

## DSAI Constitution (2022)

### 1. Name

1.1 The name of the Association is 'The Development Studies Association Ireland' (DSAI), Cumann Staidéir Forbartha na h-Éireann.

### 2. Nature

2.1 DSAI is an independent all-Ireland association of researchers, scholars, policymakers and practitioners working in the area of international development. It is a membership-based and membership-driven association.

2.2 DSAI is an umbrella Association providing a national forum for development studies in Ireland, connecting academics in higher education institutions nationally and internationally, practitioners in the NGO sector, policymakers and governmental agencies.

2.3 DSAI maintains links with other development studies associations and development related networks.

2.4 DSAI's members include individual members and institutional members, which are Higher Education Institutes (HEIs), NGOs and other networks.

### 3. Objectives

3.1 DSAI aims to build capacity in development studies in Ireland by fostering, enabling and supporting a vibrant, dynamic, informed, networked and cohesive development studies community, comprising researchers, scholars, practitioners and policymakers.

3.2 DSAI promotes and maximises the impact of development research, scholarship, evidence-based policy formulation and practices grounded in respect for human rights that contribute to the reduction of poverty, inequality, and vulnerability in the world.

3.3 DSAI seeks to:

- Broaden and deepen the expertise, knowledge, and reflective practice of Irish-based actors in the development and humanitarian sphere.
- Bridge the gap and promote dialogue among development researchers, scholars, practitioners, policymakers.
- Encourage, facilitate, and enhance collaboration and coherence among individuals and institutions in Ireland engaged in development and humanitarian research and teaching / learning activities.

- Promote awareness and understanding of development issues, challenges, and research gaps among all development researchers, scholars, practitioners, policymakers.
- Disseminate information and knowledge about development research, policy and practice.
- Influence development policy and practice welcoming national and international connectivity and partnership.

#### **4. Membership**

4.1 DSAI shall have the following affiliates:

- Individual members
- Institutional members
- Honorary members
- Subscribers

4.2 All those who are members of DSAI upon the coming into effect of this constitution shall be deemed to continue as members within their existing category.

4.3 New individual members shall be admitted following the completion of an application process which shall be as determined by the Steering Committee (SC) from time to time provided that any such process shall include for an application to be made in writing or online.

4.4 Application for membership shall not be unreasonably refused by the SC and any such refusal shall be for stated reasons related to the objectives of the DSAI and the capacity of the applicant to contribute to the achievement of one or more of those objectives and/or to the protection of the reputation of the DSAI.

4.5 A member may be removed from membership by a decision of the SC for stated reasons which relate to the protection and maintenance of the work and/or reputation of the Association. In the event that the SC is of a mind to remove a member from membership, the member shall be contacted in writing and informed that the SC is of a mind to terminate their membership and the reason for same and that they have not less than 21 days to submit in writing any reasons or considerations as to why they should not be removed from membership. No decision to remove a member from membership shall be made until such period has elapsed, the motion to remove the member from membership is listed as an item on the agenda of a duly

convened meeting of the SC and any submission from the member has been considered by the SC.

4.6 Membership fees as determined by the SC from time to time, shall be payable. Any fee schedule determined by the Committee shall comply with the following –

- One fee will be set for those in employment and a lesser fee for those who are students or unemployed at the time the fee is due
- One fee will be set for larger institutional members and a lesser fee for smaller institutional members
- No fee will be payable by honorary members or subscribers.

4.7 Failure to pay the annual membership fee, as determined by the SC, shall constitute a reason for removal from membership in accordance with Clause 4.5. above.

4.8 Rights of members are as follows:

- To engage in all activities carried out by DSAI
- Individual members shall be eligible to stand for election and serve on DSAI's SC and have the right to vote at any general meeting of the Association.
  - (i) Institutional members shall nominate a staff member as their representative to DSAI. The representative is eligible to stand for election and serve on DSAI's SC.
  - (ii) This category of member shall have one vote at any general meeting and if the representative cannot attend, an alternate may be nominated in writing to the Secretary prior to the date of the meeting.
  - (iii) Staff members of this category of member other than their nominated representative may participate in working groups and attend DSAI events
  - (iv) Staff members of institutional members also have the right to join DSAI as individual members.
- Honorary members and subscribers are not eligible to stand for election to DSAI's SC and do not have voting rights but may participate in all other activities of the Association.
- Honorary members and subscribers can acquire voting rights by paying the relevant membership fees. Voting rights shall be bestowed on any new individual member who has paid membership fees at least seven (7) days in advance of a General Meeting.
- Honorary member and subscribers who may wish to participate in DSAI events for which charges are levied, are expected to pay the same fee as individual members as outlined above (4.6)

4.9 The Secretary is responsible for maintaining an up-to-date Register of Members, their status, their category of membership and their contact details

4.10 The income and property of the Association shall be applied solely towards the promotion of its objectives as set forth in this Constitution. No portion of the Association's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Association.

