

ICH-09 – Form

Reçu CLT / CIH / ITH



# REQUEST BY A NON-GOVERNMENTAL ORGANIZATION TO BE ACCREDITED TO PROVIDE ADVISORY SERVICES TO THE COMMITTEE

DEADLINE 30 APRIL 2017

Instructions for completing the request form are available at:

http://www.unesco.org/culture/ich/en/forms

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# 1. Name of the organization

### 1.a. Official name

Please provide the full official name of the organization, in its original language, as it appears in the supporting documentation establishing its legal personality (section 8.b below).

#### Gaza Trust

#### 1.b. Name in English or French

Please provide the name of the organization in English or French.

# Gaza Trust

# 2. Contact of the organization

# 2.a. Address of the organization

Please provide the complete postal address of the organization, as well as additional contact information such as its telephone number, e-mail address, website, etc. This should be the postal address where the organization carries out its business, regardless of where it may be legally domiciled (see section 8).

Organization:	Gaza Trust
Address:	Muhlanguleni Business Centre, P Bag 7033, Chiredzi
Telephone number:	00263775953307
E-mail address:	gazatrust@gmail.com
Website:	www.ccdizim.org
Other relevant information:	https://www.facebook.com/pg/ccdizim



Cultural

Heritage

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United Nations Educational, Scientific and Cultural Organization



# 2.b Contact person for correspondence

Provide the complete name, address and other contact information of the person responsible for correspondence concerning this request.

Title (Ms/Mr, etc.):	Mr
Family name:	Pikela
Given name:	Hebert
Institution/position:	Director
Address:	Muhlanguleni Business Centre, P Bag 7033, Chiredzi
Telephone number:	00263775953307
E-mail address:	gazatrust@gmail.com
Other relevant information:	

## 3. Country or countries in which the organization is active

Please identify the country or countries in which the organization actively operates. If it operates entirely within one country, please indicate which country. If its activities are international, please indicate whether it operates globally or in one or more regions, and please list the primary countries in which it carries out activities.

local			
🖾 national			
international (please specify: )			
Africa			
Arab States			
Asia & the Pacific			
Europe & North America			
Latin America & the Caribbean			
Please list the primary country(ies) where it is active:			
Zimbabwe			

### 4. Date of its founding or approximate duration of its existence

Please state when the organization came into existence, as it appears in the supporting documentation establishing its legal personality (section 8.b below).

#### 11 Setember 2011

# 5. Objectives of the organization

Please describe the objectives for which the organization was established, which should be 'in conformity with the spirit of the Convention' (Criterion C). If the organization's primary objectives are other than safeguarding intangible cultural heritage, please explain how its safeguarding objectives relate to those larger objectives.

Not to exceed 350 words; do not attach additional information

Gaza Trust/CCDI was founded on the 20th of September 2011 and registered with the Registrar of Deeds in Harare, Zimbabwe. Its registration number is MA3008970/2011. The headquarters of the Trust is currently located in Chiredzi rural, Muhlanguleni Business Centre. Centre for Cutural Development Initiatives (CCDI/Gaza Trust) is a not for profit community organisation that uses a development through culture approach in rural communities. We operate in Zimbabwe in the South-east Lowveld in the communities that are south of the Lundi River in Chiredzi District. This entails culture and heritage preservation as well as promotion, while also implementing community environmental management and sexual reproductive health.

#### MISSION

To be a torchbearer in the development of sustainable livelihoods through a culturally grounded development package that is compatible with rural communities.

### OBJECTIVES

To safeguard the community indigenous knowledge systems.

To promote the rural arts industry through capacity building of artists and marketing of their products to national and international markets.

To preserve the cultural heritage of communities through cultural villages and community museums.

To advocate for the rights of vulnerable groups in the community, sexual reproductive health and strengthening of traditional structures.

To implement a sound community environmental management system.

To apply home-grown culturally based solutions through environmentally and climate-smart agricultural practices

# 6. The organization's activities in the field of safeguarding intangible cultural heritage

Sections 6.a to 6.d are the primary place to establish that the NGO satisfies the criterion of having 'proven competence, expertise and experience in safeguarding (as defined in Article 2.3 of the Convention) intangible cultural heritage belonging, inter alia, to one or more specific domains' (Criterion A).

