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

DEADLINE 31 MAY 2013

Instructions for completing the request form are available at:

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).

Alliance Française de Nairobi

1.b. Name in English and/or French
Please provide the name of the organization in English and/or French.

Alliance Française de Nairobi

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 or fax numbers, 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).

<table>
<thead>
<tr>
<th>Organization:</th>
<th>Alliance Française de Nairobi</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>P.O. Box 45475, Nairobi 00100, Kenya</td>
</tr>
<tr>
<td>Telephone number:</td>
<td>+ (254 20) 340054/79 or + (254 20 2605984)</td>
</tr>
<tr>
<td>Fax number:</td>
<td>+ (254 20) 2605767</td>
</tr>
<tr>
<td>E-mail address:</td>
<td><a href="mailto:info@alliancefrnairobi.org">info@alliancefrnairobi.org</a></td>
</tr>
<tr>
<td>Website:</td>
<td><a href="http://www.afkenya.or.ke">www.afkenya.or.ke</a></td>
</tr>
<tr>
<td>Other relevant information:</td>
<td></td>
</tr>
</tbody>
</table>
2.b Contact person for correspondence

Provide the complete name, address and other contact information of the person responsible for correspondence concerning this request. If an e-mail address cannot be provided, the information should include a fax number.

Title (Ms/Mr, etc.): Mr.
Family name: BRANEYRE
Given name: Hervé
Institution/position: Executive Director
Address: P.O. Box 45475, Nairobi 00100
Telephone number: + (254) 775 867853
Fax number: + (254) 20) 2605767
E-mail address: director@alliancefrnairobi.org

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.

- [ ] national
- [ ] international (please specify: )
  - [ ] worldwide
  - [ ] Africa
  - [ ] Arab States
  - [ ] Asia & the Pacific
  - [ ] Europe & North America
  - [ ] Latin America & the Caribbean

Please list the primary country(ies) where it is active:

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

Please state when the organization came into existence.

Been operating since 1949, registered as a Trust in 2002
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

Alliance Française de Nairobi is a Trust registered in Kenya since 2002. It has been operating in Kenya since 1949 as a not-for-profit association mandated to promote the teaching of the French language, to promote French-Kenyan friendship as well as appreciation and understanding of French and Francophone cultures. Since its registration as a trust in 2002, the institution’s objectives have been expanded to include the development and promotion of local Arts and cultural expressions as well as the promotion of cultural and linguistic diversity in the larger context of respect for human rights, cultural understanding, harmony and cooperation.

Alliance Française de Nairobi is part of an international network of language and cultural institutions present in 136 countries. The Alliance Française movement was founded in 1883 in Paris by renowned humanists including Louis Pasteur (scientist), Jules Verne (author) and Ferdinand de Lesseps (credited for constructing the Suez Canal) with the objectives of reinforcing friendship between peoples through the promotion of the French language and dialogue between world cultures. Each Alliance Française around the world is an independent entity, governed according to local legislation by a local Board of Trustees and subscribing to the common humanistic values and principles of the Alliance Française network.

Alliance Française de Nairobi remains one of Kenya’s leading arts and cultural institutions, running a dynamic and rich programme of annual activities showcasing local and international Arts. In addition the institution has a long standing and recognized reputation as a hub and facilitator of artistic and cultural innovation and creativity in partnership with local artists and cultural practitioners. Alliance Française continues to provide technical assistance to the national institutions in charge of culture and heritage and was a member of the National Committee responsible for drafting and finalizing Kenya’s National Policy on Culture and Heritage (2009). It works jointly with communities at the grassroots level to document, protect, promote and enhance the country’s diverse intangible heritage.

The institution’s operational objectives are driven by the guiding principles of both the Convention on the protection and promotion of the diversity of cultural expressions and the Convention for the safeguarding of the intangible cultural heritage.
6. The organization’s activities in the field of safeguarding intangible cultural heritage

Sections 6.a to 6.c 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. Please provide information on the personnel and membership of the organization, describe their competence and expertise in the domain of intangible cultural heritage and explain how they acquired such competence. Documentation of such activities and competences may be submitted, if necessary, under section 8.c below.

*Not to exceed 750 words; do not attach additional information*

Since 2004, Alliance Française has been actively involved in the identification and promotion of contemporary Kenyan music that is rooted in the country’s diverse musical traditions, as well as the organization of the annual Lamu Cultural Festival that aims to promote and preserve the unique heritage of Lamu Old Town, a World Heritage Site. Its activities contribute strongly and effectively to the objectives of the 2003 Convention of safeguarding intangible cultural heritage especially Articles 12, 13, 14 and 15.
Through its flagship project ‘Spotlight on Kenyan Music’ being led by a Steering Committee made up of leading Kenyan music professionals (musicians, producers, promoters), the project has succeeded in safeguarding musical traditions that cuts across the country’s diverse ethnic communities and documented them on a series of Spotlight CD compilations.

