



TANZANIA COFFEE RESEARCH INSTITUTE

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THE COMPANIES ORDINANCE (CAP.212)

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING SHARE CAPITAL

MEMORANDUM

AND ARTICLES OF ASSOCIATION

OF

THE TANZANIA COFFEE RESEARCH INSTITUTE LIMITED

AS AMENDED PURSUANT TO SPECIAL RESOLUTIONS PASSED

ON The 20<sup>th</sup> Day of May 2005

Incorporated this 9<sup>th</sup> day of August 2000

Drawn by

I.O. Madega  
Advocate  
P.O. Box 1163  
Dar es Salaam

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**THE COMPANIES ORDINANCE (CAP. 212)**  
**COMPANY LIMITED BY GUARANTEE**  
**AND**  
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**MEMORANDUM OF ASSOCIATION**  
**OF**  
**THE TANZANIA COFFEE RESEARCH INSTITUTE LIMITED**

1. The name of the company is THE TANZANIA COFFEE RESEARCH INSTITUTE LIMITED.
2. The Registered Office of the Institute will be situated in Tanzania
3. The objects for which the Institute is established are:
  - a) To initiate implement, promote and carry out directly or through sub-contract, research into all matters relating to coffee production pulping, processing, curing, liquoring, quality, farming systems and systems of husbandry of other crops as are associated with coffee and matters ancillary thereto.
  - b) To extend the results of the research to coffee growers, the coffee industry and the wide scientific community in the most appropriate way through publications, field visits, open days, reports, conferences, seminars and short courses, etc.
  - c) To encourage, support, organize and or facilitate all aspects of training and extension, management development dealing with the coffee industry.
  - d) To extend, prepare, edit, print, publish, issue, acquire and circulate any literary works or matters treating of or bearing on the said research work; to establish and maintain collections of material, literature and scientific data relating thereto; to disseminate information obtained therefore; and to contribute towards the provision of a library or libraries designed to assist such work.
  - e) To adopt such means of making known the activities and products of the institute as may seem expedient, and in particular by

advertising in the press, in radio, cinema or television, by circulars or and exhibition of scientific works or by printing of books and periodicals and by granting prizes, rewards and donations.

- f) To acquire by way of purchase, take on lease or in exchange, hire or otherwise own any movable or immovable property and in particular any land, buildings, workshops, laboratories, machinery plant, apparatus, appliance, livestock, and any buildings which may be from time to time required for the purpose of the Institute, and to manage, farm, develop, sell, demise, let, hire, mortgage, dispose of, turn to account or otherwise deal with all or part of the same with a view to promotion of the objects of the Institute, and to conduct and carry on experiments, and to provide funds for such work and for payments to any person or persons engaged in research work, whether on such land or in such laboratories or elsewhere, and to promote the training of persons employed or to be employed on such work.
- g) To pay out of the funds of the Institute all expenses of and incidental to its formation and registration and to remunerate any person or company for the services rendered in the formation or the promotion thereof.
- h) To use the resources of the Institute in the employment and training of the personnel in the learning of skills relating to coffee and the provision and use of buildings, infrastructure and of vehicles, equipment of the Institute for any form of scientific studies which have a bearing on the objects of the Institute.
- i) To establish or aid in the establishment and support of associations, institutions, funds trusts and conveniences calculated to benefit employees or ex-employees of the Institute the dependants of such persons and to grant pensions, gratuities and allowances to Directors and to any persons who have or have been at any time employed by or in the service of the Institute and to make payments towards insurance of such persons.
- j) To recruit, or employ retain qualified professionals and other personnel or institutions in connection with the objects of the Institute and to pay them such fees or remuneration as may be expedient.
- k) To encourage the discovery of and investigate and make known the value and merits of plants, inventions, improvements, processes, materials and designs which may seem capable of being used in the growing and manufacture of coffee and its preparation for the

market and to apply for purchase or otherwise acquire or oppose the application by others for any letters patent or patent or licenses whether exclusive, non-exclusive or limited relating to such plants, inventions, improvements processes, materials, or designs, and to acquire and register any designs or standardization marks with a view to the use thereof by growers and manufacturers of coffee and others upon such terms as may seem expedient, and to arrange for the development, perfecting and testing of the value of such plants, inventions, improvements, processes, material and designs.

- l) For the benefit of the coffee industry to collect refine, maintain, disseminate statistical and other information relating to the planting, production, processing, blending, packaging, marketing and shipping of made coffee.
- m) To apply to any Government or Authorities, public bodies corporations, companies or persons for and to accept grants or money and land, donations, gifts, subscriptions and other assistance with a view to promoting the objects of the Institute.
- n) To collaborate with the research work of any person or enter into partnership or any arrangements for sharing scientific information or knowledge or interest, co-operation, joint venture, reciprocal concessions or otherwise, with any person or company carrying on or engaged in or about to carry on or engage in any activity or activities which the Institute is authorized to carry on or engage in the benefit or the coffee industry.
- o) To establish, equip, maintain, control and manage any associate or subsidiary stations having objects similar to those of the Institute in any part of the world as may expedient.
- p) To regulate and control coffee pests and diseases.
- q) To promote technological advancement in coffee industry.
- r) To provide consultancy and technological advisory services to coffee growers.
- s) To undertake and execute any trusts which may be conducive to any of the objects of the Institute.
- t) To borrow or raise any money that may be required by the Institute upon which such terms and upon such security as may be deemed advisable.