#### 6.a. Domain(s) in which the organization is active

Please tick one or more boxes to indicate the primary domains in which the organization is most active. If its activities involve domains other than those listed, please tick 'other domains' and indicate which domains are concerned.

oral traditions and expressions

performing arts

Social practices, rituals and festive events

knowledge and practices concerning nature and the universe

traditional craftsmanship

other domains - please specify:

#### 6.b. Primary safeguarding activities in which the organization is involved

Please tick one or more boxes to indicate the organization's primary safeguarding activities. If its activities involve safeguarding measures not listed here, please tick 'other safeguarding measures' and specify which ones are concerned.

identification, documentation, research (including inventory-making)
preservation, protection
promotion, enhancement
transmission, formal or non-formal education
revitalization
other safeguarding measures – please specify:

#### 6.c. Description of the organization's activities

Organizations requesting accreditation should briefly describe their recent activities and their relevant experience in safeguarding intangible cultural heritage, including those demonstrating the capacities of the organization to provide advisory services to the Committee. Relevant documentation may be submitted, if necessary, under section 8.c below.

Not to exceed 550 words; do not attach additional information

Organising and implementing the Great Limpopo Cultural Fair once every year, where cultural products of both the majority and minority cultural groups are expressed and exhibited.

We are a registered promoter of Arts with the National Arts Council of Zimbabwe.

We have promoted artists through cultural platforms such as the Great Limpopo Cultural Fair, Dzimbahwe Festival, Great Mapungubwe Heritage Route Tour Celebrations, Harare International Tourism Carnival, the 2013 Edition of the World Tourism Organisation General Council that was co-hosted by Zimbabwe and Zambia among others.

Developing and mainstreaming of the Xangani language in the Education system.

Developing of the Traditional Initiation carricular among the Hlengwe people.

Implementation of a culture and development approach where local cultural products are used as a means to achieving sustainable development. The trust has been awarded a Footprints of Legends award by South African Broadcasting Corporation's Mungana Lonene FM for contribution in the sustainable development of rural communities through cultural initiatives

The trust has managed to do/facilitate the following programs with success:

Documenting indigneous games

Organising Chiredzi District Career guidance in a cultural setup

Rural children incentive framework

Community dialogue on cultural practices

Cultural social protection mechanism

### 6.d. Description of the organization's competence and expertise

Please provide information on the personnel and membership of the organization, describe their competence and expertise in the domain of intangible cultural heritage, in particular those demonstrating the capacities of the organization to provide advisory services to the Committee, and explain how they acquired such competence. Documentation of such competences may be submitted, if necessary, under section 8.c below.

Not to exceed 200 words; do not attach additional information

Professor Hebert Chimundu is the Board Chair.He founded the African Language Institute and was its first Director. He initiated the Dzimbahwe Festival. Developed the Shona Language at tertiary education level. Pro Vice Chancellor of the Great Zimbabwe University for more than 10 years. Has been Patron and Advisor of the Trust since its inception in 2011. Has wide experience working with minority cultures in the south – east lowveld.

Hebert Pikela is the director and holds a Bachelor of Arts degree in African Languages with the Great Zimbabwe University, more than eight years teaching experience at secondary level, three of which as a non-formal education supervisor at the district office. Attended the International Information centre for Intangible Cultural Heritage in the Asia-Pacific Region, Jeonju city, South Korea. Attended UNESCO community inventorying workshop in Chiredzi and trained as an ICH expert in July 2014. Also participated in International visitor leadership program, USA in March 2017

Khesani Matatise is the Project Coordinator. Holds a Bachelor of Theology, Triune Biblical University, USA. Diploma in Communication and Journalism, Christian College of Southern Africa. Has a media background and qualified in public relations. Experience in project field implementation and film directing.

4. Manatsa Kuzomuka is the administrative Officer and holds a Bachelor of Science in Tourism and Hospitality Management. Experience in personnel management, tourism product promotion, the Hospitality industry and different departments including accounting department.

# 7. The organization's experiences cooperating with communities, groups and intangible cultural heritage practitioners

The Committee will evaluate whether NGOs requesting accreditation 'cooperate in a spirit of mutual respect with communities, groups and, where appropriate, individuals that create, maintain and transmit intangible cultural heritage' (Criterion D). Please briefly describe such experiences here.

