

# Charter of the Plant Phenotyping Network South Africa

## Article 1 – Establishment

An association having the name of the **Plant Phenotyping Network South Africa (PPNSA)** is hereby established, and members of this Network agree to adhere to the present Charter, confirmed on September the 3rd, 2020.

## Article 2 – Objective/Aim

The **Plant Phenotyping Network South Africa** is a non-profit organization, governed by committee directors (**Article 8**), and composed of dedicated members of the plant phenotyping research and development community in South Africa. The aim of the PPNSA is to bring together all relevant stakeholders who contribute to the development of the field of plant phenotyping (and more generally to the global analysis of plant phenotyping, regardless of the species studied) in South Africa and:

- I. to ensure network representation in national and international organizations and forums;
- II. to promote and facilitate relations and collaborations among scientists in the field and related sciences;
- III. to facilitate connections between academia, government and industry;
- IV. to promote the growth, use and understanding of plant phenotyping and phenomics;
- V. to improve the profile of plant phenotyping and phenomics research and technology in South Africa (and, by extension, in Africa);
- VI. to identify and facilitate potential specific projects in the field, as a result of which project specific agreements may in due course be concluded;
- VII. to raise funding to support research and provision of research equipment and facilities in areas of relevance to the PPNSA;
- VIII. to share research expertise and infrastructure at reciprocal preferential cost rates;
- IX. to foster networking, training, information sharing, mentoring, career opportunities, leadership training and professional development on behalf of those engaged in research in the field;
- X. to disseminate collaborative research findings on an equitable basis where project specific agreements have been concluded, and individual contributions to such research findings were explicitly agreed;

- XI. to facilitate the generation of Intellectual Property (IP) according to the Intellectual Property Rights from Publicly Financed Research and Development Act (Act No. 51, 2008, IPR Act) where appropriate; and
- XII. to ensure that the PPNSA complies with the provisions of the National Environmental Management Biodiversity Act 10 of 2004 and the Bio-Prospecting, Access and Benefit-Sharing Regulations of 2008 and other applicable legislation, regulations, codes of practice, guidance notes, rules and other requirements of any government.

The Network reserves the right to create sections, study or working groups and local or sub-committees; and further to participate in meetings organized with other national or international bodies or associations and generally carry out all activities that promote the field of plant phenotyping and phenomics.

### **Article 3 – Duration**

The existence of the Network is in perpetuity, unless otherwise agreed by 75% of members of the PPNSA.

### **Article 4 – Membership**

Stakeholders who wish to become members of the network must complete a PPNSA membership form. This form will be supplied by the Network Vice-Secretary, in consultation with the Network Secretary.

Members of the Network may be South African citizens or non-citizens. Network members may be representative of any of the following structures or institutions; or be an individual person from such structure or institution:

- Research groups in academic institutions;
- Research groups in non-academic governmental institutions;
- Scientists in the industrial sector;
- Private companies and laboratories with activities linked or related to the research field of plant improvement and phenotyping.

Members of the Network include senior and early-career scientists, including post-doctoral fellows (in or from the abovementioned structures or institutions), postgraduate students and retired scientists (academics or industry workers) with a continuing interest in the plant phenotyping and phenomics research field.

Only individuals who are members of the Network participate in voting processes. The Network reserves the right to include additional affiliated members whose voting rights are determined by the governing committee.

The Network reserves the right to initiate charging of membership fees, after consultation with Network members, to advance the objectives of the Network.

#### **Article 5 – Contributions/Membership fees**

For the initial establishment period, no membership fees will be charged. However, once agreement is reached on the quantum of funding required for Network activities, and agreement is reached that such membership fees could contribute meaningfully to achieving the objectives of the Network, membership fees will be deliberated and charged.

The Network also encourages students and young researchers (<30 years old) to join the Network, and should membership fees be introduced, these stakeholders will enjoy reduced membership rates.

A South African bank account will be set up for financial management of the Network, and administered by the Treasurer (Article 8) in conjunction with the Network Committee. The Network account shall be registered with the South African Revenue Service.

#### **Article 6 – Resources**

The resources of the Network include:

- Grants from the government, local authorities, funding bodies and vendors;
- Income from exceptional events;
- Any income from sales to members;
- Any resources permitted within the law;
- Any databases or other information resources as generated through Network activities (as per Objective XI);
- When introduced, collected membership fees.