- u) To pay all expenses preliminary or incidental to the formation of the Institute and its registration.
- v) To promote and further the interests of the Institute both in Tanzania and internationally.
- w) To promote, support and advise on any measures affecting coffee research, training and extension, development, and where necessary, to make representations to Government thereon.
- x) To do all such other lawful things as may be necessary or expedient for the attainment of any or all of the objects specified in this Memorandum.
- y) To ensure that the objects and functions of the Institute are in conformity with the Government policies and strategies in respect to coffee development.

The objects set forth in any sub-clause of this Clause shall not be restrictively construed, but the widest interpretation shall be given thereto, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clauses or by the name of the Institute. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clauses, but the Institute shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one of more of the and sub-clauses

4. The liability of members is limited by guarantee.
5. The income and property of the Institute however derived, shall be applied solely towards the promotion of the objects of the Institute as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, gift, division, bonus or otherwise howsoever by way of profit to any member of Institute PROVIDED that nothing herein shall prevent the payment in good faith, of reasonable and proper remuneration to any officer member or servant of the Institute, in return for any services rendered to the Institute or for any material, labor, plant and utilities supplied for experimental purposes, or the payment of interest at a reasonable rate on money lent, or the

payment of a reasonable and proper rent for premises demised or let by any member to the Institute;

Provided that no member of the Institute shall be appointed to any salaried office; and that no remuneration or other benefits in money or in money's worth shall be made by the Institute to any member except the repayment of out-of-pocket expenses and interest as aforesaid on and rent PROVIDED further that nothing herein before contained shall prevent any payment to any company of which a member of the Institute may be a shareholder holding less than one-hundredth of its capital and members shall not be bound to account for any share of profits they may receive in respect of any such payment PROVIDE ALSO that nothing herein shall prevent any member of the Institute from exercising any process, and making, using, acquiring and vending and articles and things in the ordinary course of his business for profit or otherwise under any license or permission in respect of any discovery, invention or patent resulting from the works of the Institute.

6. Every member of the Institute undertakes to contribute to the Assets of the Institute in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Institute contracted before he ceases to be a member and of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves such sums as may be required not exceeding the sum of Tanzania Shillings One Hundred Thousand.
7. If upon winding-up or dissolution of the Institute there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be given or transferred to coffee industry in Tanzania to be used for similar purposes, and should the body at the time of distribution of the assets not be in existence, the property shall be given to any successor Institution carrying out coffee research in Tanzania for similar purpose, and should the body at the time of distribution not be in existence the property shall be held in trust for coffee research.

We several persons whose names and addresses are subscribed are desirous of being formed into an institute in pursuance of this Memorandum and Article of Association.

**NAME, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS**

**SIGNATURE OF SUBSCRIBERS**

1. GODFREY MAKONGANYA  
Chairman  
Isayula Ltd.

P.O. Box 402  
MBOZI  
FARMER.

2. ELIASI SEMLAKA  
General Manager  
VCU  
P.O. Box 231  
SAME.
3. SANGITO LUCAS KAAYA  
Chairman,  
Arusha Cooperative Union,  
P.O. Box 7073,  
ARUSHA  
FARMER.
4. PETER BOMBO BARIE,  
Permanent Secretary,  
Ministry of Agriculture and Cooperatives,  
P.O. Box 9192  
DAR ES SALAAM  
CIVIL SERVANT
5. ALOIS TUONEYE MNDALAVUMA  
Chairman,  
Mbocu Ltd.,  
Mbozi  
FARMER.
6. RAYMOND AMOS KIMARO  
KNCU (1984) Ltd.,  
P.O. Box 3032  
MOSHI.
7. EDWIN ISAAC MBILIEWI MTEI  
Chairman,  
TCGA Ltd.,  
P.O. Box 102,  
MOSHI  
FARMERS.

Dated this ..... Day of ..... 2000



Witness to the above signature:

Signature: .....

Full name: .....

Address: .....

Qualification.....

**THE COMPANY ORDINANCE (CAP. 212)**

**ARTICLES OF ASSOCIATION**

**OF**

**THE TANZANIA COFFEE RESEARCH INSTITUTE LIMITED**

**Interpretation:**

1. In these regulations: -

“Board of Directors” shall be the Board of Directors appointed pursuant to Article 17.

“Coffee” means the coffee tree, cherry dried cherry, berries or beans or parts of berries or beans of the coffee spices and includes clean coffee, parchment coffee, lights, triage, buni and hulled buni.

