

MEMBER REGULATIONS

IoDSA

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1. DEFINITIONS

<i>Applicant:</i>	means any individual or corporate applying to become, to be renewed or to be reinstated as a Member.
<i>IoDSA Board:</i>	means the Board of Directors of the IoDSA.
<i>Board:</i>	means the structure (i.e. governing body) which has the ultimate authority for the exercise of power and the performance of functions in the organisation. Depending on context, it includes, among others, the board of directors of a company, the board of trustees of a retirement fund, the board of trustees of a medical scheme, the council of a public higher education institution, the accounting authority of a state-owned entity and the council of a municipality.
<i>Board Committee:</i>	means a formally constituted direct committee of the Board, which falls within the Board's governance structure, that operates under the authority of the Board and is guided by a written mandate or terms of reference approved by the Board. Board committees consist of Board members and/or independent external individuals formally selected and appointed to the committee by the Board. These committees are not management, executive or other operational committees of the organisation.
<i>CEO:</i>	means the Chief Executive Officer of the IoDSA.
<i>Code:</i>	means the IoDSA Member Code of Professional Conduct, as amended from time to time.
<i>Days:</i>	means business days, excluding Saturday, Sunday and those days that fall on an official public holiday in South Africa.
<i>Director:</i>	means an individual who is formally appointed to a Board or Board Committee, who holds voting rights and who carries fiduciary responsibilities. This definition includes prescribed officers and alternate directors (who bear the same risks and liabilities as directors) as well as external members of Board Committees.
<i>Disciplinary Regulations:</i>	means the IoDSA Member Disciplinary Regulations, as amended from time to time.
<i>IoDSA:</i>	means the Institute of Directors in South Africa NPC.
<i>Member:</i>	means a member as defined in terms of the MOI of the IoDSA.
<i>Member in good standing:</i>	means a Member that has met all the obligations of membership, is up to date with the requisite membership subscription fees, any other fees due to the IoDSA and/or has no disciplinary process(es) in progress.
<i>Membership Terms and Conditions:</i>	means the membership terms and conditions which expand on the operational aspects of these Regulations, as approved by IoDSA management from time to time.
<i>MOI:</i>	means the Memorandum of Incorporation of the IoDSA, as amended from time to time.
<i>Misconduct:</i>	means misconduct as defined in the Disciplinary Regulations.

Regulations:	means these IoDSA Member Regulations, as amended from time to time.
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- 1.1. Terms and expressions defined and described in the MOI shall have the same meaning and description, unless the context otherwise requires, when used in these Regulations.
- 1.2. If the provisions of these Regulations are in any way inconsistent with the provisions of the MOI, the provisions of the MOI shall prevail.

2. INTRODUCTION

In accordance with Clause 6.1.4 of the MOI, these Regulations govern membership of the IoDSA.

3. SCOPE AND APPLICATION

These Regulations apply to all categories of Members and shall be binding on all Members of the IoDSA. The Membership Terms and Conditions are also binding on all Members of the IoDSA.

4. MEMBERSHIP

- 4.1. The IoDSA, as delegated by the IoDSA Board, may confer membership of a certain category on an individual or corporate.
- 4.2. An Applicant's application, renewal or reinstatement of membership only becomes effective/active subject to the following:
 - 4.2.1. submission of the prescribed form/(s);
 - 4.2.2. receipt and allocation of payment of the requisite fees, where applicable;
 - 4.2.3. meeting, to the satisfaction of the IoDSA, the general eligibility criteria in Clauses 5.1 and 5.2 and the relevant specific eligibility criteria in Clause 5.6;
 - 4.2.4. agreement by the Applicant, whether actual or deemed, to adhere to the Code and Regulations;
 - 4.2.5. acceptance of the application/renewal/reinstatement by the IoDSA; and
 - 4.2.6. entering or retaining the Applicant in the member register upon successful application/renewal/reinstatement.
- 4.3. The requisite membership fee and any applicable application or reinstatement fee shall be determined by the IoDSA from time to time.
- 4.4. The membership period is valid for one calendar year, ending on 31 December each year. However, depending on the time of year when an application is made, the Applicant may be required to take out membership for both the current and ensuing year.
- 4.5. Membership is only valid for this determined period at a time; and must be renewed annually.
- 4.6. Individual membership of the IoDSA is held in a personal capacity.
- 4.7. Corporate membership of the IoDSA is held in a juristic capacity, represented by individual member(s).
- 4.8. IoDSA membership is non-transferable, irrespective of the category of membership held.