## **5. General Meetings**

5.1 Individual Members and representatives of Institutional Members in general meeting are the sovereign body of the Association.

5.2 General Meetings of the Association shall be the Annual General Meeting (AGM) and Extraordinary General Meetings (EGM).

5.3 Each AGM shall be held within 13 months of the last AGM. A later date may be set in extenuating circumstances but in any event within 14 months of the last AGM. The SC shall decide on the date and the place at which the AGM will be held.

5.4

(a) Each AGM shall include the annual report of the Chair, a presentation of the Associations accounts and financial situation, the election of the members of the SC and consideration of any motions of which due notice has been given.

(b) Notice of all proposed motions for the AGM, including the names of proposers and seconders, and all supporting documentation, shall reach the Secretary at least fourteen (14) days before the date fixed for the meeting.

5.5 Notwithstanding Clause 5.4. above, a motion or an agenda item which is related to a matter which is deemed by a majority of the sitting (out-going) SC to constitute an emergency may be considered and voted on by the meeting. For the avoidance of doubt, the presentation of nominations to the SC shall be deemed not to constitute an emergency.

5.6 The Secretary shall circulate the agenda for the AGM, and all relevant supporting documentation, to Members and their voting representatives at least seven (7) days before the meeting.

5.7

(a) In the event that the SC determine urgent matters arise requiring a decision of the membership and which cannot be postponed till the next AGM, the Chair shall convene an Extraordinary General Meeting (EGM).

b) An EGM may also be requested by not less than 20 individual and institutional members which request shall be acceded to by the SC and a meeting called within 28 days of the receipt by the SC of such a request.

(c) Members and their voting representatives shall be given at least twenty-one (21) days' notice of any such EGM, unless, in the opinion of the Chair, emergency circumstances have arisen justifying shorter notice which shall, in any event, be not less than 7 days.

(d) Notice of any EGM shall include details of the date, time and place of the meeting and of the business to be transacted at the meeting. No business shall be transacted at an EGM other than that contained in the notice of the meeting.

5.8 At any General Meeting, in the absence of the Chair, the Secretary shall act as Chair. In the absence of both, the meeting shall elect a Chair.

5.9 All general meetings (including annual and extraordinary general meetings) may be conducted by the use of a conference call, video conference or similar facility provided that all the Members of the Association and any independent auditor or similar have been notified of the convening of the meeting and the availability of the conference telephone or similar facility for the meeting and that such persons as are entitled to attend the meeting can hear and contribute to the meeting and such participation in a meeting shall constitute presence in person at the meeting and the Members may be situated in any part of the world for any such meeting.

## **6. Steering Committee and Officers**

6.1 The affairs of the Association will be managed by a Steering Committee (SC) which shall be constituted as follows –

- seven (7) members elected at the AGM
- up to four (4) co-opted members.

6.2 In deciding whom to co-opt the SC shall have regard to the profile of the elected members if the SC and the intention of the Association that the SC include not less than one representative from the higher education sector, one representative from an NGO and a postgraduate student representative. A person with sufficient financial expertise shall also be elected or co-opted into the role of treasurer.

6.3 The SC shall seek to appoint co-opted members as soon as possible after the AGM

6.4 Elections of Steering Group members shall be carried out in accordance with procedures which are adopted by the Association from time to time in general meeting but in any event shall include the following –

- All candidates for election shall be proposed and seconded in writing (online), by a member with voting rights, no less than seven (7) days in advance of the AGM.

- All nominations shall be accompanied by a profile of the candidate and a statement of their willingness to be a member of the SC if elected.
- Nomination papers shall be delivered to the Secretary by post or email.

6.5 Nominees shall be current members of DSAI and be resident on the island of Ireland at the time of their nomination.

6.6 The election of members of the SC held at the AGM shall be by secret ballot of members who are present in person or virtually at the meeting. Each person entitled to vote shall have the same number of votes as the number of SC vacancies being filled by election and shall indicate their preferences by putting a mark opposite those candidates for whom they wish to vote. Those candidates who receive the maximum number of votes shall be deemed to be elected and, in the event of a tie, those deemed to be elected shall be decided by lot. Any ballot paper that has a mark opposite more than the maximum number of candidates for which there are vacancies shall be deemed to be spoilt and shall not be counted whether or not it appears that the preference of the member can be determined from the nature of the marks made.

6.7 Subject to 6.9. below the term of office of elected and co-opted members of the SC shall be two years. At the end of their two years members shall step down. Members may offer themselves for re-election and be re-elected or co-opted for a second term provided that no member shall serve more than two consecutive terms in office.

6.8 Following a gap of two years a member may again offer themselves for election to the SC and be elected for a further two consecutive terms and a member may similarly be co-opted following a gap of two years.