“The Government” means the Government of the United Republic of Tanzania.

“The Institute” means the Tanzania Coffee Research Institute Limited.

“The Ordinance” means the Companies Ordinance (Chapter 212).

When any provision of the Ordinance is referred to, the reference is to such provision as modified by any law for the time being in force. Unless the context otherwise requires, expressions defined in the Ordinance or any other statutory modification thereof in force at the date at which these regulations become binding on the Institute shall have the meanings so defined.

Marginal notes and titles are inserted for convenience only and shall not affect the meaning of operation of these Articles unless the context otherwise requires.

Words importing the singular number shall include the plural, and the converse shall also apply.

Words importing the masculine gender only shall include the feminine gender, and words importing persons shall include companies of corporations.

2. **The Regulations contained in TABLE “C” in the First Schedule to the Ordinance shall not apply to the Institute, except in so far as the same are repeated or contained in these articles.**

## MEMBERSHIP

- |                    |           |   |
|--------------------|-----------|---|
| Numbers of Members | 3.        | For purpose of registration the number of members is declared to be <b>seven</b> but the Institute may from time to time register an increase of members.   |
| Construction       | 4.<br>(i) | The members of the Institute shall consist of full, associate and honorary members. The full members shall be members mentioned in Article 4 (ii) who shall have voting rights on all matters relating to the Institute's operations and entitled to be appointed to the Board of Directors: Associate members shall be interested members from categories of full members (b-d) but not meeting the limits of the categories at the time of application, but shall have no voting rights at the members meetings while honorary members shall be individuals of outstanding reputation and standing with extensive experience in coffee research and related matters and support the objectives and ideals of the Institute. They will have the right to attend the Annual General Meeting but will have no voting rights.   |
|                    | (ii)      | The Institute's full members shall include;<br><ul style="list-style-type: none"><li>a) <b>The Government of the United Republic of Tanzania</b>, represented by (i) Ministry responsible for Agriculture and (ii) the coffee industry-regulating agency.</li><li>b) <b>Grower members</b> shall be drawn from an interested group of members formed into cooperatives or other associations comprising of not less than ten coffee growers producing an average of not less than one thousand metric tones over the past four years.</li><li>c) <b>Buying members</b> shall be drawn from interested groups/companies actively engaged in trade dealings of coffee produced in Tanzania and who are selling such coffee as green beans or after roasting and packing, either for local consumption or for export. To qualify for this category each member must deal in not less than two thousands metric tones per year.</li><li>d) <b>Processing members</b> – shall be drawn from interested companies owning coffee curing and processing plants processing at least two thousand metric tons per year.</li></ul> |

No single member shall be represented in more than one category of membership above.

Eligibility of membership

5. **All the four categories of members indicated in sub-articles 4 (b), (c), and (d) above shall be eligible for membership, provided that they have applied for such membership in accordance with Article 6. Any company, which markets coffee for and on behalf of Grower members within the same corporate structure, may only be represented as a Grower member in the names of the aforesaid Grower Members.**

Application and election membership

6. Every application for membership shall be made to the Secretary of the Institute with the exception of the **Government of the United Republic of Tanzania**. Each application shall include:-

- a) The name and postal address and geographical location of the estates, smallholding or factory and, if the applicant is a corporate or statutory body, the address of its registered office.
- b) A statement as to whether the applicant is the owner or the lessee of the estate or factory.
- c) A signed declaration that the applicant agrees to be bound by the Memorandum and Articles of Association establishing this Institute.
- d) The payment of the requisite application or membership fee as determined by the Institute from time to time.

Every application for Associate membership shall include, in addition to the other requirements, a full statement of the circumstances on which the applicant claims eligibility for Associate membership in accordance with the required procedure.

Secretary to submit application to Board

7. The Secretary shall submit the application to the Board of Directors at the following meeting unless the date of such meeting is less than 4 days after the receipt by him of the application, in which case submission may be deferred until the next following meeting.

Board of Directors to

8. On submission of an application for membership, the Board of

consider application	Directors shall proceed to accept or reject the applicant. The procedure of considering the applications shall be by majority of votes of those present and voting by show of hands
Successful applications notified by Secretary	9. When an application has been considered by the Board of Directors in accordance with Article 8 above, the Secretary of the Board shall, without delay, send notice of the result thereof to the applicant in writing.
Successful applicant to be notified	10. <b>An applicant who has been admitted to the company's membership shall become a member of the Institute on payment of the requisite membership fee.</b>
Institute disclaimer to members compensation	11. No member shall be entitled to make any claim for compensation or otherwise against the Institute or any officer thereof in respect of any physical and or mental injury suffered while engaged upon the business of the Institute.
Reprimand and Dismissal of members	12. In case the conduct of any member shall in the opinion of the Board of Directors be incompatible with the objects of or injurious to the character or interests of the Institute the Board of Directors shall call upon such member for an explanation either in writing or in person and if such member fails to give an explanation (for the misconduct) within seven days upon receipt thereof or gives an unsatisfactory explanation the Board of Directors may reprimand the member and or impose on the member a fine of an amount not less than shs. 50,000.00 and require direct rectification of the situation by the member where appropriate.
Members to be barred from attending meeting etc.	13. The Board of Directors may, if it deems fit, bar the member from attending any meeting of the Institute or voting by proxy or receiving any circular, communications or benefits of any kind from the Institute for all the period of occurrence of the misconduct. Should the Board of Directors then deem it necessary to expel the member from the Institute, a proposal should be passed for inclusion in the Agenda of the next General Meeting.
Misconduct acts explained	14. Misconduct shall include any act or omission by a member, which in the opinion of the Board of Directors is prejudicial to the interests of the Institute. If a member is expelled on the grounds of misconduct he may not be allowed to reapply for membership until the passage of twelve months following such expulsion.