5. ELIGIBILITY CRITERIA AND MEMBER CATEGORIES

General Eligibility

- 5.1. An Applicant is not eligible for IoDSA membership if:
 - 5.1.1. a court placed the Applicant under probation in terms of section 162 of the Companies Act;
 - 5.1.2. a court has prohibited the Applicant from being a director or declared the applicant to be delinquent in terms of Section 162 of the Companies Act;
 - 5.1.3. the Applicant is an unrehabilitated insolvent;
 - 5.1.4. the Applicant is prohibited in terms of any public regulation to be a director of a company;
 - 5.1.5. the Applicant has been removed from an office of trust, on the grounds of misconduct involving dishonesty;
 - 5.1.6. the Applicant has been convicted in the Republic or elsewhere for theft, fraud, forgery, perjury or an offence:
 - 5.1.6.1. involving fraud, misrepresentation or dishonesty, or money laundering, terrorist financing, or proliferation financing activities;
 - 5.1.6.2. in connection with the promotion, formation or management of a company or in connection with any act contemplated in Section 69(2) or (5) of the Companies Act 71 of 2008;
 - 5.1.6.3. under the Companies Act, the Insolvency Act, the Close Corporation Act, the Competition Act, the Financial Intelligence Centre Act, the Financial Markets Act, Chapter 2 of the Prevention and Combating of Corrupt Activities Act, the Protection of Constitutional Democracy Against Terrorist and Related Activities Act or the Tax Administration Act;
 - 5.1.7. the Applicant is subject to a resolution adopted by the Security Council of the United Nations when acting under Chapter VII of the Charter of the United Nations, providing for financial sanctions which entail the identification of persons or entities against whom member states of the United Nations must take the actions specified in the resolution; or
 - 5.1.8. the Applicant has been removed, disqualified or barred by a competent authority (including, but not limited to, regulators or statutory bodies, or tribunals/similar forums established by a competent authority) from serving as a director, trustee, executor, curator or other governing body member.
- 5.2. An Applicant may not be eligible for IoDSA membership, if:
 - 5.2.1. the Applicant has or is engaged in conduct that is perceived to be obstructive or harmful to the interests and/or objects of the IoDSA or which contravenes the Code;
 - 5.2.2. the Applicant's past or present actions, conduct or omission has brought or may bring the IoDSA into disrepute; or
 - 5.2.3. there is any other risk identified in relation to the Applicant or their application, which is deemed reasonable and appropriate for ineligibility for IoDSA membership.

Specific Eligibility

- 5.3. The IoDSA Board, in its sole discretion, determines member categories with related specific eligibility criteria.
- 5.4. Applicants may apply to be a Member, or apply for renewal or reinstatement of membership, and the appropriate member category will be determined and assigned by the IoDSA based on whether the specific eligibility criteria for that category, as well as the general eligibility criteria for IoDSA membership (as outlined in Clauses 5.1 and 5.2), have been met at the point of each application.
- 5.5. Although an Applicant may qualify for more than one member category, a Member may only hold one category of membership at any one time, in which case the Member's latest approved category of membership shall apply.
- 5.6. The IoDSA has the following Member categories, together with the associated specific eligibility criteria.