Not to exceed 350 words; do not attach additional information

Organising and implementing the Great Limpopo Cultural Fair once every year, where cultural products of both the majority and minority cultural groups are expressed and exhibited. This seeks to promote marginalised cultures by creating a grand regional platform where they are sampled by local, regional and international tourists

The Intercultural creative arts capacity building and networking fair compliments the broader Greater Limpopo Cultural Trade Fair and incooperates two distinct broad aims namely; developmet of the quality of the cultural product so that it increases its value at the market and the capacity building of the artists themselves so they can acquire cutting edge entrepreneurship skills that guarantee their survival on this occupation. Thereafter the artists are expected to implement the lessons learnt in their respective districts maintaining the created networks with other artists and with the client base so created.

Gaza Trust Board comprises three local chiefs who are the custodians of culture. The trust has an official partnership with Chiredzi Rural District Council. The trust has also been supported by the following organizations:

Ministry of Rural Development and Preservation and Promotion of Culture and Heritage

National Museums and Monuments of Zimbabwe National Arts Council of Zimbabwe Zimbabwe National Commission for UNESCO Vhembe District Municipality of South Africa Zimbabwe Tourism Authority Great Limpopo Transfrontier Conservation Area Committees Kambako Bush Craft Museum

### 8. Documentation of the operational capacities of the organization

The Operational Directives require that an organization requesting accreditation submit documentation proving that it possesses the operational capacities listed under Criterion E. Such supporting documents may take various forms, in light of the diverse legal regimes in effect in different States. Submitted documents should be translated whenever possible into English or French if the originals are in another language. **Please label supporting documents clearly with the section (8.a, 8.b or 8.c) to which they refer.** 

#### 8.a. Membership and personnel

Proof of the participation of the members of the organization, as requested under Criterion E (i), may take diverse forms such as a list of directors, list of personnel and statistical information on the quantity and categories of members; a complete membership roster usually need not be submitted.

Please attach supporting documents, labelled 'Section 8.a'.

#### 8.b. Recognized legal personality

If the organization has a charter, articles of incorporation, by-laws or similar establishing documents, a copy should be attached. If, under the applicable domestic law, the organization has a legal personality recognized through some means other than an establishing document (for instance, through a published notice in an official gazette or journal), please provide documentation showing how that legal personality was established.

Please attach supporting documents, labelled 'Section 8.b'.

#### 8.c. Duration of existence and activities

If it is not already indicated clearly from the documentation provided for section 8.b, please submit documentation proving that the organization has existed for at least four years at the time it requests accreditation. Please provide documentation showing that it has carried out appropriate safeguarding activities during that time, including those described above in section 6.c. Supplementary materials such as books, CDs or DVDs, or similar publications cannot be taken into consideration and should not be submitted.

Please attach supporting documents, labelled 'Section 8.c'.

# 9. Signature

The application must include the name and signature of the person empowered to sign it on behalf of the organization requesting accreditation. Requests without a signature cannot be considered.

Name: Hebert Pikela Title: Director Date: 30 April 2017 Signature:

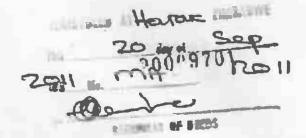


# NOTARIAL DEED OF TRUST

**GAZA TRUST** 



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PROTOCOL NO.....

4.9

# NOTARIAL DEED OF TRUST

# KNOW ALL MEN TO WHOM IT MAY CONCERN

THAT on this 13th of September in the year of Our Lord Two Thousand and eleven [2011]

# **MOTSI SINYORO**

A DULY REGISTERED Legal Practitioner herein in my capacity as a Notary Public, residing and practicing in Harare, Zimbabwe personally came and appeared:

PROTOCOL NO.....

# **NOTARIAL DEED OF TRUST**

# KNOW ALL MEN TO WHOM IT MAY CONCERN

THAT on this 13<sup>th</sup> of September in the year of Our Lord Two Thousand and eleven [2011]

# **MOTSI SINYORO**

A DULY REGISTERED Legal Practitioner herein in my capacity as a Notary Public, residing and practicing in Harare, Zimbabwe personally came and appeared:

HEBERT/...