The Network reserves the right to open a bank account with a legal banking institution, perform financial transactions, raise funds through sponsorships, running workshops, presentations and other legal means for promoting the objectives of the Network.

## **Article 7 – Membership termination**

Membership is terminated by:

- death;
- resignation of a Network member, which must be sent in writing to the governing committee;
- cancellation/termination by the governing committee due to a serious cause. This will be pronounced/stated by the committee after receiving and considering the explanations provided by the concerned member, summoned by registered letter with acknowledgment of receipt; and
- automatic termination if annual registration fees are not paid, if and when applicable.

## **Article 8 – Committee directors (governing committee)**

The Network is currently governed by a Committee of seven (7) directors elected for a period of three (3) years. The committee directors are representatives (one each) of the different institutions, research groups or scientists from the industrial sector, who are active in the plant phenotyping and phenomics research field. The directors may wish to increase the number of representatives on the committee through a majority decision (of sitting directors); > 50%.

The directors will be at an appropriate level of seniority, are nominated and mandated by their respective institutions, research groups or the industrial sector; or they are elected. It will be expected that Committee directors discuss agenda items internally with their represented institutions to ensure they carry an institutional mandate at every Assembly. This election is organized once every three (3) years, through correspondence or through a general assembly. Directors may make themselves eligible for re-election.

The committee shall elect from among its directors (members) a secretariat (officers), composed of: a Chairperson, a Vice-Chairperson, a Secretary, Vice-Secretary and Treasurer. The officers (Chairperson, Vice-Chairperson, Secretary, Vice-Secretary and Treasurer) will serve for a three (3) year-term, renewable only once, through majority vote (> 50%) of committee directors. If any of the officers withdraws from his/her duties, the committee shall elect from among its directors a replacement: by a majority vote, > 50%.

### **The Officers of the Committee directors on establishment include as follows:**

- Chairperson (President);
- Vice-chairperson;
- Secretary and Vice-Secretary;

- Treasurer (if and when required).

The **Chairperson** shall be responsible for advancing the objectives of the Network; convening and chairing all Network meetings; ensuring all institutions and bodies represented on the committee have equal opportunity to make inputs and deliberate motions (including the institution the Chairperson represents); represents the Network in all activities; strives to establish links between the Network and other relevant plant phenotyping and phenomics networks or bodies. The Chairperson shall represent the Network for all official events and negotiations with government, research institutions, funding bodies, other organizations and act as the legal representative for any contracts or financial responsibilities.

The **Vice-Chairperson** shall be responsible for working closely with the Chairperson to advance the objectives of the Network; act on behalf of the Chairperson – should the Chairperson for any reason be unable to attend to his/her duties; establish links between the Network and other relevant plant phenotyping and phenomics networks or bodies;

The **Secretary** shall work closely with the Chairperson and Vice-Chairperson to advance the objectives of the Network and provide inputs in defining activities of the Network. The Secretary will act on behalf of the Chairperson/Vice-Chairperson – should both officers for any reason be unable to attend to their duties. The Secretary will advise and work closely with the Chairperson and Vice-Chairperson in establishing links between the Network and other relevant plant phenotyping and phenomics associations or bodies; shall be responsible for all matters relating to correspondence and archives; for taking minutes of meetings and assemblies and, in general, all the records relating to the operation of the Network, except those relating to accounting.

The **Vice-Secretary**, working closely with the Secretary shall be responsible for all scientific communication activities during the scientific days, workshops and research training, conferences, and for updates to the website and mailing list. The **Vice-Secretary** will stand in for the Secretary when the latter is unable to fulfill his/her duties.

The Committee directors (governing committee) reserves the right to create **sub-committees** and **working groups** that will aid and facilitate in carrying out and advancing all activities that express (and articulate) the aim/objective of the Network, and promote the field of plant phenotyping and phenomics.

## **Article 9 - Meetings of the committee directors**

The committee meets at least once every three months, convened by the Chairperson. The presence of one third of the directors of the committee is sufficient for the validity of the deliberations. Decisions shall be taken by a majority vote: > 50%. In the event of no majority vote, the Chairperson shall have the casting vote. Meetings are recorded by way of meeting minutes. Any director of the committee who, without valid explanation, has not attended two (2) consecutive meetings, shall be considered as having resigned. Valid reasons for non-attendance will be agreed at the first General Assembly.