	#	Category	Eligibility Criteria	Post nominal
INDIVIDUAL	a	Associate member	An individual who has at least 5 years management experience and does not yet qualify for Main membership.	A.Inst.D
	b	Main member	An individual who holds a NQF Level 6 ¹ qualification and is currently a Director or has at least 5 years of experience as a Director.	M.Inst.D
	c	Professional member: Certified Director®	An individual member who has been awarded the Certified Director designation ² .	Cert.Dir®
	d	Professional member: Chartered Director SA®	An individual member who has been awarded the Chartered Director SA designation ³ .	CDSA®
CORPORATE	e	Corporate member	A corporate that subscribes for membership for itself and a minimum number of qualifying individual members, as determined by the IoDSA from time to time.	No post nominal for the corporate Individuals linked to the corporate account may use the relevant individual member post nominal applicable to them.
	f	Corporate Affiliate member	A corporate that is not already a Corporate Member, that engages the IoDSA for corporate services.	No post nominal for the corporate

- 5.7. The following additional recognition levels may be conferred, at the discretion of the IoDSA, to individual Members in good standing at the point of application (where applicable):

¹ Recognition of Prior Learning (RPL) alternative: 5 years Director experience. Applicants who do not hold a NQF Level 6 or higher qualification, but who meet this RPL experience may still qualify for main membership.

² In accordance with the criteria as outlined in the IoDSA Certifications Policy and Certification Examination Policy.

³ In accordance with the criteria as outlined in the IoDSA Certifications Policy and Certification Examination Policy.

	Recognition Level	Eligibility Criteria	Post nominal
a	Fellow member	An individual who has been an active Main or Professional Member (i.e. attended at least 2 events per year) for a minimum of 5 consecutive years and has at least 10 years' experience as a Director.	M.Inst.D (Fellow) <u>Cert Dir (Fellow)</u> <u>CDSA (Fellow)</u>
b	Life member	An individual who has been a Member (in any individual category) for a minimum of 30 consecutive years.	A.Inst.D (Life) M.Inst.D (Life) <u>Cert Dir (Life)</u> <u>CDSA (Life)</u>

- 5.8. Aside from the specific instances mentioned in these Regulations, the IoDSA reserves the right to reconfirm general or specific eligibility for membership for any Member at any time.

6. APPLICATION FOR MEMBERSHIP

- 6.1. Each Applicant must submit an application, in the prescribed format, to the IoDSA for consideration, wherein they shall fully and truthfully disclose all relevant information as requested.
- 6.2. Applicants must provide accurate and complete information related to their personal and professional matters and will be required to complete an eligibility declaration that will be considered during the application evaluation process. The IoDSA shall, in addition, perform its own risk analysis of each application. The IoDSA reserves the right to request additional information and/or documentation to validate its assessment of the information provided or obtained.
- 6.3. Should the IoDSA find, at any time prior to approval of membership, that the Applicant was not transparent or truthful in their eligibility declaration, the IoDSA reserves the right to stop the process and decline the application.
- 6.4. Should the IoDSA find, at any time after the approval of membership, that the Applicant was not transparent or truthful in one or more of their eligibility declarations, the IoDSA reserves the right to revoke the membership and/or institute disciplinary proceedings.
- 6.5. Applicants must pay the applicable membership subscription fee upon application. In the event that the application is declined, the membership subscription fee will be refunded, less the applicable non-refundable application fee.
- 6.6. The decision to approve an application of membership is at the sole discretion of the IoDSA, subject to it being satisfied that:
- 6.6.1. the Applicant meets the general eligibility criteria as set out in Clauses 5.1 and 5.2; and
 - 6.6.2. the Applicant meets the specific eligibility criteria for the relevant Member category in terms of Clause 5.6.
- 6.7. In the event of an application being approved:
- 6.7.1. the Applicant shall be notified of the acceptance of their membership application in the Member category they were eligible for;
 - 6.7.2. the Applicant shall be formally entered into the member register in the relevant Member category; and
 - 6.7.3. the IoDSA shall issue the Member with an electronic certificate of membership which shall only be valid for the subscribed period of membership.