Working in partnership with the Departments of Culture and Music of the Ministry in charge of Culture and Heritage and its network of cultural officers across the country, the Spotlight project identifies musicians at community levels and provides them with tiered support to help enhance their musical capacities. This support includes capacity building, live performances and exposure as a means of ensuring that musical traditions are nurtured and strengthened.

The guiding criteria for the identification of musicians across the country is the artist’s or group’s engagement to enhancing their communities’ musical practices and enriching them to keep them alive and relevant for future generations. Spotlight on Kenyan Music project remains an unparalleled initiative in the wider East African region as it continues to raise appreciation of local musical practices in the face of homogenization of music and contributes to revitalizing community pride and identity.

Alliance Française also works very closely with the community group, Lamu Cultural Promotion Group, in the organization of the annual Lamu Cultural Festival that aims to showcase and share the unique Swahili heritage born of cross-cultural influences spanning more than 10 centuries. Alliance Française provides technical and logistical expertise in ensuring a dynamic link between the age-old social traditions and the process of transferring knowledge, skills and collective memory in present day context.

The Alliance Française Board of Trustees is made up of local and influential personalities who are committed to the humanistic values of the Alliance Française institutions and in particular to the promotion of cultural and linguistic diversity. The Executive Director of the Alliance Française of Nairobi, Hervé Braneyre, is seconded to the institution by the Government of France. He has a wealth of experience in the cultural sector and the promotion of cultural diversity and intercultural exchanges with emphasis on the performing arts, traditional practices, knowledge transmission and awareness-raising having worked with the Alliance Française network in Colombia, Hong Kong, Guatemala, Venezuela and Ecuador. He is the Co-Chair of the Spotlight on Kenyan Music Steering Committee.

The second Co-Chair of the Spotlight on Kenyan Music committee is Tabu Osusa who is also a Trustee of the Alliance Française de Nairobi. Tabu Osusa has been involved in the music industry as a promoter, producer, composer and band manager for over 30 years. He is the founding Executive Director of Ketebul Music, a not for profit organization with a unique mission of carrying out research and promoting the diverse fusion of traditional sounds of Kenya and East Africa through the documentation and archiving of the work of musicians. Tabu Osusa has released three documentaries that retrace Kenyan musical cultures including the Benga rhythms of Kenya, the Kikuyu Popular Music and Kenya’s Funk hits.

Harsita Waters, the Cultural Affairs Director of Alliance Française de Nairobi is a highly experienced cultural practitioner with a career spanning over 20 years in the cultural sector in Kenya. Harsita has accompanied the evolution of the cultural scene from the era of curtailed freedom of expression in the 1980s and 1990s to the present day vibrant and defining sector. Working closely with artists, cultural operators and communities, she has initiated and facilitated key projects in performing and visual arts, printed and audiovisual publications on aspects of Kenya’s heritage as well as themed exhibitions designed to promote cultural heritage. She is the key coordinator of the Spotlight on Kenyan Music project and the Lamu Cultural Festival. She
currently sits on the Board of the Godown Arts Centre (an organization that aims to develop artists across multiple art forms), Swahili Heritage (a non-governmental organization that aims to conserve, promote and enhance Swahili heritage in Eastern Africa) and the Great Rift Valley Trust (an arts, environmental and sporting association).

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

Cultural programming and cultural cooperation activities undertaken by Alliance Française are always organized and conceived in partnership with local artists, groups and communities in the spirit of the 2003 and 2005 UNESCO Conventions.

Its Spotlight on Kenyan Music project works directly with Kenya’s diverse ethnic communities in the identification and documentation of their musical expressions. Its latest CD/DVD compilation, Vol. 5, focuses on music from Kenya’s remote Northern Province. The Alliance Française team covered over 1000 kms from Nairobi to the Ethiopian border meeting cultural representatives from 15 different communities and sub clans (Boni, Borana, Burji, Dassanach, El Molo, Gabbra, Konso, Munyoyaya, Orma, Oromo, Pokomo Rendille, Samburu, Somali, Turkana) to jointly identify traditional musicians from each community who participated in the Northern Kenyan musical compilation.

The majority of the Northern Kenyan peoples are either Borana-speaking or Somali-speaking people. The Borana ethnic group is one of the most populous groups and its language tends to dominate putting at risk some of the other indigenous languages. This is particularly true of Burji, Konso, Gabbra and Rendille languages. The same is true of the language of the small El Molo community (reportedly only about 1000 true El Molo) which risks threat of extinction through intermarriage with the more numerous Samburu and Turkana peoples. The Spotlight programme through Vol. 5 is a unique and first ever mainstream recording of oral expressions from some of the minority communities of Northern Kenya.