6.9

(a) In the event that a member of the SC ceases to reside in Ireland during their term of office, their membership of the SC shall automatically cease.

(b) In the event that a co-opted member of the SC who was co-opted because of their post-graduate student status ceases to be a post-graduate student, their membership of the SC shall automatically cease.

(c) In the event of a member's term of office ceasing as a result of the application of Clause 6.9 (a) or 6.9. (b), their place on the SC may be filled for the remainder of their term of office by a member co-opted by the SC. Any such period served as a member of the SC shall not be counted for the purposes of Clause 6.7. above.

6.10

(a) SC members are expected to attend routine SC meetings, which are held at least three (3) times per year in addition to the AGM. Any SC member who misses more

than two meetings without an excuse acceptable to the SC may be asked to step down from the SC.

(b) Prior to coming to a final determination on such matter with regard to an SC member who was nominated by an institutional member, the Association shall contact in writing the nominating Organisation or HEI of the member involved and shall request that their opinion on the matter be submitted to the Board within 21 days and in all cases shall contact the SC member in writing, advise them of the SC's intention to deem them to have resigned from the SC and state that any reasons as to why such a decision should not be made should be submitted to the SC within 21 days. No final decision to deem a member of the SC to have stepped down shall be made until the said period of 21 days has elapsed, any submission made by the institutional member and the SC member have been considered and the motion to remove the member from the SC has been included as an item on the agenda of an SC meeting duly convened.

6.11 A meeting of the SC or of a Sub-committee established by the SC may consist of a conference between some or all of the SC members or, as the case may be, members of the Sub-Committee who are not all in one place but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others and

(a) A SC member or member of a Sub-committee taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly; and

(b) Such a meeting shall be deemed to take place –

- where the largest group of those participating in the conference is assembled;
- if there is no such group, where the Chairperson of the meeting then is;
- if neither sub-paragraph (i) or (ii) applies, in such location as the meeting itself decides.

6.12 To help prevent a complete loss of the skills and knowledge of the SC a minimum of three (3) members of the SC will be encouraged to offer themselves for re-election at each AGM.

6.13 Members of the SC (elected and co-opted) can resign from the SC by giving one (1) months' notice in writing to the Chair, who will inform all other SC members before the resignation occurs.

6.14 A member of the SC shall be deemed to have resigned if such member:

- Is adjudged bankrupt in the State, or in Northern Ireland or Great Britain, makes any arrangements or composition with her creditors generally, or
- Becomes of unsound mind, or

- Is convicted of an indictable offence unless the members of the SC determine otherwise, or
- If a SC member relocates and is no longer resident on the island of Ireland.

6.15 Any vacancy arising may be filled for the remaining term of office of the member who has resigned or been removed from office, and if that period exceeds three (3) months shall be filled, in the following way:

- if the vacancy concerns an Institutional Member, that member will be asked to nominate a replacement member.
- if the vacancy concerns an individual member, the SC shall co-opt another relevant individual member.

6.16 Subject to decisions made at any general meeting, the SC shall be entitled to take any action on behalf of the Association, which it deems to be conducive to the best interests of the Association, as set out in the aims and objectives of the Association. The SC will be responsible for the good governance and management of the Association, including financial stewardship.

6.17

(a) At the first meeting following the AGM, the SC shall elects a Chair, a Treasurer and a Secretary (known as the Officers of the Association) from among their number.

(b) The term of office of the officers shall be two years.

(c) No person may serve as Chair for more than one consecutive term but may offer themselves for election as Chair following a lapse of a period of not less than two (2) years.

(d) A person elected as Treasurer or Secretary may offer themselves for election in the same capacity for one more consecutive term.

(e) In the event that the term of office of an SC member elected as an officer is less than two years, their term of office as an officer shall cease on the cessation of their term of office as an SC member.

6.18 The Officers will be responsible for the day-to-day management of the Association provided they act in accordance with decisions of the SC and general meetings of the Association. The specific roles and responsibilities of each Officer is as follows:

(a) The Chair is responsible for:

- Promoting and representing DSAI as a major voice for development studies research in Ireland.
- Acting as the main liaison point with external Associations.



- Encouraging participation of HEIs and NGOs in DSAI, promoting growth of this constituency.
- Chairing SC meetings, encouraging the participation of all members, and ensuring the quality of all outputs and activities.

(b) The Secretary is responsible for:

- Ensuring the DSAI Constitution is complied with, notably in relation to all General Meetings.
- Ensuring maintenance of the Membership Register.
- Supporting the SC in its functions.
- Ensuring the proper convening and running of general meetings of the Association.
- Maintaining the records of the Association.