# HERBERT PIKELA *(Founder/Donor)* (Born 09 September 1981)

And

# Manatsa Kuzomuka (Born 07 April 1981)

And

# Rachel Chibaya (Born 11 January 1983)

[Hereinafter referred to as the "Trustees"]

All of whom shall be hereinafter referred to as "the Founder and Trustees respectively".

# AND THE APPEARERS DECLARED THAT:

### WHEREAS:

- (a) The Founder hereby pays the sum of USD10 000 [TEN THOUSAND UNITED STATES DOLLARS] to the Trust and settle on the Trustees the said sum as the sole and absolute property of the Trust and this sum shall be deemed to have been vested in the Trust with effect from the date of execution of this Deed.
- (b) It is necessary in order to give effect to the afore-going that the Trustees join with the Founder in the execution of this Deed and be empowered to act there-under and in accordance with its provisions.

#### NOW THEREFORE THESE PRESENTS WITNESSETH:

THAT it is hereby agreed that:-

# 1. NAME OF TRUST

The Trust hereby established shall be known as the "GAZA TRUST".

2. The/...

**3.** The Trust shall be a <u>UNIVERSITAS</u> with perpetual succession. Furthermore, the Trust shall have capacity to sue and be sued.

# 4. OBJECTIVES

The objectives of the Trust are:-

- 4.1 To develop cultural heritage centres that will act as reservoirs of the culture of the maginalised;
- 4.2 To develop initiation (life skills centres that will broaden the traditional curriculum by offering contemporary courses like HIV and AIDS, Human Rights, Environmental Management, Tourism and Hospitality, home economics, career guidance, carpentry and other complementary skills;
- 4.3 To fund no formal education programmes so as to reduce literacy, and the provisions of scholarships to best students as well as the underprivileged;
- 4.4 To coordinate cultural tourism expos;
- 4.5 Writing and publication for primary, secondary, tertiary and civic education;
- 4.6 To develop a research centre that will research, document and publish history, literature and culture of the marginalized; traditional foodstuffs like Vukanyi (marula wine), vucema (illala palm wine), tib'ab'a and milk jam, herbs e.t.c, the orthographies of the marginalized languages, best development programme to embark on; and
- 4.7 To develop chalets, lodges and even hotels that will serve the traditional foods of the marginalised.

#### 5. **BENEFICIARIES**

The beneficiaries of the Trust are all Zimbabweans across the political divide but not limited to youths and HIV/AIDS patients throughout Zimbabwe.

#### 6. APPOINTMENT OF TRUSTEES

- 6.1 The Appearers hereby constitute themselves by virtue of this Deed as Trustees. The Board of Trustees shall elect amongst them a Chairperson to oversee the regular running of the Trust. There shall also be a Vice Chairperson, a Secretary, a Treasurer and one committee member.
- 6.2 There shall at all times be not less than three (3) Trustees willing and able to act as such;

6.3 If/...

6.3 If, as a result of the death, resignation, inability or failure to act of any Trustees, the number of Trustees willing and able to act as such is reduced to below three (3), the remaining Trustee or Trustees shall continue to carry out his or her duties as such and shall co-opt and appoint one or more additional Trustees in consultation with the Donor.

- 6.4 The Trustees shall be entitled, at anytime, to co-opt and appoint one or more additional Trustees in consultation with the Founder;
- 6.5 A Trustee shall automatically vacate his office in the event that (s)he:-
  - 6.5.1 resigns his office by written notice to the remaining Trustees;
  - 6.5.2 is adjudged insolvent by a Court or compounds with his creditors;
  - 6.5.3 is certified insane by a competent Court of Law; or
  - 6.5.4 is convicted of any offence involving an element of dishonesty.
- 6.6 The Board of Trustees shall elect among themselves from time to time and in terms of this Deed and the Trust Constitution:
  - a. Vice Chairperson
  - **b.** Treasurer
  - c. Secretary
  - d. Committee member who may not be a Trustee but members of the Trust as enshrined in the Trust Constitution.
- 6.7 The offices bearers in paragraph 5.7 above shall hold their offices for the stipulated time in terms of the Trust Constitution.
- 7. All decisions reached by the majority of the Trustees shall be binding upon them and should any difference (s) or dispute (s) arise between the Trustees, they should, as far as possible resolve the difference (s) or dispute (s) by discussion, either with or without such professional advice as they may consider appropriate, but if they are not so able to resolve such difference (s) or dispute (s), then, subject to any provisions of this Deed which provide otherwise, the decision of a majority of the Trustees at a meeting shall bind the minority.

