

By-laws
of
Muslim Student Association
Nour

Statuten
van
Muslim Student Association
Nour

(English/Engels)

Drafted in Maastricht

May 25, 2022

Eighth version

20 February 2024, GMA VIII

NON AUTHORATIVE TRANSLATION

In cases of disputes or discrepancies the **Dutch** text shall prevail.

Content

I.	General provisions	4
	Article 1 Name and seat	4
	Article 2 Purpose of the association	4
	Article 3 Characteristics	4
	Article 4 Language of instruction	5
	Article 5 Duration	5
	Article 6 Definitions	5
II.	Membership	7
	Article 7 Members	7
	Article 8 Local Members	7
	Article 9 Externe leden	7
	Article 10 Former members	8
	Article 11 Acquiring membership	8
	Article 12 End of membership	8
	Article 13 Suspension	9
	Article 14 Members Contributions	10
III.	Bodies of MSA Nour	11
	A. The board	11
	Article 15 Composition	11
	Article 16 Representation	11
	Article 17 Functions and powers	11
	Article 18 Appointment	12
	Article 19 End of board membership	13
	Article 20 Further legislation	13
	B. The Advisory Council	13
	Article 21 The Board of Advisors	13
	C. The (Annual) General Meeting (AGM)	14
	Article 22 Powers	14
	Article 23 Access to the General Assembly	15
	Article 24 The right to vote	15
	Article 25 Decision-making	15
	Article 26 Convening	16
	Article 27 Conduct of meeting	17
	Article 28 End of Year Meeting and Opening Meeting	17
	Article 29 Further legislation	18
IV.	Finance	19
	Article 30 Funds	19
	Article 31 Donors	19
	Article 32 The Audit Committee	19
V.	Final Provisions	21
	Article 33 Dissolution and liquidation	21
	Article 34 Amendments to the By-laws	21
	Article 35 Domestic Regulations	22
	Article 36 Confidentiality	22
	Article 37 Final Declaration	22

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

In the name of God, the Merciful, the Compassionate

اللَّهُ نُورُ السَّمَاوَاتِ وَالْأَرْضِ

God is the Light of the heavens and the earth,

مَثَلُ نُورِهِ كَمِشْكَاةٍ فِيهَا مِصْبَاحٌ

the likeness of His Light is as a niche wherein is a lamp,

الْمِصْبَاحُ فِي زُجَاجَةٍ

the lamp is in a glass,

الزُّجَاجَةُ كَأَنَّهَا كَوْكَبٌ دُرِّيٌّ

the glass as it were a glittering star

يُوقَدُ مِنْ شَجَرَةٍ مُبَارَكَةٍ زَيْتُونَةٍ لَا شَرْقِيَّةٍ وَلَا غَرْبِيَّةٍ

kindled from a Blessed Tree, an olive that is neither of the East nor of the West

يَكَادُ زَيْتُهَا يُضِيءُ وَلَوْ لَمْ تَمْسَسْهُ نَارٌ

the oil whereof wellnigh would shine, even if no fire touched it.

نُّورٌ عَلَى نُورٍ

Light upon Light

يَهْدِي اللَّهُ لِنُورِهِ مَن يَشَاءُ

Allah guides to His Light whom He will

وَيَضْرِبُ اللَّهُ الْأَمْثَالَ لِلنَّاسِ

and Allah sets forth parables for men

وَاللَّهُ بِكُلِّ شَيْءٍ عَلِيمٌ

and Allah has knowledge of everything.

I. General provisions

Article 1 Name and seat

- (1) The association bears the name: **Muslim Student Association Nour**, abbreviated **MSA Nour**.
- (2) **MSA Nour** has its seat in the municipality of Maastricht.

Article 2 Objective of the association

- (1) **MSA Nour** has the objective to:
 - (a) Promote a cohesive community of Muslim students in Maastricht;
 - (b) Represent the interests of the Muslim students in Maastricht;
 - (c) Promote a community of students in Maastricht where attention is paid to diversity and inclusiveness, and where students feel welcome and heard;
 - (d) Promote the Islamic identity of Muslim students in Maastricht;
 - (e) Promote contact between students and in a social sense between students and local residents within the municipality of Maastricht;
 - (f) Organize religious, study oriented or leisure activities;
 - (g) Promote knowledge of Islam, Islamic culture and the Arabic language;
 - (h) Promote knowledge about the cultural backgrounds of students in Maastricht in order to combat prejudices and stereotypes;
 - (i) Encourage an open discussion and debate on religious and non-religious matters in Maastricht, in which respect, dignity and tolerance are paramount for the other.
- (2) **MSA Nour** seeks to achieve this objective by:
 - (a) promoting and organizing, or providing support for activities aimed at strengthening the relationship between students and their relationship with their religion, Islam;
 - (b) promoting and organizing, or providing support for activities in which the discussion of religious themes is central;
 - (c) promoting and organizing, or providing support for activities in which the discussion of social themes is central;
 - (d) promoting and organizing, or providing support for activities that aim to create a bond between students of the aforementioned study program;
 - (e) Collaborating with other student associations and organisations in and outside Maastricht;
 - (f) The use of all lawful means that can be of service to the objective of **MSA Nour**.
- (3) Activities mentioned in paragraph 2 of this article may include, but are not limited to, the organization of lectures[deleted], workshops, lectures, discussion panels, volunteer work, social activities, and dinners.