- 6.8. No Applicant shall be recognised as a Member of the IoDSA nor shall they be entitled and subject to the rights and obligations of membership until the Applicant's name has been entered into the member register.
- 6.9. Upon becoming a Member of the IoDSA, every Applicant shall be deemed to have read, understood and agreed to all rights, obligations and other provisions of their membership as provided for in the MOI, these Regulations, the Membership Terms and Conditions, the Disciplinary Regulations and the Code.
- 6.10. In the event of an intended rejection of application, reasons shall be provided to the Applicant and the Applicant shall have an opportunity to make further representations (if any) within 10 (ten) Days of notification thereof, prior to a decision being made.
- 6.11. In the event that an application is then rejected (after reviewing an Applicant's representations if any), the Applicant shall have an opportunity to appeal the initial outcome.
- 6.12. The Applicant may submit an appeal within 10 (ten) Days of notification of the initial decision, which will be adjudicated by the IoDSA Member Conduct and Discipline Committee, at its next scheduled meeting.
- 6.13. The decision of the IoDSA Member Conduct and Discipline Committee is final, and no further correspondence will be entered into on this matter.
- 6.14. The membership subscription fee, excluding any applicable application fee, will be refunded to the Applicant within 30 (thirty) Days of notification of membership being finally declined.
- 6.15. Should there be any finding or circumstance casting doubt on an Applicant's eligibility for membership, where for example either the full information is not available yet, or the Applicant indicates that they are challenging an adverse finding against them through any legitimate appeal process, the IoDSA reserves the right to place the application on hold, pending the availability of additional information or conclusion of an appeal process. During such time, Applicants are not permitted to refer to themselves as Members of the IoDSA or to use any IoDSA post-nominals.

7. ANNUAL MEMBERSHIP RENEWAL

- 7.1. A Member shall apply to renew their membership for another calendar year by:
 - 7.1.1. notifying the IoDSA of any changes to their specific or general eligibility for membership;
 - 7.1.2. ensuring payment of the requisite membership subscription fee is received and allocated by the specified deadline date; and
 - 7.1.3. confirming, whether actual or deemed, that they re-ascribe to the Code and Regulations.
- 7.2. The decision to accept a renewal of membership is at the sole discretion of the IoDSA, subject to it being satisfied that:
 - 7.2.1. the Applicant still meets the specific eligibility criteria for the relevant Member category in terms of Clause 5.6; and
 - 7.2.2. the Applicant still meets the general eligibility criteria in terms of Clauses 5.1 and 5.2.
- 7.3. In the event of an intended rejection of membership renewal, the process as per Clauses 6.10 to 6.14 shall apply.
- 7.4. Should there be any finding or circumstance casting doubt on an Applicant's continued eligibility for membership upon renewal application, Clause 6.15 shall apply.
- 7.5. Membership renewals are invoiced in advance preceding the year of membership, for payment by a specified date.

- 7.6. From the first Day of January each year, until the date of receipt and allocation of payment, member accounts will be temporarily suspended, with access to Member benefits restricted.
- 7.7. Upon successful renewal of membership, the temporary suspension on the Member register will be lifted, all relevant Member benefits will be reinstated and an updated electronic certificate of membership will be provided for the renewed period.
- 7.8. The membership of a Member who fails to timeously renew their membership shall be terminated in line with Clause 8, on the first Day following the last day for completion of the annual renewal process. All member benefits associated to the membership category of the Member shall no longer be available to the Member. Reinstatement of membership may be considered, subject to the provisions of Clause 9.

8. TERMINATION OF MEMBERSHIP

- 8.1. Membership of the IoDSA is *ipso facto* terminated if the Member:
 - 8.1.1. dies;
 - 8.1.2. gives notice to the IoDSA in writing of their resignation as a Member; or
 - 8.1.3. fails to renew their membership in line with Clause 7.8.
- 8.2. Membership of the IoDSA may be terminated following an internal adjudication process as outlined in the Disciplinary Regulations, if, during the course of Membership, the IoDSA becomes aware that the Member meets any of the general ineligibility criteria as set out in Clause 5.1.
- 8.3. Membership of the IoDSA may also be terminated following an external adjudication process as outlined in the Disciplinary Regulations in the case of any other Misconduct.
- 8.4. A Member whose membership has been terminated remains liable for all amounts that are, at the date of termination of membership, due by the Member to the IoDSA.
- 8.5. In the event that a Member cancels their membership before the membership term expires on 31 December of each year, no refund of subscription fee, or portion thereof, will be considered.
- 8.6. A terminated Member must, with immediate effect, remove reference to being a Member of the IoDSA, including any post nominals used, from all documents and digital platforms, failing which Clause 14 will apply.