Cessation of membership 15. Membership shall cease in the event of bankruptcy of any member, **insolvency incase of body corporates** or upon giving three months notice in writing to the Board of Directors of his intention to resign or having become ineligible in accordance with Article 14 above, or in the event of his failure to pay subscription within sixty days of due date without reasonable cause.

No claim on Institute if membership ceases 16. If a member shall cease to be a member of the Association he shall also cease to have any claim on interest in the Institute. Nothing in this Article shall be deemed to limit such member's liability for one year thereafter as provided for in Article 48.

### THE BOARD OF DIRECTORS

Appointment of the Board of Directors 17. (a) There shall be a Board of Directors initially appointed by the subscribers to the Memorandum and Articles of Association and shall be confirmed by the Annual General Meeting of the Institute.  
(b) The Annual General Meeting shall appoint the Board of Directors who shall comprise of eight members drawn from the following institutions.

- (i) The Government, one member
- (ii) Tanzania Coffee Board, one Member
- (iii) Tanzania Coffee Association, one member
- (iv) Coffee Growers Association, one member
- (v) Smallholder farmer associations, four members representing (a) The Northern Zone, one member (b) Southern Zone (Ruvuma), one member (c) Southern Highlands Zone (Iringa, Mbeya and Rukwa), one member (c) Lake Zone (Kagera, Kigoma and Mara), one member.
- (vi) The Board may co-opt any representative of the donor community to the industry or an expert to attend the Board provided that such co-opted person shall not be allowed to vote.
- (vii) The annual general meeting shall also appoint alternate directors in categories iii, iv, and v above who will attend Board meetings in the absence of Directors.

Management of the Institute through Board of Directors 18. (a) The power to carry out the operations and management of the Institute shall vest in the Board of Directors, through its Chief Executive Director. The

Board may exercise all powers of the Institute not required by these Articles or by the Ordinance to be exercised by the Institute in a General Meeting. The Board of Directors shall consist of eight members.

(b) The members of the Board of Directors shall hold office for a period of three years from the date of appointment and shall be eligible for re-appointment.

(c) In case of a Board member, who is a member by virtue of his holding some office he shall cease to be a member upon his ceasing to hold that office.

(d) Any member of the Board may at any time resign from the Board by giving notice in writing to the Chairman of the Board and the date specified in the notice or, if no date is so specified, from the date of receipt of the notice by the Chairman he shall cease to be a member.

Secretary to the Board

19. The Chief Executive Officer of the Institute shall serve as the Secretary to the Board and will prepare all board papers and perform all the duties and tasks of a Board Secretary. The Chief Executive Officer may however appoint an experienced officer to assist him in the discharge of the duties of a Secretary.

Appointment of proxies

20 a) Any member of the Board of Directors who is unable to attend any meetings of the Board may appoint as his proxy in respect of such meeting or meetings any other person who is himself either a member of the Institute or is a partner in or a Director of a firm, which is a member of the Institute. Provided that the same person may not attend as proxy for more than three consecutive meetings of that Board unless he has been appointed to be the standing proxy for such a member.

b) Any member of the Board of Directors may appoint any other person who is qualified as provided herein to be his standing proxy to attend any meeting of the Board of Directors which he himself is unable to attend provided that the appointment of standing proxy must be confirmed by the Board of Directors and such a standing proxy shall be valid twelve months from the date of confirmation by the Board of Directors. Previous

holder of an expired standing proxy will be eligible for re-appointment to a proxy as long as he is qualified.

- c) The instrument appointing a proxy shall be in the following form or in any other form which the Institute may approve.

I ..... being  
Member of the Board of Directors of the Tanzania Coffee  
Research Institute Limited do hereby appoint .....  
..... of  
.....as my proxy to vote for me and  
on my behalf .....  
(member) at the meeting of the Board of Directors to be  
held on the ..... Day of .....  
20..... and at any adjournment thereof.

.....  
Signature

Signed this ..... Day of .....20 .....

Technical Panel  
formed

21.