Article 3 Characteristics

- (1) The colors of **MSA Nour** are green (#2A3D31), crème/pink (#C9ADA7), and white (#FFFFFF)

- (2) The symbol of **MSA Nour** consists of the Arabic spelling of Nour and with the name of the association under it in crème/pink and white letters.
- (3) **MSA Nour** is a Muslim student association with its origins and foundations in Sunni Islam. **MSA Nour** is open and welcoming to all, regardless of religious background.

Article 4 Official language

The official language within **MSA Nour** is English.

- (a) This is the language used in all communication between the organs of **MSA Nour** and its **members**.
- (b) This is the language that **members** must primarily use for their mutual communication.
- (c) Communicating in other languages is allowed, provided this does not exclude **members**, partners, or visitors of activities organised by **MSA Nour**.
- (d) Communicating in other languages is allowed in situations where speaking another language is necessary.

Article 5 Duration

- (1) **MSA Nour** was founded on the twentieth of November, two thousand and nineteen.
- (2) **MSA Nour** is contracted for an indefinite period of time.

Article 6 Definitions

(1) *By-laws*

The “**By-laws** of **Muslim Student Association Nour**”.

(2) *Association year*

An association year, as well as the financial year, coincides with the academic year and runs from the first of September to the thirty-first of August of the subsequent year.

(3) *Board year*

A board year is the period between two Board changes.

(4) *Board change*

The Board change is the moment on which the Board passes the mandate to the candidate board.

(5) *Onboarding process*

The Onboarding process is the period between the Closure Assembly and the Board change. During this period the Board prepares the candidate board for the Board year.

(6) *In writing*

By letter, by e-mail address as registered in the member database, or at the official e-mail address of the **Secretary**. A message that is transmitted via another common means of communication and that is received electronically or in writing will only suffice with the express permission of the **Board**.

(7) *Partner*

A legal entity that cares about **MSA Nour** and commits itself to achieving common goals and ambitions, endorsed by a cooperation agreement between the legal entities.

(8) *Founding board and founding members*

The **founding board** is the first **Board** of MSA Nour, elected by the **founding members** of **MSA Nour**, the individuals who were closely involved in the founding phase of **MSA Nour**.

II. Membership

Article 7 Members

(1) **Members** of **MSA Nour** are the natural persons admitted as members by the Board.

A distinction is made between:

- (a) **Local members: members** of **MSA Nour** who are registered at Maastricht University or at other WO, HBO, and MBO educational institutions with their registered office in Maastricht. Students who temporarily interrupt their studies, PhD students, and students who participate in the Foundation Programme in Maastricht also fall under local members.
- (b) **External members: members** of **MSA Nour** who are registered at other WO, HBO, or MBO educational institutions in the Netherlands or at similar institutions in Belgium and Germany fall under external members.
- (c) **Former members: members** of **MSA Nour** who have been internal or external members and have completed their studies at one of the above-mentioned educational institutions.

(2) The membership is personal and cannot be transferred or acquired by inheritance.

Article 8 Local members

(1) Each **Local member** has the right:

- (a) to vote at meetings;
- (b) to stand for candidate to any position within **MSA Nour**;
- (c) to inspect financial information at the **Treasurer**.

(2) Every **Local member** is obliged:

- (a) to safeguard the honor and reputation of **MSA Nour**;
- (b) to behave respectfully towards members of the association at all times;
- (c) to adhere to the **By-laws** and the **Procedural Rules**;
- (d) to be discrete with information discussed in confidence during meetings or other times. Only the **Board** may authorize the disclosure of such information;
- (e) to pay the membership fee determined by the **General Members Assembly**;
- (f) to accept and follow decisions of the **Board** and the **General Members Assembly**.

Article 9 External members

(1) Each **External member** has the right:

- (a) to vote at meetings;
- (b) to be eligible to represent functions within **MSA Nour**, except for administrative functions.

(2) Every **External member** is obliged:

- (a) to protect the honor and reputation of **MSA Nour**;
- (b) to behave respectfully towards members of the association at all times;
- (c) to adhere to the **By-laws** and the **Procedural Rules**;
- (d) to be discrete with information discussed in confidence during meetings or other times. Only the **Board** may authorize the disclosure of such information;
- (e) to pay the membership fee determined by the **General Members Assembly**;
- (f) to accept and follow decisions of the **Board** and the **General Members Assembly**.