The organization of the Lamu Cultural Festival is spearheaded by the Lamu Cultural Promotion Group, a community based organization made up of 16 local community members. The traditional activities are in turn coordinated by sub-committees whose members are actively involved in the social and festive practices being shared and celebrated. Hence the showcasing and celebration of the traditional dances, dhow races, and donkey races, traditional crafts, poetry recitals, and music performances are part of the intangible cultural heritage that is relevant to the community and ensures its continuous recreation and transmission. It contributes to transferring of knowledge, skills and meaning and brings socio-economic benefits to the custodians of this heritage.
8. Documentation of the operational capacities of the organization

The Operational Directives (paragraph 97) 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.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Hervé Braneyre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Executive Director</td>
</tr>
<tr>
<td>Date:</td>
<td>31 May 2013</td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
</tbody>
</table>
### ALLIANCE FRANÇAISE BOARD MEMBERS

<table>
<thead>
<tr>
<th>NAME</th>
<th>PROFESSION</th>
<th>FUNCTION</th>
<th>COUNTRY OF NATIONALITY</th>
<th>ON THE BOARD SINCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Samuel NGARUIYA</td>
<td>Business man</td>
<td>Chairman</td>
<td>Kenya</td>
<td>1985</td>
</tr>
<tr>
<td>Dr. Sobbie MULINDI</td>
<td>Doctor</td>
<td>Vice - Chairman</td>
<td>Kenya</td>
<td>1982</td>
</tr>
<tr>
<td>Mr. Christian CALDARA</td>
<td>Restaurant Manager</td>
<td>Treasurer</td>
<td>Kenya</td>
<td>1982</td>
</tr>
<tr>
<td>Ms. Vina SHAH</td>
<td>French Teacher</td>
<td>Secretary</td>
<td>Kenya</td>
<td>1985</td>
</tr>
<tr>
<td>Mr. Tabu OSUSA</td>
<td>Music Producer/Cultural Operator</td>
<td>Member</td>
<td>Kenya</td>
<td>2010</td>
</tr>
<tr>
<td>Mr. Peter OWINO</td>
<td>French Teacher</td>
<td>Member</td>
<td>Kenya</td>
<td>2010</td>
</tr>
<tr>
<td>Mr. Denis MAKWELE</td>
<td>Accountant</td>
<td>Member</td>
<td>Kenya</td>
<td>2011</td>
</tr>
<tr>
<td>Mr. Samuel OKELLO</td>
<td>Civil servant</td>
<td>Member/Chairman AF Kisumu</td>
<td>Kenya</td>
<td>2009</td>
</tr>
<tr>
<td>Mr. Joseph LESIEW</td>
<td>Retired Civil Servant</td>
<td>Member/Chairman AF Eldoret</td>
<td>Kenya</td>
<td>2011</td>
</tr>
<tr>
<td>Mrs. Jane KIANO</td>
<td>Retired Civil servant</td>
<td>Member</td>
<td>Kenya</td>
<td>1982</td>
</tr>
</tbody>
</table>
DATED AT NAIROBI THIS DAY OF 2002

ALLIANCE FRANÇAISE DE NAIROBI

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DRAWN BY:
K. MWAUURA & COMPANY,
ADVOCATES,
AGIP HOUSE,
P.O. BOX 50515,
NAIROBI.
This Trust Deed is made this 27th day of Two Thousand and Two by the following persons whose full names, current addresses are appended herein as appendix A (hereinafter referred to as the Founders and/or the Trustees whose expression, shall mean and include the aforesaid or other Trustees to be appointed as hereinafter provided and who are all residing citizens or residents of Kenya.

WHEREAS

(a) The Founders are desirous of creating a Trust and have voluntarily decided to establish the Trust Fund as hereinafter described for the purpose of carrying out the objectives hereinafter described.

(b) The Founders are committed to the promotion and dissemination of the French Language and Culture.

(c) The Founders are committed to the spirit of non-discrimination in carrying out the objectives of the said Trust.

(d) The Founders have agreed to irrevocably donate the sum of Kenya shillings Three Million (Kshs. 3,000,000/=) to the said Trust subject to the terms and conditions set out hereunder

ARTICLE 1 – NAME OF THE TRUST.

The Trust created in terms of this Deed shall be known as ALLIANCE FRANÇAISE DE NAIROBI hereinafter described as "THE TRUST"

The Trust is non-political, voluntary, charitable, non-sectarian and cannot discriminate against persons in terms of race, creed, colour, nationality or religious persuasion.

ARTICLE II OBJECTIVES OF THE TRUST

The objective of the Trust is to facilitate, mobilize, organize, source and manage resources, contribute, participate and supplement to all efforts and programmes engineered towards
the dissemination of the French language and culture, provision of a forum for persons interested in the French Culture and promotion of cultural exchanges between Kenya and France and other Francophone countries.

To realize its objectives the Trust will formulate, source and manage resources so as to empower, reconcile and enhance strategies for the dissemination of the French Language and Culture, cultural exchange between Kenya and France and provision of a forum for persons interested in the French Language and Culture.

ARTICLE III – FUNCTIONS OF THE TRUST.