(c) The Treasurer is responsible for:

- General financial oversight, ensuring appropriate financial systems and controls are in place.
- Monitoring the budget, ensuring the use of funding is in line with donor's expectations and complies with the conditions of funders.
- Preparing and presenting financial reports to the AGM.

6.19 Each Officer shall present a report to each meeting of the SC and to each AGM of the Association.

6.20 The SC shall seek to make decisions by consensus but where a vote is called decisions shall be made by simple majority vote. Each member shall have one vote save that, in the event of a tie, the Chair shall have a second or casting vote.

6.21 Unless otherwise determined by the Association in general meeting, a quorum for a duly convened meeting of the SC shall be one half of the members for the time being. If one half of the members is an even number, the number shall be rounded up to the next highest number.

6.22 The SC will report annually to the AGM on the Association's activities, including reporting on its financial performance, position and prospects.

6.23 No member of the SC shall be appointed to any office of the Association paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Association. However, nothing shall prevent any payment in good faith by the Association of reasonable and proper out-of-pocket expenses incurred by

any member in connection with their attendance to any matter affecting the Association.

## **7. Powers**

7.1 The Association shall have the following powers and which may only be exercised in promoting the objectives of the Association. Any income generated by the exercise of these powers is to be applied to the promotion of these objectives.

- To employ one or more persons to manage and execute the Association's business in accordance with its objects.
- To develop, promote and seek to have implemented programmes, policies and strategies that, in the opinion of the Association, would contribute to the achievement of its main object.
- To co-operate with and enter into joint initiatives with other persons and bodies,
- To enter into any arrangements with any government or authority or educational institution, supreme, municipal, local or otherwise, or company that may seem conducive to the Association's objectives and to obtain from any such government authority or company or educational institution any charters, contracts, accreditation, decrees, rights, privileges and concessions and to carry out exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges and concessions.
- To solicit, collect, receive and administer funds in money for the purposes of the aforesaid.
- To accept subscriptions, donations, devises and bequests of property of all kinds.
- To pay out of the funds of the Association whether by Electronic Funds Transfer or otherwise, all fees and expenses which the Association may pay or incur with respect to the formation and registration of the Association or generally in respect of services provided from time to time to the Association by its professional or other advisors; to draw, make, accept, endorse, discount, execute or issue (or arrange the issuance on its behalf of) cheques, bank drafts, promissory notes, bills of exchange, debentures, letters of credit and other negotiable or transferable instruments or securities.
- To foster and undertake research into any aspect of the work of the Association and to disseminate the results of any such research.
- To hold exhibitions, meetings, lectures, classes, seminars and courses, either alone or with others.
- To cause to be written and printed or otherwise reproduced and circulated, gratuitously or otherwise and in any form or medium, periodicals, magazines, books, leaflets, websites and other documents, films or recorded tapes.
- To forge links between education partners for the advancement of the purposes of the Association.

- To do all such other things as are incidental or conducive to the attainment of the main objects of the Association.

## **8. Strategic Partnerships**

8.1 Without prejudice to the powers of the Association under Clause 7 above, the Association may enter into strategic partnerships with HEIs or with NGOs as deemed necessary and beneficial to enable, facilitate and support the acquisition and management of human, financial and informational resources towards furthering the achievement of its objectives.

8.2 Each such partnership shall operate in accordance with a Partnership Agreement, signed on behalf of the Association by the Chair. No such partnership shall be entered into other than with the prior approval of the SC given at a duly convened meeting of the SC.

## **9. Thematic Study Groups**

9.1 The Association shall enable, facilitate and support thematic study groups to further the achievement of its objectives.

9.2 A Study Group may be established with the consent of the SC on foot of a proposal made to the SC by interested DSAI members. No such Study Group shall be deemed to exist other than with such consent having been given in advance.

9.3 Each Study Group shall nominate a convenor.

9.4 Study Groups shall develop an annual plan in relation to their thematic area, and function accordingly.

9.5 Study Groups shall provide such reports to the SC as the SC shall determine from time to time.

## **10. Insurance**

10.1 The Association shall ensure that it and its members is properly insured against any claims which may arise as a result of its activities.

10.2 Insurance referred to at 10.1. above shall include insurance which indemnifies the members, committee members and officers of the Association against all losses or liabilities which he/she may sustain or incur in or about the execution of the duties of his/her office or otherwise in relation thereto; and no SC member officer of the Association shall be liable for any loss, damage or misfortune which may happen to or

be incurred by the Association in the execution of the duties of his/her office or in relation thereto where that SC member or officer has acted in good faith in carrying out their fiduciary duty as a SC member or officer of the Association.

## **11. Winding Up**

11.1 If upon the winding up or dissolution of the Association there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Association. Instead, such property shall be given or transferred to some other organisation having objectives similar to those of the Association. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Association under or by virtue of 4.10 hereof. Members of the Association shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable institution.