Article 10 Former members

- (1) Each **Former member** has the right:
 - (a) to participate in activities organized for **Former members**;
 - (b) participate in other association activities with the exception of activities organized for **local** and **external members** unless they have permission from the **Board**.

- (2) Each **Former member** is obliged:
 - (a) to safeguard the honor and reputation of **MSA Nour**;
 - (b) to behave respectfully towards members of the association at all times;
 - (c) adhere to the **By-laws** and the **Procedural Rules**;
 - (d) to be discrete with information discussed in confidence during meetings or other times. Only the **Board** may authorize the disclosure of such information;
 - (e) to pay the **Former members** membership fee determined by the **General Members Assembly**;
 - (f) to accept and follow decisions of the **Board** and the **General Members Assembly**.

Article 11 Acquiring membership

- (1) Membership is obtained by registering as a **member** in writing at the **Board**, by being admitted as such by the **Board**, and by paying the annual membership fee.

- (2) In the event of non-admission, the person concerned may, within thirty days from the date of this **decision**, appeal to the **General Members Assembly** by means of a written request to be submitted to the **Secretary**. The **Board** informs the person concerned of this possibility of appeal in the letter in which it communicates its - motivated - **decision** of non-admission. The appeal will be considered at the next **General Members Assembly** after receiving the notice of appeal. The **General Members Assembly** can only reverse the **decision** of non-admission by taking a **decision** to that effect with a majority of at least two-thirds of the number of valid votes cast.

- (3) Membership is a subscription for an indefinite period of time.

Article 12 Termination of membership

Membership will be terminated:

- (1) by the death of the **member**;

- (2) by cancellation by the **member**:
 - (a) Cancellation of the membership by the member can be done in writing throughout the year with due observance of a notice period of 4 weeks.
 - (b) If the **member** wishes to be deregistered before the next association year, the declaration of cancellation must be in the possession of the **Secretary** before the first day of the association year, failing which the membership will continue until the end of the next association year.
 - (c) If a **member** cannot reasonably be expected to have its membership continued, notwithstanding sub a and b of this paragraph, immediate cancellation is possible.
 - (d) If a **member** receives a **decision** with a limitation of its rights or an increase in its obligations, with the exclusion of a change of financial rights and obligations, notwithstanding sub a and b of this paragraph, immediate cancellation is possible.

- (3) by cancellation by **MSA Nour**;
- (a) Cancellation of membership on behalf of **MSA Nour** may be issued in writing by the **Board** by the end of the current fiscal year, with at least four weeks notice:
 - when a **member**, after having been repeatedly summoned in writing to do so, has not fully met its financial obligations towards **MSA Nour** for the current financial year;
 - when the **member** has ceased to meet the membership requirements then set by the **By-laws**.
 - (b) If a cancellation is not made in time, the membership will continue until the end of the next financial year.
 - (c) If **MSA Nour** reasonably cannot be expected to allow membership to continue, notwithstanding sub a and b of this paragraph, immediate termination is possible.
 - (d) Cancellation is always issued in writing, stating the reasons, and must be ratified in the next **General Members Assembly**.
- (4) by expulsion.
- (a) Expulsion from membership may only be issued by the **Board** if a **member** acts in violation of the **By-laws, Procedural Rules** or **decisions** of **MSA Nour**, or if the member brings unreasonable harm to **MSA Nour**.
 - (b) The **Board** informs the **member** of its **decision** as soon as possible, stating the reasons.
 - (c) The **member** concerned is authorized to appeal to the **General Members Assembly** within one month of receipt of the notification. The **General Members Assembly** can only reverse the **decision** of expulsion by taking a **decision** to that effect with a majority of at least two-thirds of the number of votes cast. During a period of appeal, before it has been discussed in the meeting, the **member** is suspended.
- (5) When the membership ends in the course of an association year, the full annual membership fee remains owed by the **member**.

Article 13 Suspension

- (1) The **Board** has the authority to suspend a **member** for a maximum period of 6 months if one or more of the following conditions are met:
 - (a) A **member** has delayed payments for at least two months.
 - (b) The payment delay of a member amounts to seventy-five euros or more.
 - (c) The **member** acts contrary to the **By-laws, Procedural Rules, or decisions** by **MSA Nour**.
 - (d) The **member** unfairly harms **MSA Nour**.
- (2) During a suspension, the following restrictions are imposed on a **member**:
 - (a) The **member** loses his/her right to participate in the **General Members Assembly**.
 - (b) The **member** loses his/her voting rights in the **General Members Assembly**.
 - (c) The **member** may not participate in activities organized by **MSA Nour**.
- (3) The **General Members Assembly** may appeal to the suspension. The **General Members Assembly** can only undo the **decision** of suspension by taking a **decision** to that effect with a majority of at least two-thirds of the number of votes cast. During a period of appeal, before it has been discussed in the meeting, the

suspension remains in force. A suspended **member** has access to the **General Members Assembly** in which the **decision** to suspend is discussed and is allowed to speak about it.