(a) To formulate manage and conduct French language courses and prepare if possible for examinations and certificates of Alliance Française Paris.

(b) To support the teaching of French in national educational institutions by distribution of books, periodicals, giving prizes and support to teachers of the French language.

(c) To distribute and/or support the distribution of French or Francophone materials of whatever nature and kind through the creation of appropriate facilities such as libraries, multimedia libraries, cinema, clubs, theaters and such other facilities that the Trustees may deem appropriate.

(d) To organize courses, seminars, workshops, exhibitions, recitals and plays for the purpose of disseminating and familiarizing members with the French language and culture.

(e) To organize cultural exchange between the members and other French citizens.

(f) To facilitate consultation and dialogue among the members.

(g) To act as the legal custodian of the Trust assets.
(h) Without prejudice to the Trust's autonomy to enter into any arrangement with any organization or authorities that may seem conducive to the Trust's objectives.

(i) To provide, endow, furnish and fit with all necessary equipment, furniture and statistics and other materials for communication, information sharing exchange and coordination in order to promote the objectives of the Trust.

(j) To perform such other acts and activities as the Trustees may deem necessary and fit for the promotion of the aims and objectives of the Trust.

ARTICLE IV TRUST ASSETS

The initial Trust assets shall be Kenya Shillings Three Million (Kshs. 3,000,000/=)

ARTICLE V MEMBERSHIP TO THE TRUST

a) Membership to the Trust shall be open to all persons who have attained the age of majority and are interested in the objectives of the Trust subject to the payment of annual subscription as may be determined by the Board of Trustees from time to time.

b) The Board of Trustees created herein may from time to time extend membership to persons of diverse professional competence as Honorary Members who shall not be entitled to vote at the Annual general Meeting or any other meeting of the Board but shall be available for consultations. In this regard the French Ambassador to Kenya for the time being shall be a Honorary member of the Trust.

c) Students enrolled in the Courses offered by the Trust shall not be eligible for membership but shall be allowed to elect amongst themselves a representative who shall act as a liaison between the Board of Trustees and the students.

d) Persons shall cease to be members of the Trust upon resignation, enrollment as students in courses offered by
the Trust or on decision by the Board of Trustees to strike off his/her membership for non-payment of subscription fees or for any cause shown.

e) Any person/ institution wishing to be associated with the Trust may on application to the Board of Trustee be recognized as a “Friend of the Trust”

ARTICLE VI TRUSTEES

The Trust shall be administered by and managed by a Board of Trustees of not less than Eleven (11) and not more than Fifteen (15) Trustees the first of whom shall be the Founders who are parties to this deed. The Trustees shall hold office for a maximum period of one year thereafter which they shall be elected by members of the Trust in an Annual General Meeting as provided hereinafter in Article X.

ARTICLE VII OFFICE OF THE DIRECTOR

The Board of Trustees in their management and administration of the Trust shall be assisted by a Director and an assistant appointed by the French Ministry of Foreign Affairs and Alliance Française of Paris in consultation with the French Ambassador to Kenya and the chairperson of the Trust with a view to securing the appointment of qualified and suitable persons and their remuneration. The Director shall be responsible for the day-to-day running of the Trust as assisted by the Assistant.

ARTICLE VIII CONDITIONS OF APPOINTMENT OF TRUSTEES

a) The Trustees must be members of the Trust and not be less than the age of Eighteen (18) years.

b) The Trustees shall be impartial people and of credible character with no previous record of improper conduct that will affect the Trust in achieving its objectives and/or affect them in the discharge of their duties as regards this Deed.
c) In the event of serious illness, death, resignation, dismissal or retirement the remaining Trustees shall nominate a suitable replacement at a Special Board Meeting attended by not less than Two-thirds (2/3) of the members of the Board of Trustees and ratified by members voting in a special general meeting convened under Article X hereof.

d) The Board of Trustees shall in its discretion and subject to ratification by members in a special general meeting convened under Article X hereof be entitled to dismiss any Trustee whose conduct has adversely affected the operation and objectives of the Trust, if he/she has contravened any provision of this Trust Deed or for such reasons as it may deem valid under the circumstances in which event such a Trustee shall no longer be regarded as a member of the Board of Trustees. No appeal shall lie from the decision of the Board in this regard.

e) In the event that there are less than seven persons left on the Board at any particular time by reason of death, resignation or dismissal, the remaining Trustees shall vote for the reason of appointing new members to the Board, this should take a maximum of a month to implement at a Special Board Meeting subject to ratification by members voting at a special general meeting convened under Article X hereof.

f) Any Trustee who fails to attend three consecutive Board meetings without any reasonable explanation to the Board and/or apology shall be deemed to have resigned as a Trustee and shall be replaced as provided herein above.

**ARTICLE IX TRUSTEES’ POWERS**

The Board of Trustees shall have control of the Trust assets and shall strive to attain the objects for which the Trust is established.