9. REINSTATEMENT OF MEMBERSHIP

- 9.1. A former Member whose membership was terminated as contemplated in Clauses 8.1.2 and 8.1.3, may apply for reinstatement of their membership at any time.
- 9.2. A former Member whose membership was terminated as contemplated in Clause 8.2 may apply for reinstatement of their membership if and when the grounds for termination have been remedied by the Member or the original finding against the member has been overturned by a superior body, and is thus no longer applicable.
- 9.3. A former Member whose membership was terminated for a defined period of time in terms of Clause 8.3, may apply for reinstatement of their membership following the completion of that time period and subject to any other accompanying sanctions being satisfied.
- 9.4. A former Member whose membership was terminated for life in terms of Clause 8.3 may not apply for reinstatement of their membership.
- 9.5. The following additional provisions shall apply to any application for reinstatement, in the sole discretion of the IoDSA:
 - 9.5.1. the Applicant must apply for membership anew and comply with all relevant application

requirements from Clause 6 as at that time; and

- 9.5.2. the Applicant shall, in addition to the prescribed membership subscription fee, also be obliged to pay an additional non-refundable reinstatement fee.
- 9.6. An application for reinstatement is not automatic and shall be considered on its individual merits, including:
 - 9.6.1. consideration of the reason for initial termination of membership;
 - 9.6.2. re-assessment of specific and general eligibility criteria; and
 - 9.6.3. settlement of previous outstanding debts to IoDSA, where applicable.
- 9.7. In the event of an intended rejection of membership reinstatement, the process as per Clauses 6.10 to 6.14 shall apply.

10. CHANGES IN MEMBER CATEGORISATION

- 10.1. In the event that a Member's specific eligibility circumstances change, a Member must inform the IoDSA immediately, whereupon the IoDSA will perform a re-assessment of eligibility and determine the appropriate member category to be assigned.
- 10.2. In the event that an individual Member is removed from a "Corporate member" account, the Member may retain their membership in their individual capacity, subject to the completion of the requisite forms, a re-assessment of eligibility by the IoDSA, and the receipt and allocation of payment of the requisite membership subscription fee.
- 10.3. In the event that an already paid-up individual Member is allocated to a "Corporate member" account, that Member will be linked to the Corporate Member and will not be refunded for membership fees already paid in their personal capacity for the current year.
- 10.4. In the event that a Corporate Member removes members from their account during the course of the year and does not replace the members immediately, no refunds or adjustment of the membership numbers and associated membership fee, shall be permitted. The Corporate Member has the right to replace those removed members with new members who meet the IoDSA membership eligibility criteria. Corporate Members may adjust their membership numbers for the ensuing year when membership is renewed.
- 10.5. In the event that the IoDSA revises its membership categories or eligibility criteria, the IoDSA reserves the right to reclassify Members to the most appropriate category based on their qualifications and experience on record. Affected Members will be notified prior to the reclassification exercise and provided with details of any actions required such as ensuring their profile information is up to date.
- 10.6. In the event of an intended rejection of membership, the process as per Clauses 6.10 to 6.14 shall apply.

11. MEMBER RIGHTS AND OBLIGATIONS

- 11.1. Further to those outlined in the MOI, members have the right to:
 - 11.1.1. receive communications and member benefits for the relevant Member category; and
 - 11.1.2. fair and due process in the handling of misconduct complaints, in line with the Disciplinary Regulations of the IoDSA.
- 11.2. Members have the obligation to:
 - 11.2.1. abide by the Code, Membership Terms and Conditions and these Regulations;

- 11.2.2. furnish the IoDSA with all accurate and complete information on the relevant forms to process or maintain their membership;
- 11.2.3. pay all IoDSA fees/invoices within the stipulated time-frames; and
- 11.2.4. notify the IoDSA as soon as reasonably possible of any changes to circumstances which may affect their general or specific eligibility to remain a Member or to remain in the allocated Member category.