- (4) Provided the **Board** has a substantial reason, as stated in Article 13.1, the Board has the right to prevent a previously suspended member from:
- (a) Joining a committee and/or any of **MSA Nour's** working groups.
 - (b) Volunteer to serve in any of **MSA Nour's** activities.
 - (c) Applying for a **Board** position.
 - (d) Applying for a position on the Advisory **Board**.

Article 14 Membership contribution

- (1) Each **Local and External member** owes an annual contribution. The amount of the contribution is determined by the **General Members Assembly** in the **Opening Assembly**.
- (2) Each **Former member** owes an annual **Former member** contribution. The amount of the contribution is determined by the **General Members Assembly** in the **Opening Meeting**.
- (3) Each **Local and External member** is expected to pay the annual membership fee within two weeks of registration. If the **member** cannot pay the contribution within a payment period of 2 weeks, the payment period of 2 weeks can be extended in consultation with the **Board**. After payment of the membership fee, someone is considered an official **member** of **MSA Nour**.

III. Bodies of MSA Nour

B. The Board

Article 15 Composition

- (1) The **Board** consists of at least three natural persons, a **President**, a **Secretary**, and a **Treasurer**.
- (2) The **General Members Assembly** may **decide** to assume a higher number of board positions, but never more than five in total.

Article 16 Representation

- (1) The **Board** represents **MSA Nour**.
- (2) The representative authority belongs to two board members jointly.
- (3) The **Board** may grant the representative authority to one or more board members, as well as others, to represent **MSA Nour** within the limits of such representative authority.

Article 17 Functions and Competences

- (1) The **Board** is responsible for the management of **MSA Nour**.
- (2) The **Board** is exclusively authorized to enter into cooperation agreements or other agreements, notwithstanding paragraph 3 of this article, which arise directly or indirectly from the purpose described in Article 2. Agreements involving financial obligations of more than 500 euros can only be entered into by the **Board** with prior consent of the **General Members Assembly**.
- (3) The **Board** is, with the approval of the **General Members Assembly**, also authorized to **decide** to enter into agreements to acquire, alienate, or encumber registered property and to enter into agreements in which **MSA Nour** commits itself as surety or co-debtor, covers for a third party, or provides security for a debt of another. Without the aforementioned approval, **MSA Nour** cannot be legally represented with regard to these legal acts.
- (4) The **Board** may be assisted by special committees, working groups, or officers, appointed by the **Board**.
- (5) The **Board** keeps a register with personal information about all members, in which, among other things, the names, address details, dates of birth, telephone numbers, e-mail addresses, bank account numbers, studies, and nationalities of the **members** are stored. In doing so, the **Board** ensures that it complies with all requirements of the General Data Protection Regulation and other laws and treaties relating to privacy legislation in the Netherlands.
- (6) The **Board** will keep records of **MSA Nour**'s financial situation and everything relating to **MSA Nour**'s activities in accordance with the requirements arising from

these activities and will keep the associated books, records, and other data carriers in such a way that **MSA Nour**'s rights and obligations may be known at any time.

Article 18 Appointment

- (1) The board members are appointed by the **General Members Assembly** from among the **Local members** of **MSA Nour**.
- (2) Candidates for the **Board** are deemed to be aware of the obligation's incumbent on the **Board** on the basis of the **By-laws**, the **Procedural Rules**, and other information provided to them by the **Board**. Candidates are deemed to be able to meet the expectations arising from the aforementioned obligations.
- (3) A **Local member** who wishes to stand for election must indicate this at least two weeks before the **Closure Assembly** by notifying the **Secretary** in writing, including an indication of the board position(s) the **Local member** is standing for.
- (4) In the **Closure Assembly**, those **entitled** to vote determine the number of board positions and the available positions for the next association year. **Local members** who stand for election, the board candidates, are given the opportunity to withdraw or change their candidacy.
- (5) The board candidates present themselves to the **General Members Assembly**. The **Board** is authorized to attach a time limit to this.
- (6) After the presentations of the board candidates, the voting will take place as follows, in accordance with the system of 'Alternative Voting':
 - (a) A ballot will be held for each available board position.
 - (b) **Eligible voters** of the **General Members Assembly** rank the board candidates for each board position in order from 'most favorite' to 'least favorite'. In doing so, persons **eligible voters** must adhere to the instructions of the **Board**, which may be stated on the ballot paper.
 - (c) The board candidate with at least fifty-one percent of the votes is elected for the board position. If no board candidate has obtained at least fifty-one percent of the votes, the votes of the board candidate with the lowest amount of votes will be added to the board candidates whom the **eligible voters** have chosen as second in the preference votes. This process is repeated until a board candidate has obtained at least fifty-one percent of the votes.
 - (d) For board positions other than '**President**', '**Secretary**', and '**Treasurer**', **eligible voters** may choose to leave the board position vacant. The Board can choose to provide a separate box that **eligible voters** can tick to exercise this option. The board position will lapse if at least 51% of the votes cast their vote for this in the appropriate manner, rounded down for a decimal below 5 and up for a decimal of 5 or higher.
 - (e) If a board candidate has been elected for several positions, he or she will be given the opportunity to make a choice. In the event that the choice of the board candidate results in the position of '**President**', '**Secretary**', or '**Treasurer**' not being filled, the board candidate must still fill this vacant position. A board candidate can never be appointed for two positions.
- (7) Anyone who has been appointed through an interim vacancy will assume the board position of their resigned predecessor.

