

**REPUBLIC OF SOUTH AFRICA
COMPANIES ACT, 1973**

**MEMORANDUM OF ASSOCIATION OF A COMPANY
NOT HAVING A SHARE CAPITAL**

**HEALTH QUALITY ASSESSMENT
(ASSOCIATION INCORPORATED UNDER SECTION 21)**

Registration Number 2000/025855/08

1. **NAME**

- (a) The name of the Company is : **HEALTH QUALITY ASSESSMENT (ASS INC UNDER SECTION 21)**
- (b) The name of the Company in the other official language of the Republic is:
NOT APPLICABLE
- (c) The shortened form of the name of the Company is : **HQA**

2. **PURPOSE DESCRIBING MAIN BUSINESS**

The main business, which the Company is to carry on, is:

To develop a health audit report of the health care funding industry focussing on quality with the goal of becoming the Southern African national standard of objective performance measurement for quality that will in an evolutionary way develop with the industry.

3. **MAIN OBJECT**

The main object of the Company is:

The development of a health audit report of the health care funding industry focussing on quality with the goal of becoming the Southern African national standard of objective performance measurement for quality that will in an evolutionary way develop with the industry.

4. **ANCILLARY OBJECT EXCLUDED**

None of the specific ancillary objects referred to in Section 33 (1) of the Act are excluded from the unlimited ancillary objects of the Company.

5. **POWERS**

- 5.1 The specific powers or part of any powers of the Company, if any, which are excluded from the plenary powers or the powers set out in Schedule 2 of the Act:

The Company shall not be entitled to distribute in specie or in kind any of its assets among its members, accordingly power (s) is excluded.

5.2 The specific powers or part of any specific powers of the Company set out in Schedule 2 to the Act which are qualified under Section 34 of the Act are:

5.2.1 power (b) which is amended by the addition of the words "provided the leasing of premises is not the major business of the Company" after the words "... or all or any part of its property and assets".

5.2.2 power (f) which is amended to read as follows:

"To lend money to any person or company provided it is to the direct benefit and promotion of the main object of the Company and provided that interest on the loan is not less than the prevailing rate of interest".

5.2.3 power (k) to be modified to read as follows:

"To form and have an interest in any company or companies having the same or similar objects to the company for the purpose of acquiring the undertaking or all or any of the assets or liabilities of that company or companies or for any other purpose which may seem, directly or indirectly, calculated to benefit the company, and to transfer to any such company or companies the undertaking of all or any assets or liabilities of the company".

5.2.4 power (l) to be modified to read as follows:

"To amalgamate with other companies having the same or similar objects as the company".

5.2.5 power (m) to be modified to read as follows:

"To take part in the management, supervision and control of the business or operations of any other company or business having the same or similar objects as the company and to enter into partnerships having the same or similar objects as the Company".

5.2.6 power (n) to be modified to read as follows:

"To remunerate any person or persons in cash for services rendered in its formation or in the development of its activities".

5.2.7 power (o) to read as follows:

"To make donations provided that no donation may be made to members or directors".

5.2.8 power (r) to read as follows:

"To pay gratuities and pensions and establish pension schemes and incentive schemes in respect of its bona fide employees".

6. CONDITIONS

6.1 The income and property of the Company whencesoever derived shall be applied solely towards the promotion of its main object, and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise howsoever, to the members of the Company or to its holding company or subsidiary: Provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Company or to any member thereof in return for any services actually rendered to the Company.

6.2 Upon its winding-up, deregistration or dissolution, the assets of the Company remaining after the satisfaction of all its liabilities shall be given or transferred to some other association or institutions having objects similar to its main object, to be determined by the members of the Company at or before the time of its dissolution or, failing such determination, by the Court.

7. PRE-INCORPORATION CONTRACTS: NONE**8. GUARANTEE**

8.1 The liability of members is limited to the amount referred to in paragraph 8.2.

8.2 Each member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year afterwards, for payment of the debts and liabilities of the company contracted before he ceases to be a member, and of the costs, charges and expenses of the winding-up, and for adjustment of the rights of the contributories among themselves, which liability shall be limited to R1-00 (ONE RAND) by each member.

9. FINANCIAL YEAR END: 31 December**ASSOCIATION CLAUSE**

We, the several persons whose full names, occupations, residential, business and postal addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association, and we respectively agree to become members of the Company.