The Trustees shall have all such powers to enable them to administer the Trust and without limiting their general power in any way they shall also have the following specific powers.
a) To source and accept funding and donations of any movable or immovable assets.

b) To raise funds through subscriptions, grants, donations and loans,

c) To seek funding and donation of equipment and movable and immovable assets.

d) To make all necessary purchase and to own, hire to or from, or accept donations of all or any kind that may assist in the implementation of the Trust objectives.

e) To own, rent, acquire, lease from or buy immovable property.

f) To invest any capital sums received as well as such income from the Trust which may not be immediately required for the purpose of the Trust in a manner as they think fit and to realize, vary and transpose any securities, assets, investments in movable or immovable property from time to time and at such times as they in their sole discretion shall determine or consider to be in the best interest of the Trust.

g) To appoint officers or employees of the Trust save for the Director and the Assistant who shall be appointed in accordance with Article VII and to remunerate such person(s) for services rendered as they deem fit.

h) To pay all expenses incurred in connection with the administration of the Trust.

i) To employ agents or any person to manage or assist in the management of any of the objects of the Trust and to remunerate such agents or persons from funds administered by the Trust.

j) To appoint an agent or agents to represent them for any specific purpose including the power to employ accountants, advocates and other professional persons for any specific purpose and to remunerate such persons at the usual professional or business rates.
k) To allow time-for payments of debts due to the Trust and to compromise claims by the Trust in their discretion.

l) To accept further donation and bequest from the Founders or other persons including donations from any sources whatsoever in favor of the Trust and to administer the same, subject to terms hereof and also subject to such conditions as may be imposed by the Founders or other persons provided that such conditions are consistent with the terms of this deed.

m) To purchase or otherwise acquire any property and/or equipment that may be necessary for the promotion of the objects of the Trust.

n) To open and control any bank account(s) be it local or foreign or a building society provided that the operation of such account(s) shall require at least the Chairperson, the Director, and the Treasurer.

o) To purchase, sell, obtain, mortgage let and hire any movable or immovable property in due and customary form for such purposes and in such manner as the Trustees consider to be in the best interest of the Trust provided that any purchase, sale, lease exceeding 9 years, or mortgage of immovable property shall require the ratification by a simple majority of members voting at an Annual General Meeting convened under Article X.

p) To expend Trust funds on maintenance, construction, improvement, alteration, rates and taxes, insurance premiums and other charges in and appertaining to any immovable property.

q) To amend, alter, or add to the Trust Deed if a majority of Two-Thirds (2/3) of the Board resolve to do so and upon ratification by members by a Two-Thirds (2/3) majority voting at an Annual General Meeting convened under Article X hereof.

r) To organize conferences, workshops, formal classes, and French Cultural events geared towards the sensitization,
promotion and dissemination of French language and Culture.

s) To organize research, cultural exchanges, tours and excursions to France and/or Francophone countries.

t) To appoint any one or more persons by a power of attorney or powers of attorneys to act for the Board of Trustees in the affairs of the Trust.

u) The Trustees shall have full power(s) to file suits, appeals and applications, to defend suits, to declare, sign and verify all plaints, written statements, memoranda of appeal, cross objections, applications, affidavits and to accept written summons, notices and to appeal to any place or places in Kenya, before any Court, Revenue Tribunals, Custom Officers, Assistant Collector of Customs, Port Officers, Municipal Officers and any other officer(s) and before all offices and Tribunals at any place in Kenya and to present and lodge document(s) for registration and to admit execution thereof and to compound all actions, suits and other proceedings and differences, dispute and demand for arbitration and to adjust approve and settle all documents relating to the Trust Fund and to execute all releases and discharges and to do all other things relating thereto.

v) To appoint a management committee amongst themselves comprised of the Director (who shall also act as Secretary to the Board), the Treasurer, chairperson, and at least two other Trustees for a period of 1 year after which they shall be eligible for re-election save for the Director who shall be a permanent ex-officio member of the Committee.

The functions of the management committee will be:

1) To submit proposals concerning policy matters to the Board of Trustees.
2) To organize meetings of the Board of Trustees
3) To co-ordinate, supervise and make operational decisions with respect to the activities of the operational sections of the Trust.
w. To exercise or cause to be exercised such further powers including the right to take out such insurance as they in their sole discretion may consider necessary to carry out the objects of this Trust and in this respect the Trustees are hereby exempted from any personal liability for losses the Trust may suffer as a result of the bonafide exercise of their powers in terms hereof.

ARTICLE X MEETINGS

a) The Board of Trustees shall be required to convene an annual general meeting and ordinary meetings during the course of the year as may be considered necessary to transact the business of the Trust.

In particular:

1. The Annual General Meeting of the Trust shall be held every year during such time as may be convenient to the Trustees but at least not later than one (1) month from the end of the financial year for the purpose of:
   a) Electing new Trustees in accordance with article VII herein above.
   b) Considering the balance sheet and statement of revenue and expenditure of the previous year.
   c) Appointing an auditor for that financial year.
   d) Considering the projected income and budget of the following financial year.
   e) Considering the auditors report for the previous financial year.
   f) Considering any other matter the Board of Trustees may deem necessary and fit to be considered.