- (8) Board members are appointed for a maximum period of one year. In this context, a year is understood to mean the period between two successive **Closure Assemblies**. Board members who have been appointed through an interim vacancy are appointed for a period up to the first **Closure Assembly** from their appointment.
- (9) If the number of board members has fallen below the minimum stated in Article 15, paragraph 1, the **Board** will nevertheless maintain its competency. The **Board** is obliged to convene a **General Members Assembly** as soon as possible, in which the filling of the vacancy(s) is discussed.

Article 19 End of board membership

- (1) The membership ends:
 - (a) by the termination of the membership of **MSA Nour**;
 - (b) by the end of the board term;
 - (c) because the board member is placed under guardianship.
- (2) Each board member resigns no later than one year after his appointment but can be re-elected thereafter.
- (3) Board members can be suspended and dismissed at any time by the **General Members Assembly**, stating its reasons.
 - (a) With regard to suspension or dismissal, the **General Members Assembly** **decides** by a majority of two-thirds of the votes cast.
 - (b) If the **General Members Assembly** has not **decided** to dismiss within three months after suspension of a board member, the suspension will end.
 - (c) The suspended board member will be given the opportunity to account for himself in the **General Members Assembly** and may be assisted in this by a representative.
- (4) Any board member can submit their resignation in writing to the **General Members Assembly**, with a notice period of at least three months. At the next **General Members Assembly**, the position will be transferred to a newly elected board member. If the board member cannot reasonably be required, at the discretion of the rest of the board, to allow the board membership to continue, contrary to the foregoing, immediate termination is possible.

Article 20 Further legislation

The **Procedural Rules** may provide further rules regarding tasks, division of tasks, meetings, minutes, and decision-making of the **Board**.

B. The Advisory Council

Article 21 The Advisory Council

- (1) **MSA Nour** has an **Advisory Council**.
- (2) Former board members may apply in writing to the **Board** for participation in the **Advisory Council**. This application must be received by the **Board** before the start of the new association year and may be made prior to each association year during the period specified in the fourth paragraph of this article.

- (3) Participation in the **Advisory Council** runs parallel to the period between two consecutive **Closure Assemblies** and begins when the **Board** has informed the applicant of the proper receipt of its application.
- (4) Former board members may not participate in the **Advisory Council** for more than three full association years after their resignation.
- (5) The **Board** agrees with the members of the **Advisory Council** which means they will use it for their mutual communication. Together they draw up rules with regard to the way in which communication takes place, with respect for each other's time and availability.
- (6) The **Advisory Council** may provide the **Board** with solicited or unsolicited **advice** or assistance at any time.
- (7) The **Advisory Council**, taking into account the availabilities of its members, when consulted by the **Board**, is expected to provide **advice** or assistance. If invited to a meeting with the **Board**, attendance is expected. Absence must be communicated to the **Board** in advance, stating valid reasons, failing which participation in the **Advisory Council** may be terminated by a joint decision of the **Board** and the other members of the **Advisory Council**.
- (8) The **advice** of the **Advisory Council** is not binding. The **Board** may deviate from the **advice** of the **Advisory Council**, whilst stating its reasons, after having considered the **advice**.
- (9) The **advice** of the **Advisory Council** is documented in the records of **MSA Nour**, as are the **decisions** of the **Board** with the reasons stated therein as to whether or not to follow an **advice**.
- (10) Membership of the **Advisory Council**, if the member does not submit a written resignation to the Board before the beginning of the association year, shall continue until the next association year.
- (11) Members of the **Advisory Council** may resign prematurely, subject to a two months notice. If the member cannot, at the discretion of the **Board**, reasonably be required to continue membership of the **Advisory Council**, in deviation from the above, immediate termination is possible.

C. The General Members Assembly (GMA)

Article 22 Competences

In all cases not provided for by law, the **By-laws**, or the **Procedural Rules**, the **Board** will **decide**. In these cases, the **Board** will inform the **General Members Assembly** of its decision as soon as possible.

