SOROPTIMIST INTERNATIONAL GREAT BRITAIN AND IRELAND (SIGBI)
LIMITED DIAMOND EDUCATION GRANT CONSTITUTION

1. OBJECT
The Fund shall provide grants to assist women in advancing their education.

2. ELIGIBILITY
The Fund will be open to women and girls of all ages who are sponsored by a Soroptimist Club in a SIGBI Ltd member country, and is expected to have a further 5 years of working life within her country of residence.

3. MANAGEMENT
3.1. The management of the Fund and the disposition thereof shall be under the control of a Board of Trustees. Five Trustees in total; four of whom have been members of SIGBI Ltd for not less than 3 years, and have been elected by the membership in UK, Isle of Man, Channel Islands and Republic of Ireland. One of these Trustees should be qualified to act as Treasurer. The Fifth Trustee will be the Director of Programme to represent the Board of SIGBI Ltd.

3.2. The routine management of the Fund will be carried out by the elected Board of Trustees who are Soroptimist members in good standing.

3.3. A member will not be allowed to act as Trustee if she is disqualified by virtue of section 178 or by an order under section 181A of the Charity Act 2011 (or any statutory re-enactment or modification of that provision)

3.4. Where a Trustee is unable to act, for any reason (e.g. ill health), the remaining Trustees will continue to act as Trustees.

3.5. A Trustee will cease to hold office if she is, in the opinion of the Trustees, guilty of conduct detrimental to the interests of the Diamond Education Grant Fund and the Trustees resolve by a 75% majority of those present and voting that she be removed provided that the Trustee concerned has first been given an opportunity to put her case and to justify why she should not be removed as a Trustee.

3.6. When a Trustee cannot attend a meeting of the Board of Trustees, a proxy may not be nominated.
4. **OFFICERS**

4.1. The Chair of the Fund will be appointed by the members of the Board of Trustees at their first meeting and at the General Meeting every two years thereafter, (The Chair may serve for a maximum of four years i.e. 2 + 2).

5. **TERMS OF OFFICE**

5.1. All Trustees shall serve on the Trustee Board for two (2) years with the opportunity for re-election for a two further years.

5.2. The qualifications/skills of Trustees will be as specified in the Role Specification contained in the Protocol.

6. **FUNDING**

6.1. The Diamond Education Grant Fund income shall be raised through a levy on members residing in the UK, Channel Islands, Isle of Man and Republic of Ireland; investment income; legacies and donations.

6.2. All monies forming part of the Fund shall be invested or used as income at the discretion of the Board of Trustees unless otherwise directed by the donor and/or testators and shall be applied solely towards the promotion of the Objects.

7. **REIMBURSEMENT OF EXPENSES**

7.1. A Trustee, may be reimbursed from the income of the Fund for any reasonable expenses i.e. postage, telephone, properly incurred when acting on behalf of the Fund.

7.2. No Trustee may be paid or receive any other benefit from being a Trustee, or have a financial interest in the supply of goods or services to the charity or acquire or hold any interest in the property of the Charity (except in order to hold it as a Trustee of the Charity)

8. **MEETINGS**

8.1. The Diamond Education Grant Fund must hold a General Meeting within twelve months of the date of the adoption of this Constitution. These meetings may take such form as the Trustees decide, including electronic means.

8.2. A General Meeting must be held either in each subsequent year or biennially. These meetings may take such form as the Trustees decide including electronic means.

8.3. With the agreement of at least 50% of Trustees, a Special Meeting (to discuss a particular matter) may be called at any time. These meetings may take such form as the Trustees decide, including electronic means.
9. **NOTICE**

9.1. The minimum period of notice required to hold any General Meeting of the Diamond Education Grant Fund shall be Twenty-Eight days from the date on which the notice is deemed to have been given.

9.2 A Special General Meeting may be called at shorter notice, if it is agreed by not less than 60% of Trustees entitled to attend and vote.

9.3 The notice must specify the date, time and place of the meeting and the nature and the business. If the meeting is to be the annual General Meeting the notice must say so.

10. **QUORUM**

10.1 No Business shall be transacted at the General Meeting unless a quorum is present. A Quorum shall be not less than 60% of Trustees entitled to vote on business to be conducted at the meeting.