2. Ordinary meetings shall be held by the Board as often as may be considered necessary to transact the business of the Trust in accordance with the objects for which the Trust has been established. A majority decision of the Board shall be binding except in regard to Articles VIII. XII where a two-thirds majority shall be required. If the Trustees are equally divided, the chairperson shall have an extra or casting vote.
w. To exercise or cause to be exercised such further powers including the right to take out such insurance as they in their sole discretion may consider necessary to carry out the objects of this Trust and in this respect the Trustees are hereby exempted from any personal liability for losses the Trust may suffer as a result of the bonafide exercise of their powers in terms hereof.

ARTICLE X MEETINGS

a) The Board of Trustees shall be required to convene an annual general meeting and ordinary meetings during the course of the year as may be considered necessary to transact the business of the Trust.

In particular:

1. The Annual General Meeting of the Trust shall be held every year during such time as may be convenient to the Trustees but at least not later than one (1) month from the end of the financial year for the purpose of:
   a) Electing new Trustees in accordance with article VII herein above.
   b) Considering the balance sheet and statement of revenue and expenditure of the previous year.
   c) Appointing an auditor for that financial year.
   d) Considering the projected income and budget of the following financial year.
   e) Considering the auditors report for the previous financial year.
   f) Considering any other matter the Board of Trustees may deem necessary and fit to be considered.

2. Ordinary meetings shall be held by the Board as often as may be considered necessary to transact the business of the Trust in accordance with the objects for which the Trust has been established. A majority decision of the Board shall be binding except in regard to Articles VIII, XII where a two-thirds majority shall be required. If the Trustees are equally divided, the chairperson shall have an extra or casting vote.
The Trustees present shall form a quorum for any meeting of the Trust.

3. Special General Meetings shall be convened by the Board of Trustees as they deem expedient for the purpose of ratifying by the members the appointment of new Trustee under article VIII of this Deed. However members may by a petition signed and presented by at least a quarter of total members petition the Board to convene a special general meeting for the purpose of deliberating on the issues contained in the said petition.

b) It shall be the duty of the Board of Trustee to invite all members of the Trust to the annual General Meeting giving at least a Twenty One (21) days notice.

c) The student members shall only be permitted to attend the Annual General meeting at the sole discretion of the Board of Trustees and that in the event they are so permitted, they shall not be entitled to vote in any deliberation of the meeting.

d) A quorum for the annual general meeting of the Trust shall be at least half plus one of the members of the Trust and decisions shall be made by a simple majority of the members present and voting at the Annual General Meeting subject to Article XII where a two-thirds majority of the members shall be required.

e) Members of the Trust shall be entitled to attend and vote through proxies who must also be members of the Trust provided that such proxies shall have proved to the satisfaction of the Trustees evidence of being so authorized.

f) The chairperson for the time being shall be entitled to a deliberative as well as a casting vote at any meeting of the Trust.

g) A resolution in a meeting shall be put in writing and signed by the Trustees and such resolution shall be valid and effectual as if the same had been passed at a meeting of the Trust duly held and convened.
ARTICLE XI  MINUTES AND ACCOUNTS

a) The Board of Trustees shall keep minutes of all meetings of the Trust.

b) The Trustees shall comply with their obligations under the Trustees (Perpetual Succession) Act (Cap 164 of the Laws of Kenya) with regard to the keeping of accounting records, the auditing and independent examination of its statements of account. In particular and without prejudice to the foregoing the Treasurer shall at all times keep proper accounts of the transactions of the Trust to be audited at the end of the financial year.

c) The Treasurer shall at all times have access to such minutes, vouchers and records to the property of the Trust. An annual balance sheet and statement of revenue and expenditure shall be prepared by the Treasurer and certified as correct by the Board of Trustees and an appointed Auditor. Such balance sheet and statement shall be tabled at the Annual General Meeting of the Trust convened under Article X of this Deed.

ARTICLE XIII DURATION OF THE TRUST

The Trust shall endure for an indeterminate period. If however the Trustees by a two thirds (2/3) majority resolve that the Trust should be terminated and ratified by at least three-quarters of all the members of the Trust voting in a General Meeting notice of which has been duly given by the Trustees then in such event the assets then belonging to the Trust shall be realized and handed over by the Trustees to deserving institutions of similar objectives in Kenya and/or Alliance Française of Paris provided that the Trustees shall have satisfied all debts and liabilities owed by the Trust to third parties.
ARTICLE XIII  SECURITY

No original or subsequent Trustee appointed in terms of the provisions set herein shall be required to furnish security in terms of any legislation which may now be or which may hereafter become in force and the effect, intent and purpose being that no person at any time being a Trustee under this Deed shall be required to give security whether in connection with or arising out of his/her appointment as such.