Article 23 Access to the General Members Assembly

- (1) Access to the **General Members Assembly** is granted to **members** who have not been suspended, subject to Article 13 paragraph 3, as well as those who have been invited by the **Board** and/or the **General Members Assembly**.

(2) The **Board** decides on the admission of persons other than those mentioned above.

Article 24 Voting rights

- (1) With the exception of a suspended **member**, each **member** entitled to vote has one vote in the **General Members Assembly**
- (2) Each **member** entitled to vote may authorize another **member** entitled to vote to cast their vote.
 - (a) Authorisation is given by notifying the **Secretary** in writing, at least 12 hours before the start of the **General Members Assembly**. The authorization is inspected by the **Secretary** and recorded in the minutes.
 - (b) A **member** entitled to vote can be authorized by not more than two people.
- (3) Minor **members**, who are sixteen years or older, are considered legally competent within **MSA Nour** so that they have active and passive voting rights, as well as all other rights and obligations that adult **members** also have unless explicitly stated otherwise.
- (4) Prior to a vote, a **member** is entitled to make an explanation of vote. The **Board** is authorized to attach a time limit to this.

Article 25 Decision-making

- (1) At a **General Members Assembly**, the number of **members** entitled to vote must be greater than or equal to the number of board members plus one for the **General Members Assembly** to take place. Board members are not included in this number.
- (2) Insofar as the law or these **By-laws** do not provide otherwise, all **decisions** of the **General Members Assembly** are adopted by an absolute majority of the votes cast. This means half plus one.
- (3) Invalid and blank votes are considered not to have been cast.
- (4) All votes at an assembly are taken orally unless the **President** deems a written vote desirable or one of the persons entitled to vote so requests before the vote.
- (5) The judgment expressed by the **President** at the **General Members Assembly** regarding the result of a vote is decisive. The same applies to the content of a **decision** taken, insofar as a vote was taken on a proposal not laid down in writing. However, if the correctness of the judgment of the **President** is disputed immediately after pronouncement thereof, a new vote will take place if the majority of the **General Members Assembly** so requires or, if the original vote was not taken by roll call or in writing if a present person eligible to vote so desires. As a result of this new vote, the legal effects of the original vote lapse.
- (6) A unanimous **decision** of all those who are entitled to vote in the **General Members Assembly**, even if they are not in an assembly, has the same force as a **decision** of the **General Members Assembly**, provided it is taken with the prior knowledge of the **Board**. However, with regard to the dismissal of board members, merger with another association, conversion into another legal entity, amendment of the **By-laws**,

and dissolution, a **General Members Assembly** must always be held, which must comply with the requirements set by the law or these **By-laws**.

- (7) In order to object to a **decision** of the **Board** or the **General Members Assembly**, a motion can be submitted to discuss this point at the next **General Members Assembly**. A motion can only be submitted by at least one-fifth of the voting members and must be submitted to the **Board** before the final agenda is announced. If this is not met, the motion will be included in the next meeting, unless the **Board** decides otherwise or the majority of the **General Members Assembly** insists on this.

Article 26 Convocation

- (1) **General Members Assemblies** are convened by the **Board** as often as it deems desirable, but at least twice per association year, of which one at the beginning of the association year and one at the end of the association year.
- (2) The convocation shall be in writing. The term for convening the meeting is at least two weeks, not counting the day of the convocation and that of the **General Members Assembly**.
- (3) At the written request of at least one-tenth of the **members** entitled to vote, the **Board** is obliged to convene a **General Members Assembly**, to be held within four weeks of the request being submitted. If the request is not complied with within four weeks, the applicants can themselves convene the **General Members Assembly**. The applicants can then charge others than board members with the leadership of the **General Members Assembly** and the drawing up of the minutes.
- (4) If the **General Members Assembly** has not been convened in writing, the **General Members Assembly** may nevertheless take legally valid **decisions**, provided that at least such a number of persons entitled to vote is present at the **General Members Assembly** as is entitled to cast half of the number of votes cast in a full plenary meeting and none of them, nor the **Board**, opposes decision-making.
- (5) If the **General Members Assembly** is convened within a shorter period than the prescribed period, the **General Members Assembly** may nevertheless take legally valid **decisions**, unless such number of those present as is entitled to cast one-tenth of the votes in that **General Members Assembly** opposes this. The provisions of the first sentence of this paragraph apply mutatis mutandis to decision-making by the **General Members Assembly** on subjects not mentioned on the agenda.
- (6) The convening notice shall state the place and time of the **General Members Assembly** as well as the subjects to be discussed on the proposal of the **Board** or its **members**, without prejudice to the provisions below regarding amendments to the **By-laws**.
- (7) At least one week before the **General Members Assembly** takes place, the documents to be discussed at the **General Members Assembly** are shared with the **members** by the **Board**, unless preparation for the agenda items to which the documents relate is not required.