12. MEMBERS IN GOOD STANDING

- 12.1. Members have to meet the criteria of “Member in good standing” to be considered for involvement in IoDSA structures and activities, including but not limited to:
 - 12.1.1. serving on the IoDSA Board of directors;
 - 12.1.2. serving on IoDSA committees or forums;
 - 12.1.3. participating in IoDSA event speaking arrangements;
 - 12.1.4. being featured/profiled on IoDSA platforms;
 - 12.1.5. applying for the governance research platform assistance; and/or
 - 12.1.6. participating in the IoDSA Mentoring programme.

13. DISCIPLINARY PROCESS

- 13.1. The disciplinary process of the IoDSA, as contained in the Disciplinary Regulations, is intended to address and resolve instances of Misconduct on the part of a Member in a fair, objective, rational and transparent manner in order to demonstrate due process, protect the public interest, maintain public confidence in the IoDSA and its Members, and to uphold the highest standards of conduct of IoDSA Members in furtherance of the integrity and status of directorship as a profession. The Disciplinary Regulations shall be binding on all Members.
- 13.2. The termination of a Member’s membership shall in no way derogate from or affect the IoDSA’s jurisdiction to adjudicate, in the manner set out in the Disciplinary Regulations, a complaint(s) of Misconduct against a former Member which arose prior to the date of the Member’s membership being terminated, and which allegedly occurred while the Member was (still) a member of the IoDSA; and/or which has not yet been adjudicated or resolved.

14. MISREPRESENTATION OF AFFILIATION WITH IoDSA

Members

- 14.1. Members may not claim an affiliation with the IoDSA that is false or misleading. This includes, but is not limited to, the unauthorised use of IoDSA designations, post-nominals, or implying an employment or representative role with the IoDSA where none exists.
- 14.2. If the IoDSA identifies a Member using an incorrect designation, post-nominal, or misrepresenting their affiliation, the Member will be notified via the email address and/or telephone number on record and given five (5) Days to rectify the misrepresentation.
- 14.3. If the Member corrects the misrepresentation within the five (5) Days, no further action will be taken.
- 14.4. If the misrepresentation is not corrected within the specified time period, the IoDSA reserves the right to publicly correct any misrepresentation through appropriate channels, including media releases, social media posts, or any other relevant platform.

Non-Members

- 14.5. Non-members of the IoDSA may not falsely claim membership, use IoDSA designations, or refer to post-nominals to which they are not entitled.
- 14.6. If the IoDSA becomes aware of a non-member making such a misrepresentation on a public platform, the IoDSA will attempt to contact the individual via email, telephone, social media, or any other appropriate communication method.
- 14.7. The non-member will be given five (5) Days to correct the misrepresentation.
- 14.8. If the non-member corrects the misrepresentation within the five (5) Days, no further action will be taken.
- 14.9. If the misrepresentation is not corrected within the specified time period, the IoDSA will take corrective action, which may include:
 - 14.9.1. notifying the platform on which the misrepresentation occurred and requesting the removal of the incorrect reference to the IoDSA; and/or
 - 14.9.2. publicly correcting the misrepresentation through appropriate channels, including media releases, social media posts, or other relevant platforms.

15. PUBLIC AVAILABILITY OF MEMBERSHIP, DESIGNATION AND DISCIPLINARY STATUS

- 15.1. IoDSA membership and designation status is considered a public record in the interest of transparency and overall public interest.
- 15.2. The IoDSA may publicly confirm or deny membership and/or designation status as required for any necessary purpose.
- 15.3. Any person or organisation may request verification of membership and/or designation status.
- 15.4. Upon request, the IoDSA will either confirm or deny the membership and/or designation status.
- 15.5. The IoDSA will not disclose any additional personal information about a Member beyond their name and their membership or designation status.
- 15.6. The IoDSA may publicly confirm whether a disciplinary process is currently underway or has been concluded in respect of a Member.
- 15.7. The IoDSA maintains a Member Discipline Register on its website, where sanctions which can be publicised in accordance with the Disciplinary Regulations are recorded and are publicly accessible.