## **Article 10 – Remuneration**

Should sufficient funds be available, directors of the Network committee are entitled to reimbursement of their travel expenses with accompanying justifications. Travel expenses will be reimbursed at the rate of the national tax authority; the South African Revenue Service (SARS). The directors function voluntarily and will not be reimbursed for time spent on activities related to the Network.

## **Article 11 - General Ordinary Assembly**

The General assembly includes all current members. They are convened by:

- E-mail communications from the Vice-secretary and Secretary;
- Announcement(s) via the website of the Network.

The General Ordinary Assembly meets annually. Decisions shall be taken by a majority (> 50%) of the members present or represented. A quorum will be considered constituted once a representative of each institution or a proxy is present.

The Chairperson, assisted by the other officers (Vice-Chairperson, Secretary, Vice-Secretary and Treasurer), and if necessary by the other directors of the committee, presides over the assembly and sets out the general position of the Network. The assembly elects (or nominates) the committee directors of the association every three (3) years. Minutes of the meeting are prepared and circulated by the Vice-Secretary. Minutes shall be signed by both the Chairperson and the Secretary. Minutes will be distributed to all members of the Network within ten (10) working days after the meeting.

## **Article 12 – Extraordinary General Assembly**

Extraordinary General Assemblies will be utilized for amending the Articles (Charter) of the Network or deciding on the dissolution and amalgamation of the Network. It shall be convened by the Chairperson in accordance with the provisions of Article 12.

The Extraordinary General Assembly also meets at the request of at least one third of the members, or at the request of the committee. It shall be convened by the Chairperson in accordance with the provisions of Article 12.

Minutes of the meeting will be prepared by the Vice-Secretary. It shall be signed by the Chairperson and the Secretary and ratified at the next assembly as being a true reflection of the events.

## **Article 13 – Rules of procedure**

The Committee of directors may decide to draw up rules of procedure for Assemblies, which will be submitted to the General Assembly for approval. Such rules will be binding on all members of the Network.

## **Article 14 – Amendment of Articles (Charter)**

The Articles/Charter of the Network may be amended by a General Assembly on the proposal of the committee or on the proposal of one tenth of the members of which the General Assembly is composed. In either case, proposals for amendments shall be placed on the agenda of the next General Assembly, which shall be sent to all members of the general meeting at least 10 days in advance. The meeting shall be composed of at least three quarters (75%) of all members of the Network. If this proportion is not reached, the meeting shall be called again, but at least fifteen days apart, and this time it may validly deliberate, with at least three quarters (75%) present or represented by proxy. In all cases, the Articles (Charter) of Network may be amended only by a two-thirds majority of the members present or represented.

## **Article 15 – Dissolution**

The General Assembly, called upon to decide on the dissolution of the Network and specially convened for this purpose, under the conditions laid down in the preceding article, must comprise at least three quarters (75%) of all the members. If this proportion is not reached, the meeting shall be called again, but at least fifteen days apart, and this time it may validly

deliberate, whatever the number of members present or represented. In any case, the dissolution may only be voted by a two-thirds majority of the members present or represented. This Extraordinary General Assembly sets out the procedures for the dissolution of the association.

#### **Article 16 – Address**

All communications related to activities and objectives of the Network should be addressed to the Vice-Secretary, and the Secretary, Vice-Chairperson and Chairperson must be copied. The provisional physical addresses and contact details are as follows:

Willem Botes  
Chair: Department of Genetics  
Faculty of AgriSciences  
e mail: wcb@sun.ac.za  
Tel +27 21 808 2637

AND

Dr John Becker  
Manager: African Centre for Gene Technologies  
Hillcrest Experimental Farm  
Faculty of Natural and Agricultural Sciences  
University of Pretoria  
e mail: john.becker@up.ac.za  
Tel +27 12 420 6147.

The contact details for communication may be amended by a decision of the PPNSA governing committee.

I, (full names), representative of the higher education institution/agricultural company/science council (indicate entity) in my capacity as (indicate institutional capacity here), hereby agree to collaboratively further the objectives and aims of the Plant Phenotyping Network of South Africa (PPNSA) as outlined in the document above.

Signature

Date



I, (full names \_\_\_\_\_), representative of the higher education institution/agricultural company/science council (indicate entity \_\_\_\_\_) in my capacity as (indicate institutional capacity here \_\_\_\_\_), hereby agree to collaboratively further the objectives and aims of the Plant Phenotyping Network of South Africa (PPNSA) as outlined in the document above.

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