- (8) Subjects that the majority of the **members** wish to see discussed are also placed on the agenda, provided they have been communicated in writing to the **Board** at least seven days before the **General Members Assembly**.
- (9) Other topics that are not on the agenda can also be discussed at the **General Members Assembly**, provided this takes place in a **General Members Assembly** where all delegated members are present or represented; **decisions** on these subjects can then only be taken by unanimity.

Article 27 Conduct of meeting

- (1) The **General Members Assembly** is held in the municipality where **MSA Nour** has its registered office.
- (2) The **General Members Assembly** is chaired by the **President** or, in their absence, by a board member to be designated for that purpose by the board members present at the **General Members Assembly**. If no board members are present, the assembly organizes its own chairmanship.
- (3) Minutes of the proceedings at the **General Members Assembly** are kept by the **Secretary** or by a person designated by the **President**. These minutes are adopted in the same or in the next **General Members Assembly** and in evidence thereof signed by the **President** and the **Secretary** of that **General Members Assembly**.
- (4) With regard to the presidency, minutes, and votes of and in the **General Members Assembly**, further rules can be given in the **Procedural Rules**.

Article 28 Closure Assembly and Opening Assembly

- (1) In the **General Members Assembly** at the end of the association year, the **Closure Assembly**, the following should be discussed:
 - (a) elections of board members for the next association year;
 - (b) the general annual report, including the policy pursued in the past year, possibly accompanied by a written report;
 - (c) the proposals of the **Board** or the members, stated in the notice convening the **Closure Assembly** or a timely supplement thereto.
- (2) In the **General Members Assembly** at the beginning of the association year, the **Opening Assembly**, the following should be discussed:
 - (a) the annual accounts, meaning the balance sheet and the statement of income and expenditure, including explanatory notes;
 - (b) the report of the Cash Audit Committee;
 - (c) the appointment of a Cash Audit Committee for the new financial year;
 - (d) the policy to be pursued for the coming association year;
 - (e) the final budget for the new association year;
 - (f) determining the contribution for the coming year and possibly the registration fee;
 - (g) the proposals of the **Board** or the members, stated in the notice convening the **General Members Assembly** or a timely supplement thereto.
- (3) The documents referred to in paragraph 2 sub a of this article are signed or orally endorsed by the persons who were **Board members** in the association year prior to the **Opening Assembly**. If the signature of one or more of them is missing, this will be stated, stating the reasons thereof. An oral endorsement is recorded as such in the minutes of the relevant **General Members Assembly**.

Article 29 Further regulations

Further rules regarding tasks, division of tasks, meetings, minutes, and decision-making of the **General Members Assembly** can be laid down in the **Procedural Rules**.

IV. Finances

Article 30 Funds

MSA Nour's funds consist primarily, but not exclusively, of

- (a) the contributions of the **members**;
- (b) the donations of donors;
- (c) from any acquisitions pursuant to inheritances;
- (d) bequests and donations;
- (e) entrance fees for organized activities;
- (f) yield of grants;
- (g) advertising and/or sponsorship money;
- (h) any incidental benefits.

Article 31 Donors

- (1) **MSA Nour** has one-time donors and regular donors.
 - (a) One-time donors are those who have expressed their willingness to make a financial donation. They can donate anonymously or by name.
 - (b) Regular donors are those who have declared themselves contractually prepared to make a financial contribution and have been admitted as such by the **Board**. Regular donors are not allowed to act in violation of Islamic principles, and in such cases are not admitted as such by the **Board**.
- (2) Regular donors have no rights and/or obligations other than those granted or imposed in the accompanying contract.
- (3) The rights and obligations of a regular donor can be mutually terminated at any time by giving notice, except for agreed donations that remain due in full over the agreed term. Termination by **MSA Nour** shall be affected by the **Board**.

Article 32 The Cash Audit Committee

- (1) The **General Members Assembly** annually appoints an Audit Committee of at least two **members** who may not be part of the Board at the **Opening Assembly**. The Cash Audit Committee examines the annual accounts within the meaning of Article 28, paragraph 2, sub a, and advises the **General Members Assembly** in its task to approve or reject the documents.
- (2) The **Board** will forward the documents referred to in the previous paragraph to the Cash Audit Committee at least one month before the day on which the **General Members Assembly** will be held in which they will be discussed.
- (3) The **Board** is obliged to provide the Cash Audit Committee with all the information it has requested for its investigation, to show it the cash register and the values if desired, and to make available for consultation the books and records, and other data carriers of **MSA Nour**. If the Cash Audit Committee wishes to be assisted by an expert, it can contact the **Board** or the **General Members Assembly** with that request.
- (4) The Cash Audit Committee must perform an audit at least once at the end of a financial year. The **General Members Assembly** or the **Board** can also convene the Cash Audit Committee earlier in the year.