ARTICLE XIV  INDEMNITY

In the proposed administration of the Trust, no Trustee shall be liable for any loss to the Trust which may occur as a result of any improper investment made in good faith, or as a result of negligence or fraud of any agent or other person employed by the Trust (even though such employment was not strictly necessary) or occasioned by mistake or omission made in good faith by the Trustees or arising from any cause except the willful and individual fraud or dishonesty of such Trustee.

ARTICLE XV  SPECIAL POWERS.

The Board of Trustees as by law established shall have power from time to time to make by-laws provided always that such by-laws shall not become binding on the members until ratified by two-thirds (2/3) of the members voting at a general meeting of the Trust of which notice in writing shall have been given stating the nature of the business to be considered.

The by-laws shall not in any respect be inconsistent with the express or implied provisions of this Trust Deed.

ARTICLE XVI  ARBITRATION AND APPLICABLE LAW.

Should any dispute or difference arise regarding the meaning and/or interpretation of the provisions of this Deed relating to the rights and obligations of any of the parties or their successors in title such dispute if not resolved amicably shall be referred to arbitration under the provisions of the Arbitration Act (Cap 9 of the Laws of Kenya). Any party not
satisfied by the award of the Arbitrator may thereafter proceed and institute a suit in a competent court.

ARTICLE XVII THE SEAL

a) There shall be a seal of the body with the inscription of the words "The Registered Trustees of Alliance Francaise De Nairobi".

b) The Board of Trustees shall provide for the safe custody of the seal. The seal shall be used only on authorization by the Board of Trustees and every instrument to which the seal shall be affixed shall be signed by two Trustees and the Chairperson for the time being in charge of the Trust.

ARTICLE XIX TAXATION

The Trustees shall make an application to the Commissioner General of Kenya Revenue Authority for all tax exemptions as set out in the Trustees (Perpetual Succession) Act.

ARTICLE XIX PROFESSIONAL TRUSTEES CLAUSE

Any Trustee who is an advocate, accountant or other persons engaged in any profession shall be treated as a volunteer for business done by him/her to the Trust in a professional capacity on behalf of the Trust and that a Trustee shall withdraw from any meeting of the Board at which his/her own instructions or remuneration or that of his/her firm is under discussion.

ARTICLE XX DEFINITIONS

In this Deed unless there be something in the subject or context inconsistent with the meaning assigned:

"The members" means those persons certified and accepted as members by the Board under Article V herein above.

"The Trustees" means the Trustees for the time being of the Trust fund.

"The Board" means the Board of Trustee constituted by this Trust Deed.
ARTICLE XXI ATTESTATION CLAUSE
In witness whereof the parties hereto have hereunto set their hands and seals the day and year written above.

JANE KIANO
In the presence of

CHRIS KIRUBI
In the presence of

SOBBIE MULINDI
In the presence of

SAM NGARUIYA
In the presence of

NICHOLAS MUGO
In the presence of
CHRISTIAN CALDARA
In the presence of

CHRISTIAN DECONDE
In the presence of

MARIELLE TRESSARRIEU
In the presence of

THOMAS DUARTE RUPEKA
In the presence of

VINA SIAH
In the presence of

BENARD OTIENO
In the presence of
APPLICATION FOR THE RECORDING OF A CERTIFICATE OF APPOINTMENT OF NEW TRUSTEES

Republic of Kenya

For Official Use Only

[Stamp: RECEIVED]

MRS. JANE KIAND

ALLIANCE FRANCAISE DE NAIROBI

45445-00100 NAIROBI

P.O. BOX 1236 NAKURU

MARIENNE TRÉSARIEU

P.O. BOX 524 ATHI-RIVER

Date: 6th May 2013

1. Name of the Trustee Body

2. Name of the Trustee

3. Name of the Appraoch

4. Date of the resolution approving the new appointment

5. The value of Sh.50 in payment of fees are allowed here.

TO BE SUBMITTED IN TRIPlicate
REPUBLIC OF KENYA

APPLICATION FOR THE RECORDING OF A CERTIFICATE OF
APPOINTMENT OF NEW TRUSTEES

Part I

Our Reference

1. The Principal Registrar of Documents,

MRS. JANE KIAMID

2. Trustees of

ALLIANCE FRANÇAISE DE NAIROBI

Ref: 4544-00100 NAIROBI

HEREBY REQUEST you to record the appointment of

MR. TABU OSWA

CHRISTIAN DECONDE

P.O. BOX 69562 - NAIROBI

and as part of the record of

The Certificate of Incorporation,

the original copy of the resolution appending the new trustees,

the amount of Sh 50 in payment of fees are attached hereto:

6th May 2013

Part II

For Official Use Only

The appointment has been recorded. The Certificate of Incorporation is enclosed hereto.

