necessary if all the Directors are present, or if those absent have signified their consent to the meeting being held in their absence. Director's meetings may be formally called by the President or by the Secretary on direction in writing of three Directors. Notice of such meetings shall be given to each director not less than seven days before the meeting is to take place. The Directors may consider or transact any business either special or general at any meeting of the Board. Questions arising at any meeting of the Directors shall be decided by a majority vote. Each director shall be entitled to one vote. In the case of a tie, the motion fails unless the Chair has not voted, in which case the Chair could vote to break the tie.
8. All votes at any Directors Meetings shall be taken by ballots if so demanded by any Director present, but if no demand is made, the votes shall be taken in the usual way by assent or dissent. A declaration by the Chair that the resolution has been carried and an entry to that effect in the minutes shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. In the absence of the President, his duties may be performed by the Vice-President or such other Director as the Board may from time to time appoint for that purpose.
9. The requirement to give notice of any meeting or of information pertaining to any meeting may be waived by any Director.

10. A resolution in writing signed by all the Directors personally shall be as valid and effectual as if it has been passed at a meeting of Directors duly called and constituted.
11. The Board of Directors shall meet at least once each year in addition to any Board meeting held at or around the time of the Annual General Meeting of the Council.
12. The Board of Directors may from time to time authorize the employment of such persons as they deem necessary to carry out the objects of the Council and such persons shall have such authority and shall perform such duties as from time to time may be prescribed by the Board.
13. Reimbursement amounts to be paid to the Directors for expenses incurred for SCIC business, shall be in such amounts as the Board may from time to time determine.
14. The Board of Directors shall annually elect from among their number a President, Vice-President, Secretary, and Treasurer to carry out the objectives of the Council. In the event that any officer is unable to complete their term the Board of Directors shall elect a replacement. No one may serve more than three consecutive years in any one office. No person may hold more than one office.
15. The duties of all Directors of the Council shall be such as the terms of their engagement call for or the Board of Directors requires of them.
16. The President shall, when present, preside at all meetings of the members of the Council and of the Board of Directors. The President shall also be charged with general management and supervision of the affairs and operations of the Board.
17. The Vice-President shall assume the duties of the President in the absence of the latter.
18. The Treasurer collaborates with appropriate staff to provide to the Board of Directors regular reports on the financial position of the Council. (Other duties may be from time to time determined by the Board of Directors.)
19. The Secretary shall Chair the Membership Committee and be responsible for overseeing matters of membership criteria and status, including issues related to the Code of Ethics. The Secretary shall also ensure that minutes are recorded at each Board meeting, Annual General Meeting and other special meetings of Members as may be provided for in the Bylaws.
20. Signing officers for the Council shall be determined by the Board of Directors.
21. The Board may at any time appoint or request the membership to elect one or more of the Directors to constitute a committee or committees of the Board, the Chair of which shall be a Director. The Chair of the Committee of the Board shall have the right to appoint members to the Committee subject to Board approval, such members being in good standing with the Council or probationary members. A quorum of a committee may meet at stated times on notice to all of their own number. The Board may delegate to such committees authority to exercise such of its powers as the Board may delegate.

22. At any time, any group of two or more members may form a Committee for the purposes of pursuing a particular purpose that lies within the objects of the Council. Such committee shall not at any time act or give the appearance of acting in the name of the Council except as specifically designated by the Board and subject to the limitations thereof and to the object and Bylaws of the Council.

#### **Article VI - Borrowing Powers**

1. For the purpose of carrying out its objectives, the Council may borrow or raise or secure payment of money in such manner as it sees fit, subject to the limitations specified in the Bylaws of the Council or by any resolution of the Board or the membership.

#### **Article VII - Audit of Accounts**

1. The financial records of the Council shall be audited at least once each year by a duly qualified accountant. A complete and proper statement of the standing of the books for the previous year shall be submitted to the Annual Meeting pursuant to the requirements of the Act. The fiscal year of the Council shall be from April 1 to March 31.

#### **Article VIII - Amendment of Objects and Bylaws**

1. The objects and bylaws of the Council shall not be altered, rescinded or added to except by special resolution of the Council. All members shall be notified of any proposed bylaw changes in writing at least 22 days in advance of the AGM or special meeting.

#### **Article IX - Council Records**

1. All accounts and books of the Council shall be kept in the Council office and be open for inspection by the members upon request and upon reasonable notice.

#### **Article X - Winding Up**

1. Subject to the Act, in the event of dissolution of the Council, its property and assets shall after payment of all liabilities be donated to one or more recognized charitable organizations in Canada having objects similar to those of the Council as may be decided by the Council at a General Meeting.

**Saskatchewan Council for International Cooperation**  
**CRITERIA FOR FULL MEMBERSHIP**

1. Acceptance in writing of the SCIC Mission Statement, Development Principles, Bylaws, and criteria for overseas development projects and development education projects.
2. Be federally or provincially incorporated as a non-profit, non-governmental organization for a period of at least two years.
3. Have as one of its major candidates/ activities direct involvement in non-proselytizing international development projects and/ or international development education in Saskatchewan.
4. Have an identifiable provincial or local constituency of supporters and a program of activities geared to its local members.
5. Agreement by the agency to participate in the funding of SCIC and its programs as outlined in the SCIC bylaws.
6. Agreement to provide at least one local Saskatchewan representative to participate in the governance and programs/ activities of the Council.
7. Involvement in overseas development programming consistent with SCIC overseas projects criteria.
8. Involvement in international development education programming with members, supporters, or the general public in Saskatchewan consistent with SCIC development education project criteria.
9. Involvement in Public Engagement on international development issues.
10. Comply with the SCIC Code of Ethics.
11. Comply with the SCIC Policy on Multiple Memberships.