- (5) The Cash Audit Committee reports on the finances of the previous association year during the **Opening Assembly**. The report describes how the inspection was performed and its findings. The Cash Audit Committee can be relieved of its duties if it agrees to the financial accounting.
- (6) If the approval of the annual accounts is refused, the **General Members Assembly** may appoint a new Cash Audit Committee, consisting of at least three **members**, who conduct a new audit of the annual accounts. This new Cash Audit Committee has the same powers as the previously appointed Cash Audit Committee. Within one month of the appointment, the new Cash Audit Committee reports its findings to the **General Members Assembly**. If approval is also refused, the **General Members Assembly** will take those measures that it deems necessary in the interest of **MSA Nour**.
- (7) Approval by the **General Members Assembly** of the annual accounts serves as a discharge to the **Board**, except for what is not apparent from the books.
- (8) Further rules regarding tasks, division of tasks, meetings, minutes, and decision-making of the Cash Audit Committee can be laid down in the **Procedural Rules**.

V. Final provisions

Article 33 Dissolution and liquidation

- (1) The provisions of article 34, paragraphs 1 to 4, apply mutatis mutandis to a **decision** of the **General Members Assembly** to dissolve **MSA Nour**.
- (2) In its **decision** referred to in the previous paragraph, the **General Members Assembly** determines the destination for the credit balance, as much as possible in accordance with the purpose of **MSA Nour**. The liquidation is affected by the **Board**.
- (3) After the dissolution, **MSA Nour** will continue to exist insofar as this is necessary to liquidate its assets. During the liquidation, the provisions of the **By-laws** will remain in force as much as possible. In documents and announcements emanating from **MSA Nour**, the words "in liquidation" must be added to its name.
- (4) The liquidation ends at the time when there are no longer any assets known to the liquidator.
- (5) The books and records of the dissolved **MSA Nour** must be kept for ten years after the liquidation has ended. A custodian is a person designated as such by the liquidators.

Article 34 Amendments to the By-laws

- (1) Amendments to the **By-laws** can only take place by a **decision** of the **General Members Assembly**, which has been summoned with the announcement that amendments to the **By-laws** will be proposed there.
- (2) Those who have convened the **General Members Assembly** to deal with a proposal for an amendment to the **By-laws** must, at least five days before the day of the **General Members Assembly**, make available for the **members** a copy of that proposal, in which the proposed amendment is included word-for-word, in a suitable place until after the end of the day on which the **General Members Assembly** was held.
- (3) Amendments to the **By-laws** can only be **decided** by the **General Members Assembly** with a majority of at least two-thirds of the number of valid votes cast, whereby at least two-thirds of the number of **members** must be present or represented.
- (4) The provisions of paragraphs 1 and 2 of this article do not apply if all persons entitled to vote are present or represented at the **General Members Assembly** and the **decision** to amend the **By-laws** is taken by an absolute majority of the number of valid votes cast.
- (5) The board members are obliged to deposit a complete continuous text of the **By-laws**, as they read after the amendment, at the office of the trade register kept by the Chamber of Commerce.

Article 35 Procedural Rules

- (1) The **General Members Assembly** may adopt and amend one or more **Procedural Rules**, in which subjects are regulated that are not or not fully provided for by these **By-laws**.
- (2) **Procedural Rules** may not contain provisions that conflict with the law or with these **By-laws**.
- (3) In the event of improper acts by individual **members**, including acts or omissions in violation of the law, or with the **By-laws** or **Procedural Rules**, or violation of the interests of **MSA Nour**, further disciplinary measures may be imposed by the **Board** in the **Procedural Rules**.
- (4) The provisions of Article 34 paragraphs 1, 2, and 4 apply mutatis mutandis to **decisions** to adopt and amend **Procedural Rules**.
- (5) Adoption and amendment of the **Procedural Rules** can only be decided by the **General Members Assembly** with a majority of at least two-thirds of the number of valid votes cast.

Article 36 Confidentiality

All **members**, bodies of **MSA Nour**, partners, and donors are obliged to maintain confidentiality with regard to data that have come to their knowledge in their capacity and which by their nature are not intended for distribution to third parties.

Article 37 Final statement

(1) The **founding board** of **MSA Nour** consists of:

- (a) Abdelhakim Aknouz, **President**;
- (b) Heba Moharam, **Secretary**;
- (c) Dudu Kaya, **Treasurer**;
- (d) Ouiam Moussati, **PR manager**;
- (e) Yesim Kaya, **Event manager**.

(2) The **founding members** of **MSA Nour** are:

- Sarah Abdalli
- Abdelhakim Aknouz
- Maryam Bouzidi
- Manar Daoud
- Zayneb Feyza Goktepe
- Dudu Kaya
- Yesim Kaya
- Heba Moharam
- Ouiam Moussati
- Dina Paris
- Hubeyb Sezai Yilmaz