- a) The Board shall appoint a Technical Advisory Panel of five scientists drawn from eminent researchers and extensionists in Tanzania. The Chairman of the Advisory Panel shall be elected from amongst the members of the Panel for a period of two years. The Institute shall provide the Secretariat.
- b) The terms of Reference shall be:
- (i) To review the Annual Budget prepared by the Research Director prior to its submission to the Board with a view to ensuring the long terms scientific approach of Institute balancing this with the requirement of the Coffee Industry
  - (ii) To advise the Board on priorities for research and technology transfer and training



- (iii) programme  
To advise the Board on research management issues and the overall performance of Institute.
  - (iv) To advise the Board on the required research scientific conformities and standards in relation to deliverance demands and policy achievements as set out by Institute.
- c) The term office of the Panel shall be four years. Other terms and conditions shall be stipulated by the Institute.

### PROCEEDINGS OF THE BOARD OF DIRECTORS

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| Meetings of Board Directors            | 22. The Board of Directors shall meet at least twice a year and at such other times as may be necessary or expedient for the dispatch of business. The minutes of the proceedings of each meeting in proper form shall be written and confirmed by signature of the Chairman at the next meeting. Copies of the minutes shall be circulated to each member of the Board of Directors.   |
| Appointment Chairman and Vice-Chairman | <p>23. a) The members shall appoint a Chairman and a Vice-Chairman from amongst their body.</p> <p>b) No member of the Board may hold the office of Chairman or Vice Chairman for more than two consecutive terms of three years but a retiring Vice-Chairman may be elected to the office of Chairman.</p> <p>c) If the Chairman or Vice Chairman conducts himself in a manner detrimental to the interest of the Institute the Board may institute proceedings leading to his removal from office. A charge or charges will be preferred against him and he shall be required to prepare defense upon which the Board will make a ruling on the matter.</p> <p>24. The Chairman or in his absence, the Vice Chairman shall chair every meeting of the Board of Directors. If the Chairman and Vice-Chairman are both absent the members present shall choose one of their members to chair the meeting.</p> |

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|-------------------------|---|
| Quorum                  | 25. The quorum necessary for transaction of the business of the Board of Directors shall be five of whom at least four shall be present in person and all acts, matters and things to be done by the Board of Directors shall be decided by a <b>simple majority</b> of the members present at the meeting.   |
| Voting in Board Meeting | 26. Questions arising at any meeting shall be decided by a <b>simple majority vote</b> . In the event of an equality of votes the Chairman shall have a casting vote. Voting shall be by a show of hands.   |
| Circular resolutions    | 27. Business may be decided on by post after circulation among the members of the Boards of Directors of the papers relating to the matters to be decided upon. A decision so taken must be reported on and minuted at the next succeeding meeting of the Board shall have similar effect as a Resolution passed by Directors. <b>A Resolution in writing signed by all the members shall have similar effect as a Resolution passed by the Board of Directors duly convened and constituted.</b> |
| Appointment Committee   | 28. The Board of Directors may appoint a Committee for any special purpose and request any member of the Institute to serve on such Committee.  |
| Control of Expenditure  | 29. TaCRI shall have power to spend the moneys of the Institute in accordance with the Budget for estimated income and expenditure passed by the Board of Directors. TaCRI may be authorized by the Board of Directors to make any further expenditure or calls for additional funds, which may be considered necessary.  |

#### GENERAL MEETINGS

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|---------------------------|---|
| Notice of General Meeting | 30. A General Meeting of subscribers of which 30 days notice shall be given to all members may be convened by the Board of Directors whenever considered necessary and shall be held at least once a year. Only the business on the Agenda shall be transacted at a General Meeting of the Institute so convened. |
| Special General Meeting   | 31. The Board of Directors on giving 30 days notice shall call a special General Meeting of the Institute or when requested so to do by not less than 25% of the members of the Institute. Such request must state the business to be transacted at the said meeting and no other business may be discussed at    |

such meeting.

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| Mode of sending notice of General Meetings | 32. Notice of a General Meeting of the Institute shall be given by local delivery or by posting the same by registered mail to the registered addresses of members. The Chairman may however direct that notices be given by the telegram, telex or fax. Accidental omission to give the notice required or the non-receipt of a notice by member shall not invalidate proceedings at any General Meeting.  |
| Notice of Proposed Amendment               | 33. Seven days notice of proposed amendment must be given to the Secretary of the Board   |
| Quorum                                     | 34. <b>No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business, save, as herein otherwise provided, a simple majority of members present in person, by proxy or by representative shall be a quorum.</b>   |
| Chairing a General meeting                 | 35. At all General Meetings of the Institute the Chairman, or in his absence, the Vice-Chairman or in the absence of both any member of Board of Directors elected by the meeting, shall chair the meeting.   |
| Annual General Meeting                     | 36. The Annual General Meeting of the Institute shall be held not later than ninety days after each financial year-end, when an annual report and audited accounts for the previous year shall be presented. In the event of the report and Audited Accounts not being prepared in time, the same shall be approved at a postponed sitting of the Annual General Meeting to be held not later than one hundred and twenty days after the said year-end. The Audited Accounts for the past year shall be circulated to all members at least 10 days before the Annual General Meeting. |
| Voting at General Meeting                  | 37. At any General Meeting a resolution put to the vote of the meeting shall be decided on either by a show of hands or secret ballot <b>by a simple majority vote.</b>   |
| Eligibility of Proxy                       | 38. No person shall be appointed a proxy who is not a member or an employee of a member, and the instrument appointing him shall be Deposited at the registered office of the Institute not less than 24 hours before the time of holding the meeting at which the proxy proposes to vote.  |