8. POWER/...

### 8. POWER OF TRUSTEES

The Trustees shall have full and plenary powers and authority to do all such things and take all such steps as may appear to be necessary or desirable to them, both in order to give effect to the objects and intentions of the Trust Fund and as they may deem necessary or incidental for the purposes of the administration and control of the Trust

Fund, and without derogating from the generality of the afore-going, the Trustees shall have the following special powers exercised in mandatory consultation with the Founder:

- 8.1 To purchase, sell, let or hire and otherwise deal in all types of movable and immovable property. The Trustees shall at all times stand possessed of all assets of the Trust;
- 8.2 To receive donations and request from donors within and without Zimbabwe or from any source whatsoever in favour of the Trust and generally to administer the same and to implement the aims and objects of the Trust subject to the terms hereof and to such conditions as may be imposed by law and provided that such conditions are not inconsistent with the terms of the Trust;
- 8.3 To engage legal practitioners, accountants and auditors;
- 8.4 To pay all expenses, incurred in connection with the administration and control of the Trust;
- 8.5 To employ any person(s) to manage or assist in the management of any of the objects of the Trust and to remunerate such employee(s) from the Trust Fund and to pay such travelling and other expenses as are necessarily incurred by such employee(s);
- 8.6 To appoint Agents to represent them for any specific purpose, including Accountants, Attorneys, Advocates and other professional persons and to remunerate such agents at their customary and usual professional or business rates;
- 8.7 To take action in Courts of law for the recovery of any amounts or fulfillment of any obligations due to the Trust and to defend any proceedings that may be instituted against the Trust and to institute legal action as against themselves and to form a body of inquiry or investigation of another or other Trustees;

8.8 To/...

- 8.8 To accept on behalf of the Trust further donations and bequests from the Founder and/or any other persons and to administer same subject to the terms thereof and also subject to conditions as may be imposed by the Founder or other such person, provided that such conditions are not inconsistent with the terms of this Deed;
- 8.9 To exercise the voting powers attached to any shares owned by the Trust in such manner as they may consider in the best interests of the Trust, either solely or in

conjunction with any other person or persons and in consultation with the Donor, to enter into such arrangements as they may consider fit for the purposes of causing the liquidation, reconstruction or amalgamation of any of the companies whose capital the said shares shall form portion;

- 8.10To open and control any bank accounts, building society accounts, savings and other such accounts and to draw, accept or give promissory notes, bills of exchange and other negotiable instruments;
- 8.11To exercise or cause to be exercised such further powers as they in their discretion in consultation with the Donor may consider necessary to carry out the objects of this Trust.

### 9. INDEMNITY

- 9.1 In the administration or control of the Trust, no Trustee shall be liable for any loss which may occur as a result of an improper investment made in good faith or as a result of the negligence or fraud of any servant or agent or other person employed by the Trustees (even though such employment may not have been strictly necessary) or as a result of any other cause save for the willful individual fraud or dishonesty of such Trustee;
- 9.2 No Trustee shall be liable for any loss occasioned by fraud, dishonesty or wrongdoing of any other Trustees unless he was a knowing and willing party thereto.

#### 10. MEETINGS

- 10.1 The Chairperson shall convene an Annual General Meeting or an Extraordinary General Meeting of the Trustees not less than fourteen (14) days written notice, stating the place and date of the meeting and the business to be performed;
- 10.2 The Annual General meeting shall be held not later than the 30<sup>th</sup> November in each financial year;

10.3 The/...

- 10.3 The financial year of the Trust shall be audited or prepared by a Chartered Accountant and shall be submitted to every Annual General Meeting for approval.
- 10.4 The Chairperson of the Trust shall preside at all Meetings. In the absence of the Chairperson, a Vice-Chairperson shall preside;