**Saskatchewan Council for International Cooperation**  
**CRITERIA FOR ASSOCIATE MEMBERSHIP**  
**(INSTITUTIONAL / ORGANIZATIONAL)**

1. Acceptance in writing of the SCIC Mission Statement and development principles.
2. Support non-proselytizing international development education in Saskatchewan or international development projects.
3. Have an identifiable provincial or local constituency of supporters and a program of activities geared to its local members.
4. Comply with the SCIC Policy on Multiple Memberships.

**ADDENDUM**  
**Saskatchewan Council for International Cooperation**  
**MULTI-STEP DISPUTE RESOLUTION PROCEDURE**

Disputes arising out of the Code of Ethics shall be resolved in accordance with the procedures specified herein below.

**NEGOTIATION**

If a complaint is filed regarding the conduct of a Member Organization or a Member Organization is deemed non-compliant pursuant to the Code of Ethics, the parties (SCIC and alleged violating Member Organization) shall meet to determine if the complaint is founded. The parties will examine circumstances to determine if a breach of the code of ethics has occurred. If a breach of conduct has occurred, the parties shall attempt [in good faith] to resolve any dispute arising out of or relating to the code of ethics promptly by negotiation between executives who have authority to settle the controversy.

If the dispute has not been resolved by the informal negotiation provided above, notice may be given to progress to formal negotiation. Any person may give the other party written notice of any dispute not resolved in the normal course of business. Within 14 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of that party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. The parties shall confer in person at a mutually acceptable time and place or by telephone within 60 days after delivery of the initial notice and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honoured.

All negotiations and proceedings pursuant to this negotiation clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law.

**MEDIATION**

If the dispute has not been resolved by negotiation as provided herein within 4 months after delivery of the initial notice of negotiation, or if the parties failed to meet within 60 days after delivery, the parties shall endeavour to settle the dispute by mediation, provided, however, that if one party fails to participate in the negotiation as provided herein, the other party can initiate mediation prior to the expiration of the 4 months.

Unless otherwise agreed, the parties will select a mediator from an agreed upon group of neutrals. The Mediator will attempt to assist the parties to reach a satisfactory resolution of their dispute but has no authority to impose a settlement on the parties.

The Mediator will facilitate negotiation between the parties to assist them in reaching a mutual decision that resolves the dispute. The Mediator is not to act as an advocate, attorney, or judge for either party.

## ARBITRATION

Any dispute arising out of or relating to the code of ethics that has not been resolved by mediation as provided herein within 8 months after initiation of the mediation procedure shall be finally resolved by arbitration by three arbitrators, of whom the parties involved in the dispute will agree upon [where the arbitration panel cannot include the one filing the complaint]. However, if one party fails to participate in either the negotiation or mediation as agreed herein, the other party can commence arbitration prior to the expiration of the time periods set forth above. The arbitration shall be governed by rules agreed upon by the parties and if an issue arises which is not provided for by the parties, by rules under The Arbitration Act, 1992, S.S. A-24.1. The place of arbitration shall be agreed upon between both parties in dispute.

The parties during mediation or arbitration may continue to negotiate outside of these procedures if they so choose, whenever possible, to continually seek settlement options and processes.

If the dispute has not been resolved by means as provided herein within 30 days of the initiation of such procedure, this Agreement does not preclude the issue from being dealt with by membership at a requested meeting pursuant to the rules under Article III of the Bylaws of the Saskatchewan Council for International Cooperation. However, if one party has requested the other to participate in a dispute resolution procedure and the other has failed to participate, the requesting party may request the matter be dealt with by the membership at a meeting before expiration of the above time period pursuant to rules under Article III.

Notwithstanding the foregoing, only in cases of emergency or potential irreparable jeopardy to any legal right or interests, either party may immediately, prior to or concurrently, commence litigation proceedings in the appropriate form.

## CONFIDENTIALITY

Unless required by law, statements made and documents produced pursuant to this Agreement, including notes, records and recollections of the parties and any neutrals are not otherwise discoverable, are not subject to disclosure through discovery or any other process and are not admissible into evidence for any purpose, including impeaching credibility, and all sessions are confidential and protected from disclosure for all purposes, and neither the third party neutrals, nor any materials, verbal or written, are compellable by subpoena as witness.

## COSTS

If the dispute cannot be settled by the parties within the period referred to above and adjudication is required, whether by arbitration or judge, the adjudicator in determining the award of costs shall take into consideration whether or not the parties did or did not comply with the spirit, letter and intent of the dispute resolution procedures. Unless agreed otherwise and subject to the foregoing, the parties shall pay their own legal and other independent professional costs, but they shall equally share the costs of the third party neutrals and any other costs associated with the application of these dispute resolution procedures.

**ADDENDUM**  
**Saskatchewan Council for International Cooperation**  
**POLICY ON MULTIPLE MEMBERSHIPS IN SCIC**

**RATIONALE**

SCIC has two categories of membership, Full and Associate. This policy will ensure that organizations seeking SCIC membership have a clear and distinct mandate and leadership from existing SCIC member organizations. As a criteria for membership, this will ensure that every SCIC member is able to meet the requirements of SCIC membership including, but not exclusive to, representation at the Annual General Meeting, and ensure equitable access to SCIC funding opportunities.

**RESPONSIBILITY**

The Member Services Committee reviews membership applications, and has the authority to determine on a case by case basis their approval or rejection.

In order to be accepted as a member of SCIC, organizations must have clear and distinct mandates and distinct sets of activities from each other, and should not share:

1. more than 50% of the same members of the Board of Directors, or
2. the same board chairperson, or
3. the same Executive Director or Chief Executive Officer