## ASSETS, FEES, SUBSCRIPTION AND FINANCE

- Entrance Fees 39. With the exception of the Government of Tanzania, entrance fees shall be determined from time to time by the Board of Directors. For the purpose of this article:
- a) Government's contribution to the Institute shall be the physical transfer to the Institute of existing assets and those already committed under the STABEX and EU programme at the coffee research centres at Lyamungu, Uyole, Ugano and Maruku and revenues from coffee sales that would otherwise have accrued to Government plus any future donor funding which would be channeled through Government.
  - b) All entry fees and others shall be paid to the Secretary.
- Other sources of funds 40.
- a) Members of the Institute, except those representing the Government, shall contribute to the funds of the Institute by a subscription cess or levy at such rate(s) as the Board of Directors shall, from time to time, propose. Such subscription cess or levy shall be based on a percentum of auction price in respect to producers and the FOB price in the case of exporters as proposed by the Board subject to the concurrence of the Annual General meeting provided always no such cess or levy shall be effective unless consented to by the Minister for Agriculture.
  - b) Annual government subvention.
  - c) Such other moneys as may be legally paid to the Institute by the Tanzania coffee Board.
- Donations from any person or organization from outside or within Tanzania.
- Accounts of the Institute 41. True accounts shall be kept of the sums of money received and expended by the Institute, and for each matter in respect of which such receipt and expenditure takes place, and of the property, credits, and liabilities of the Institute, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Institute for the time being, shall be open to the inspection of the members. Once at least in every

year the accounts of the Institute shall be examined, and the correctness of the balance sheet ascertained, by one more properly qualified auditor or auditors.

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|-------------------------|---|
| Appointment of Auditors | 42. The Auditors of the Institute shall be appointed by the Annual General meeting.   |
| Refund of Expenses      | 43. Expenses for attending meetings which are properly incurred by the members in a General Meeting and at Board of Directors Meeting shall be charged to the Institute's account at rates to be determined by the Annual General Meeting.. |
| Financial Year          | 44. The financial year of the Institute shall be 1 <sup>st</sup> July to 30 June.   |

#### POWER TO ALTER ARTICLES:

- |                        |  |
|------------------------|--|
| Alteration of articles | 45. These Articles may be added to, repealed, or amended by a Special Resolution passed at any General Meeting of the Institute of which 30 days notice shall have been given and passed by a majority of three – fourths of the votes available and voting in person or by proxy. |
|------------------------|--|

#### THE SEAL

- |                        |  |
|------------------------|--|
| Execution of documents | 46. The Seal of the Institute shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors in presence of <b>one member</b> of the Board of Directors and of the Chief Executive Officer or two members of the Board of Directors and the person acting in the capacity of the Chief Executive Officer shall sign every instrument to which the Seal of the Institute is so fixed in their presence. |
|------------------------|--|

#### WINDING UP

- |  |   |
|--|---|
| Assets of Institute transferable to coffee research upon dissolution | 47. Every member of the Institute undertakes to contribute to the assets of the Institute in the event of the same being wound up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the Institute contracted before the time at which he ceases to be a member, and of the costs, charges, and expenses of winding of the same, and for the adjustment of the rights of the |
|--|---|

contributors amongst themselves, **such sum as may be required not exceeding the sum of Tanzania shillings One Hundred Thousand.**

Assets of  
Institute  
transferable to  
coffee research  
upon  
dissolution.

48. If upon the winding up or dissolution of the Institute there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Institute, but shall be given or transferred to the property shall be given to any successor Institution carrying out coffee research in Tanzania to be issued for similar purpose and should the body at the time of distribution not be in existence the property shall be held in trust for coffee research.

**NAME ADDRESS AND DESCRIPTION OF  
SUBSCRIBERS**

**SIGNATURE OF  
SUBSCRIBERS**

1. Godfrey Makonganya,  
Chairman,  
Isayula Ltd.,  
P.O. Box 402,  
MBOZI.  
FARMER.
2. ELIASI SEMLAKO,  
General Manager VCU,  
P.O. Box 231,  
SAME.
3. SANGITO LUCAS KAAYA  
Chairman,  
Arusha Cooperative Union,  
P.O. Box 7073,  
ARUSHA,  
FARMER.

4. PETER BOMBO BARIE,  
Permanent Secretary,  
Ministry of Agriculture and Cooperatives,  
P.O. Box 9192  
DAR ES SALAAM  
CIVIL SERVANT.