- 10.5 The quorum at a meeting of the Board of Trustees shall be all three (3) Trustees and each Trustee at a meeting shall have one vote.
- 10.6 All resolutions shall be passed by a majority of the Trustees at a meeting;
- 10.7 Notwithstanding the provisions of Clause 9.1, the Trustees shall meet with such frequency as they shall decide in their absolute discretion;
- 10.8 The Trustees may provide for the setting up of special committees, either on an ad-hoc or permanent basis, and shall have in respect thereto the powers of appointment, co-option and dismissal and delegation to such committees its power as they may deem fit;
- 10.9 The Chairman shall present written reports at a Trustees' meeting every year on the operation and activities of the Trust.
- 10.10 The Chairperson shall have the power to hire, employ, dismiss employees of the Trust and establish and or review from time to time a viable administrative structure for the Trust in consultation with the Trustees and his supervisor. In addition, the Chairperson:-
  - 10.10.1 shall in general supervise and control the business affairs of the Trust;
  - 10.10.2 shall call, and preside at all staff meetings;
  - 10.10.3 shall perform all duties incidental to his office and such other duties as may be prescribed by the Trustees from time to time;
  - 10.10.4 shall coordinate all Trust activities, operations, and programmes, and shall pursuant thereto, receive, consider and review annual reports from the various Committees established by the Trustees in terms of Clause 9.8 above; and
  - 10.10.5 shall further, prepare and present an annual report to the Trustees.

**11 TRUST/...** 

#### 11. TRUST ACCOUNTS

11.1 The assets of the Trust shall consist of monies, and any form of property received by the Trust, either by way of donation, exchange, sale, purchase or by any other mode of acquisition; and either moveable or immovable;

- 11.2 It is the primary responsibility of the Trustees to ensure that a proper system of accounts of the financial affairs of the Trust is kept. The funds of the Trust shall be kept in bank accounts at such banks as the Trustees shall select;
- 11.3 Withdrawals from the bank account of the Trust shall be signed by the Treasury and Chairperson as mandatory signatories as may be appointed by the Board from time to time in accordance with proper banking practice;
- 11.4 The Trustees shall not receive any remuneration for the performance of their duties, but may receive allowances, and any monies that may be necessary for the performance of the business of the Trust.

# 12. PROPERTY OF THE TRUST

All the property, movable or immovable of whatsoever nature, at any time constituting part of the property of the Trust shall be vested in the Trust in the Trust's own name.

# **13. AMENDEMENT OF TRUST**

The Trustees shall, by unanimous agreement in writing of all the Trustees then in office, have the power to alter, vary or add to the conditions of the Trust, including the powers and authority of the Trustees in mandatory consultation with the Founder.

# **14. DISSOLUTION OF THE TRUST**

In the event of the Trustees deciding that it is no longer able to exercise control of the Trust and if it becomes apparent that the Trust will have to be dissolved, then, in that event, provided the Trustees are satisfied that it just and equitable that the Trust be dissolved, and funds or assets standing to the credit of the Trust shall be applied as follows:-

- 14. 1 in repayment of all outstanding debts and liabilities of the Trust and all costs and expenses incurred in the dissolution of the Trust; and the remaining balance, if any, be paid to charitable Christian Organizations;
- 14.2 before deciding to dissolve the Trust, there must be at least twelve (12) months notice given. The notice convening the meeting shall specify:-

14.2.1 that/...

14.2.1 that it is called in accordance with the provisions of Clause 13 of the Trust Deed and set out the resolution for dissolution of which is to be put to the meeting;

# **15. ACCEPTANCE**

The Trustees accept their appointment as Trustees on the terms out in this Deed with all the rights, powers, duties and obligations conferred or allowed herein.

**THUS DONE** and **EXECUTED** by the **FOUNDER** and **TRUSTEES** on the date afore-mentioned at **HARARE** before me, **NOTARY PUBLIC** and in the presence of the undersigned.

### AS WITNESSES

1.\_\_\_\_\_

2.\_\_\_\_\_

HEBERT PIKELA (Founder & Trustee)

Manatsa Kuzomuka (Trustee)

Rachel Chibaya (Trustee)

Before me:

(NOTARY PUBLIC) Motsi Sinyoro SINYORO & PARTNERS LEGAL PRACTITIONERS 3<sup>RD</sup> FLOOR, TRAVEL CENTRE 93 JASON MOYO AVENUE P. O BOX 9559 HARARE

mkale Hebert Pikela FOUNDER & TRUSTEE Manatsa Kuzomuka TRUSTEE Rachel Chibaya TRUSTEE