11. **VOTING**

11.1 All members of the Board of Trustees attending shall be entitled to vote at any meeting (General Meeting, Routine Meeting, and Special Meeting). With the exception of the provisions of Clause 17, a simple majority vote of all those present and voting shall prevail. In the event of equality voting the Chair shall have a casting vote in addition to their personal vote.

12. **APPLICATIONS TO THE FUND**

12.1 All requests for Grants from the Fund, which is sponsored and supported by a Soroptimist Club within the Federation of SIGBI Ltd, shall be considered and investigated at an annual applicant selection meeting of the Trustees whose decision will be final. The Fund Treasurer will provide the Board of Trustees with details of the finance available for grants in each specific year. This work can be undertaken electronically; e.g. Email; Skype; or other electronic means.

12.2 The Fund shall not make loans.

12.3 Confidentiality in regard to the recipients of grants shall be maintained at all times by the sponsoring club, Committee and Trustees, unless the recipient agrees to confidentiality being waived.

13. **MINUTES**

13.1 The Secretary of the Board of Trustees must keep minutes of all:

13.1.1 Appointments of Officers: e.g. Treasurer; Secretary; Trustees (and date of appointment and eligibility for re-election where appropriate).

13.1.2 Meetings of the Trustees including the names of those present, decisions made and reasons for those decisions.
13.1.3 Minutes will be circulated to all Trustees and copied to the Executive Officer of SIGBI Ltd.

14. **STATUTORY OBLIGATIONS**

14.1 The Trustees must comply with their obligations under the Charities Acts 2011 and 2016 and with regard to this:

14.1.1 Keep proper books of accounts showing particulars of all receipts and payments. Such books shall always be open to inspection by the Trustees.

14.1.2 Prepare the annual statement of account for the Charity to the 31\textsuperscript{st} March in each calendar year.

14.1.3 Prepare these accounts in accordance with the provisions of any “statement of recommended practice” issued by the Charity Commission.

14.1.4 Submit the accounts for examination to an Independent Examiner.

14.1.5 Prepare an annual return and submit it to the Charity Commissioners.

15. **HONORARY SECRETARY’S REPORT**

15.1 The Secretary shall prepare a report of the work of the Board of Trustees during the preceding year, and copies of such Report and Accounts shall be forwarded to the Board of SIGBI Ltd and all Members by the 30\textsuperscript{th} June in each calendar year.

15.2 A Member may forward any question(s) relating to the Diamond Education Grant’s Report and Accounts, in writing to the Secretary. The Secretary shall provide a response to the question(s) within fourteen days of receiving the request.

16. **AMENDMENT**

16.1 Subject to the following provision of this clause, the Constitution may be amended by a resolution passed at a General Meeting. The notice of the General Meeting must include notice of the resolution setting out the terms of the amendment proposed. (A Quorum shall be not less than 50% of Trustees entitled to vote on business to be conducted at the meeting).

16.2 No amendment may be made to clauses 1, 8, 17, without prior written approval of the Board of SIGBI Ltd.

16.3 No amendment may be made which would have the effect of making the Charity to be a Charity at Law.

16.4 The Trustees must promptly send to the Board of SIGBI Ltd and the Charity Commission a copy of any amendment made and keep a copy of any such amendment with this Constitution.

DEG Constitution – Amended by a vote of Trustees – 7 August 2020 (Latest Version)
17. DISSOLUTION

17.1 The Diamond Education Grant Trustees shall seek approval from the Board of SIGBI Limited in order to dissolve the Charity.

17.2 In the event that the Trustees resolve to dissolve the Charity, the Trustees will remain in office and be responsible for winding up the affairs of the Charity in accordance with this clause.

17.2 The Trustees must collect in all assets of the Fund and must pay or make provision for all liabilities of the Fund.

17.3 The unexpended balance of the Fund shall be utilised in making grants to women for the advancement of education, qualified as aforesaid, who shall have applied before dissolution. The residue shall be paid or transferred to any charitable institution(s) for purposes the same as, or similar to, the Diamond Education Grant Fund.

Signed by:

[Signature]

President of SIGBI Ltd/Trustee of Diamond Education Fund, signed on 24th July 2020

Amendments approved by the Trustees of the Diamond Education Grant at a meeting of the Trustees on 23rd July 2020