5. ALOIS TUONEYE MDALAVUMA  
Chairman, Mbocu Ltd.,  
P.O. Box 148,  
MBOZI,  
FARMER.

6. RAYMOND AMOS KIMARO  
KNCU (1984) Ltd.,  
P.O. Box  
Moshi.

7. EDWIN ISAAC MBILIEWI MTEI  
Chairman, TCGA.,  
P.O. Box 102  
MOSHI,  
FARMER.

Dated this ..... day of ..... 2000

Witness to the above signature:

Signature: .....

Full name: .....

Address: .....

Qualification: .....



TANZANIA COFFEE RESEARCH INSTITUTE

P.O. BOX 3004, Moshi, Tanzania

Phone: 255-27-2756868; Fax: 255-27-2756773; E-mail: [tacriced@kicheko.com](mailto:tacriced@kicheko.com) & [tacriced@yahoo.com](mailto:tacriced@yahoo.com)

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**EXTRACT FROM THE MINUTES OF FIRST GENERAL  
MEETING HELD IN MOSHI ON 20<sup>TH</sup> MAY 2005**

**SPECIAL RESOLUTIONS**

Members passed the following special Resolutions.

- 1.0 **THAT clause 6** of the Memorandum of Association be deleted.
- 2.0 **THAT clause 7** of the Memorandum of Association be deleted.
- 3.0 **THAT clause 8** of the Memorandum of Association be renumbered as **clause 6** and altered by deleting all the words following the word "themselves" on the last line, and substituting them with the following words. **"Such sum as may be required not exceeding the sum of Tanzania Shillings One Hundred Thousand"**.
- 4.0 **THAT clause 9** of the Memorandum of Association is retained but renumbered as **clause 7**.
- 5.0 **THAT clause 10** of the Memorandum of Association be deleted.
- 6.0 **THAT** the Articles of Association of the company be altered in the manner following:-
  - i. **Article 2** is amended to read as follows:-

**"The Regulations contained in TABLE "C" in the First Schedule to the Ordinance shall not apply to the Institute, except in so far as the same are repeated or contained in these articles"**.
  - ii. **Article 3** is amended to read as follows:

**"For purposes of registration the number of members is declared to be seven but the company may from time to time register an increase of members"**.



iii. **Article 4**

Construction; 4(i).The members of the Institute shall consist of full, associate and honorary members. The full members shall be members mentioned in Article 4(ii) who shall have voting rights on all matters relating to the Institute's operations and be entitled to be appointed to the Board of Directors; Associate members shall be interested members from categories of full members (b-d) but not meeting the limits of the categories at the time of application, but shall have no voting rights at the members' meetings while honorary members shall be individuals of outstanding reputation and standing with extensive experience in coffee research and related matters and support the objectives and ideals of the Institute. They will have the right to attend Annual General Meetings but will have no voting rights.

**The Institute's full members shall include;**

- a) **The Government of the United Republic of Tanzania**, represented by (i) Ministry responsible for Agriculture and (ii) the coffee industry regulating agency.
- b) **Grower members shall** be drawn from an interested group of members formed into cooperatives or other associations comprising of not less than ten coffee growers producing an average of not less than one thousand metric tonnes of green coffee over the past four years.
- c) **Buying members** shall be drawn from interested groups/companies actively engaged in trade dealings of coffee produced in Tanzania and who are selling such coffee as green beans or after roasting and packing, either for local consumption or for export. To qualify for this category each member must deal in not less than two thousands metric tonnes of green coffee per year.
- d) **Processing members** shall be drawn from interested companies owning coffee curing and processing plants processing at least two thousand metric tones per year

No single member shall be represented in more than one category of membership above.

- iv. **Article 5** is amended to "**All four categories of members indicated in sub-articles (a), (b), (c) and (d) .....**"
- v. **Article 6** is amended by replacing the words Ministry of Agriculture with the words "**the Government of the United Republic of Tanzania**".

- vi. **Article 8** is amended by deleting the sentence with the following words

**“An applicant shall only be rejected if he does not fulfill the conditions laid down in Article 4 above although the Board may reject an application at its discretion on account of good cause”.**

- vii. **Article 10** is amended to read as follows:-

**“An applicant who has been admitted to the company’s membership shall become a member of the Institute on payment of the requisite membership fee”**

- viii. **Article 15** is amended by inserting between the words “member” and “or” on the second line; the following words **“insolvency in case of body corporates”.**

- ix. **Article 17(a)** is amended by deleting the sentence running. **“Mr. Leslie Omari and Jeremiah Haki shall be the first directors for the initial period of two months and thereafter the minimum number of directors shall not be less than six directors”.**

- x. **Article 17(b) is amended to read;**

17(b) The Annual General Meeting shall appoint the Board of Directors who shall comprise of eight members drawn from the following institutions.