TO BE SUBMITTED IN TRIPlicate.
REPUBLIC OF KENYA

APPLICATION FOR THE RECORDING OF A CERTIFICATE OF
APPOINTMENT OF NEW TRUSTEES

PART I

Our Reference

By the Principal Registrar of Documents,
Nairobi.

MRS JANE KIANDU

ALLIANCE FRANCAISE DE NAIROBI

Ref. No. 45475-00100 NAIROBI

Hi Keeper, Kindly_effects the appointment of MR. JOSEPH LESIEU

Place of 

BENNARD OTIE O
P.O. BOX 49010-NAIROBI

Holder of the incorporated body

New Trustee

Date 6th May 2013

Reg. No.

In accordance with the Company's Articles of Association, the certificate of incorporation is enclosed hereinafter.

Date of Incorporation

P. I.

For Official Use Only

Date of Receipt

13 May 2013

Rec'd

Tot.

Revised

Registered

TO BE SUBMITTED IN TRIPLICATE
APPLICATION FOR THE RECORDING OF A CERTIFICATE OF APPOINTMENT OF NEW TRUSTEES

REPUBLIC OF KENYA

For Official Use Only

In the Principal Registry of Documents,

MRS. JANE KIANU

AN ALLIANCE FRANCAISE DE NAIROBI

PO BOX 30103 - NAIROBI

HEREBY REQUEST you to record the appointment of DENIS MAKWELI

PO BOX 30736 - NAIROBI

in place of THOMAS ODAI KUPA

PO BOX 51520 - NAIROBI

and I hereby state that I am the duly appointed trustee.

Date: 14th May 2013

I hereby state that the Certificate of Incorporation is enclosed here.

TO BE SUBMITTED IN TRIPlicate
For Official Use Only

REPUBLIC OF KENYA

APPLICATION FOR THE RECORDING OF A CERTIFICATE OF APPOINTMENT OF NEW TRUSTEES.

PART I

For Reference,

I. Principal Register of Documents

MRS. JANE KIAND

II. Name of incorporated body

ALLIANCE FRANCAISE DE NAIROBI

III. Code: 45475-00180 NAIROBI

IV. Requisition to record the appointment of

H.W. SAMUEL OKELLO

V. Name of Registered Agent

CHRIS KIRUBI

VI. Address of Registered Agent

P.O. Box 41931 NAIROBI

VII. Date of Incorporation

14/10/1998

VIII. Date of filing of application

21/05/2013

IX. Value of Sh. 500 in payment of fees are affixed hereon.

Date 06/05/2013

PART II

TO BE SUBMITTED IN TRIPlicate

Harita Waters
Arts and Cultural Affairs Coordinator
Alliance Française De Nairobi.8
cultural@alliancefnairobi.org

PARTNERSHIP

The Permanent Presidential Music Commission a Department of Ministry of Sports, Arts and Culture has been in partnership with Alliance Française on various projects aimed at identification, nurturing and promotion of varied cultural practices of the diverse communities of Kenya for a period of more than 5 years now. Amongst these projects is the Spotlight on Kenyan Music which has seen the emergency of many musical talents being nurtured in the line of recreation of authentic musical practices to produce international acceptable musical products.

Our intention as an organization is to realize maximum utilization of available talent in our communities especially the marginalized and from the far flung counties to bring social and economic development to this vulnerable people.

We will continue to partner with Alliance Française De Nairobi in fulfilling our mandate of documentation, preservation, development and promotion of all aspects of music and dance in Kenya.

RUFUS K. THUKU
DIRECTOR OF MUSIC COMMISSION
THE DIRECTOR
**World of Figures**

**Can a salary increment make you poorer?**

By HUNGAI KHAMANYA

According to popular belief, wealth is not measured in terms of salary, but in the purchasing power of the rand. But is it a measure in terms of salary that determines a person's wealth? To find out, let's look at the data.

**Salary Increment vs. Inflation**

If you receive a salary increment, does it mean you are getting richer? Not necessarily. Inflation is a key factor to consider. Let's examine how inflation affects your purchasing power.

**Inflation and Salary Increment**

1. **Understanding Inflation**: Inflation is the rate at which the general level of prices for goods and services is rising, and, subsequently, purchasing power is falling. When inflation is high, each unit of currency buys fewer goods and services.

2. **Calculating Purchasing Power**: To determine if a salary increment makes you richer, you need to calculate your net income after inflation. This means adjusting your salary increment for inflation to see the real increase in purchasing power.

3. **Example Calculation**: Suppose you receive a 10% salary increment in a year, but inflation is 5%. Your effective salary increment is only 5%, as the increase in purchasing power is offset by the rise in prices.

4. **Long-term Impact**: Over time, repeated salary increments without adjustment for inflation will not necessarily result in increased wealth. Inflation can erode the purchasing power of your salary increment, making you poorer in real terms.

**Conclusion**

While a salary increment can improve your financial situation, it is essential to consider the impact of inflation. To determine if you are becoming richer or poorer, you need to calculate the real increase in purchasing power, not just the nominal increase in salary.