- a) The Government, one member
- b) Tanzania Coffee Board, one Member
- c) Tanzania Coffee Association, one member
- d) Coffee Growers Association, one member
- e) Smallholder farmer associations, four members representing (a) The Northern Zone , one member (b) Southern Zone (Ruvuma), one member (c) Southern Highlands Zone (Iringa, Mbeya and Rukwa), one member (c) Lake Zone (Kagera, Kigoma and Mara), one member.
- f) The Board may co-opt any representative of the donor community to the industry or an expert to attend the Board provided that such coopted person shall not be allowed to vote.
- g) The annual general meeting shall also appoint alternate directors in categories c, d, and e above who will attend Board meetings in the absence of Directors..

- xi. **Article 18** is amended by renumbering it (a), (b), (c) and (d). Whereas (d) is amended to read:-

**“Any member of the Board may at any time resign from the Board by giving notice in writing to the Chairman of the Board**

and from the date specified in the notice or if no date is so specified, from the date of receipt of the notice by the Chairman he shall cease to be a member”.

- xii. **Article 23(a)** is amended to read as follows:-  
**“The Board members shall appoint a Chairman and Vice Chairman from among their body”**
- xiii. **Article 26** is altered by adding on the first line between the words “a” and “majority”, the word **“simple”**.
- xiv. **Article 27** is amended by deleting all the words after the word “constituted” on the third line from the bottom.
- xv. Article 29 is amended to read :  
**“TaCRI shall have powers to spend the moneys of the Institute in accordance with the Budget for estimated income and expenditure passed by the Board of Directors. TaCRI may be authorized by the Board of Directors to make any further expenditure or calls for additional funds which may be considered necessary.”**
- xvi. **Article 34** is amended to read:-  
**“No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business, save, as herein otherwise provided, a simple majority of members present in person, by proxy or by representative shall be a quorum”.**
- xvii. **Article 36** is amended to read:  
**“The Annual General Meeting of the Institute shall be held not later than ninety days after each financial year end, when an annual report and audited accounts for the previous year shall be presented. In the event of the report and Audited Accounts not being prepared in time, the same shall be approved at a postponed sitting of the Annual General Meeting to be held not later than one hundred twenty days after the said year end. The Audited accounts for the past year shall be circulated to all members at least 10 days before the Annual General Meeting”**
- xviii. **Article 37** is amended to read:-  
**“At any General meeting a Resolution put to the vote of the meeting shall be decided on either by a show of hands or secret ballot by simple majority vote”.**
- xix. Articles 46, 47 48 and 49 are renumbered 45, 46, 47 and 48 respectively.

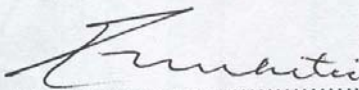
xx. **Article 47** that has been renumbered 46 is amended to provide that the seal can be affixed to any instrument in presence of two Board members and not three as it were.

xxi. **Article 48** (renumbered 47) is amended by adding the following words at its end:

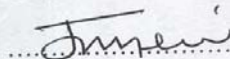
**“Such sum as may be required not exceeding the sum of Tanzania Shillings One Hundred Thousand.”**

7.0 **THAT** the amended Memorandum and Articles of Association be reprinted and filed with the relevant authority.

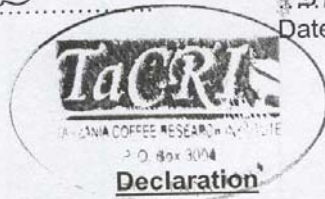
Certified as a true copy of the extract from the minutes of the First Annual General Meeting held on Friday the 20<sup>th</sup> May 2005.

  
.....  
Chairman

31 May 2005  
.....  
Date

  
.....  
Secretary

31 May 05  
.....  
Date



The above resolutions to amend the Memorandum and Articles of Association have been approved by a quorum of the Members present at the 1<sup>st</sup> Annual General Meeting of the Tanzania Coffee Research Institute Limited. Those names and signatures is attached hereto.



ANNUAL GENERAL MEETING – 20<sup>th</sup> MAY 2005 – MOSHI

FULL MEMBERS IN ATTENDANCE

S/no.	Name	Organization	Membership status	Signature
1.	Yahya Omar	Kanyovu Coffee Curing Joint Venture Enterprise. Co. Ltd.	Grower	
2.	Salum Mutakyamilwa	Bukop Ltd.	Processing	
3.	Amiri Hanza Umar	Amir Hamza (T) Ltd.	Buying	
4.	Novatus H. Tegelerwa	KACU Ltd.	Grower	
5.	Aloyce T. Mdalavuma	MBOCU Ltd.	Buying	
6.	Bill Harris	TCA Association	Processing	
7.	Z. S. Moshi	Tanganyika Coffee Curing Co. Ltd.	Processing	
8.	Adolph Kumbura	Association of Kilimanjaro Speciality Coffee Growers	Grower	
9.	Eiasi Wigenge	Mbozi Coffee Curing Co. Ltd.	Processing	
10.	S. N. Ndunguru	Wino Agricultural Marketing Coop. Society	Grower	