

SCHEDULE A

REPUBLIC OF GUYANA

COUNTY OF DEMERARA

COMPANY NO.

THE COMPANIES ACT OF GUYANA

PRIVATE LIMITED LIABILITY COMPANY

WITH NO SHARE CAPITAL

BY-LAWS

OF

EURO-GUYANA CLASSICAL MUSIC AND OPERA ASSOCIATION INC.

These by-laws and any other by-laws of the Company shall be the by-laws for the time in force of the **EURO-GUYANA CLASSICAL MUSIC AND OPERA ASSOCIATION INC.**

SECTION ONE

BUSINESS OF THE COMPANY

1. Restrictions

- 1.1.** The Company is organized exclusively for charitable, educational, cultural and artistic purposes, including but not limited to;
- Promoting appreciation of European classical music and opera in Guyana,
 - Preserving and promoting European musical heritage and encouraging cultural exchange between Guyana and Europe,
 - Providing educational programmes in music, opera and the performing arts,
 - Supporting emerging musicians, vocalists, instrumentalists and composers in Guyana.
- 1.2.** The Company may also engage in any other activity permitted by the laws of the Co-operative Republic of Guyana and approved by the Board of Directors that promotes its objectives.
- 1.3.** No part of the Company's activities may include carrying on, participating or intervening in any political campaign on behalf of any candidate for public office.

BY -LAWS OF EURO-GUYANA CLASSICAL MUSIC AND OPERA ASSOCIATION INC.

- 1.4.** No part of the net earnings of the Company shall inure to the sole benefit of any member or individual without approval from the Board of Directors in keeping with the objective of the company.

2. Name

- 2.1.** The name of the Company is the **EURO-GUYANA CLASSICAL MUSIC AND OPERA ASSOCIATION INC.** It may be referred to by the acronym **EGCMOA INC.** In these By-laws it is referred to as "the Company".

3. Objectives

- 3.1.** The aims and objectives of the Company are:

- 3.1.1.** To promote the appreciation and performance of European classical music and opera in Guyana.
- 3.1.2.** To encourage cultural exchange between Guyana and European nations through music and the performing arts.
- 3.1.3.** To foster public appreciation of orchestral music, chamber music, sacred music, opera and related art forms.
- 3.1.4.** To organize concerts, recitals, festivals, competitions and public performances.
- 3.1.5.** To promote music education among children, young adults and the wider public.
- 3.1.6.** To establish scholarships, bursaries and awards for promising musicians.
- 3.1.7.** To support choirs, orchestras, chamber ensembles and opera productions.
- 3.1.8.** To encourage collaboration with local and international musicians and cultural institutions.
- 3.1.9.** To preserve and promote European musical traditions while encouraging Guyanese artistic participation.
- 3.1.10.** To promote excellence, professionalism and ethical conduct within the performing arts.
- 3.1.11.** To establish archives, libraries and collections relating to classical music and opera.
- 3.1.12.** To undertake research and publish educational material relating to music, opera, and cultural history.
- 3.1.13.** To support intercultural dialogue through artistic collaboration.
- 3.1.14.** To provide educational outreach programmes in schools and communities.
- 3.1.15.** To promote music as a means of social development,

international cooperation and solidarity and cultural enrichment.

4. Powers

4.1. To achieve its aims and objectives, the Company may:

- 4.1.1.** Affiliate, co-operate, network or federate with any other like organization, locally, regionally and internationally.
- 4.1.2.** Engage in fund raising activities.
- 4.1.3.** Seek funding or assistance from local, regional and international organizations for the execution of projects of the Company.
- 4.1.4.** Buy, lease, hire or otherwise acquire any movable or immovable property and maintain it and equip it for use.
- 4.1.5.** Sell, lease or otherwise dispose of any movable or immovable property.
- 4.1.6.** Enter into binding legal contracts, agreements, arrangements and memorandums.
- 4.1.7.** Establish, host, sponsor, seek sponsorship of classical music, opera and the performing arts activities.
- 4.1.8.** Promote or arrange mentoring programmes for musicians, vocalists, instrumentalists and composers in Guyana.
- 4.1.9.** Sponsor and seek sponsorship of classical music and opera educational programmes, activities, outreaches, research and study.
- 4.1.10.** Organize lectures, masterclasses, workshops, performances, symposiums, educational programmes relating to music, opera and the performing arts.
- 4.1.11.** Publish any educational or informational material on classical music, opera and the performing arts.
- 4.1.12.** Establish rehearsal spaces for members, musicians, vocalists, instrumentalists and composers in Guyana.
- 4.1.13.** Acquire musical instruments, maintain performance venues and manage classical music and opera libraries.
- 4.1.14.** Record classical music and opera performances, and produce audio and video recordings.
- 4.1.15.** Establish youth orchestras, choirs, chamber ensembles for classical music, opera and the performing arts.
- 4.1.16.** Commission classical music and opera works.
- 4.1.17.** Generally, to do all things incidental or conducive to attaining its objectives.

5. Registered Office

- 5.1.** The office of the Company is located at **Lot 11 Sendall Place, Stabroek, Georgetown, Demerara, Guyana** or at such other place as may from time to time be decided upon by the Board of Directors.

6. Corporate Seal

- 6.1.** The Company shall have a common seal. The seal is adopted, and may be changed, by resolution of the Board, and shall be in the custody of the Board.

7. Company Motto

- 7.1.** The Company's Motto shall be attributed to the quote by Friedrich Nietzsche *"Without music, life would be a mistake."*

SECTION TWO

MEMBERS

8. Membership Rights

- 8.1.** The subscribers to the articles of incorporation are the first members of the Company.
- 8.2.** Membership in the Company is open to individuals approved for membership by the Directors.
- 8.3.** Membership is not transferrable.
- 8.4.** The Directors must keep a register of the names and addresses of its list of Members, that is maintained, current and updated.

9. Classes of Membership

- 9.1.** There are established classes of membership with different rights and obligations.
- 9.2.** The members at AGM may by a majority vary the classes, and/or the rights and obligations of a class of membership.
- 9.3.** The classes of membership are:
- 9.3.1. Ordinary Members– Ordinary Membership** shall be any person above the age of eighteen (18) years old who supports or shares a common interest in the objectives of the Association.
- 9.3.2. Professional Members- Professional Members** shall be any person who is recognized by the Board of Directors as suitably qualified professional musicians, opera singers, conductors, music educators, composers, musicologists, instrumentalists, vocalists.

9.3.3. Student Members- Student Members shall be any person who is below the age of eighteen (18) years old, a music student at any music school in Guyana or self-taught musician, and who wishes to become a member of the Association.

9.3.4. Honorary Members– Honorary Members shall be any person who is recognized for their distinguished service to classical music, opera, performing arts, musical education or cultural preservation in Guyana as may be determined by the Board of Directors, and includes, but is not limited to, a member of the Diplomatic core including honorary consul or ambassador of a delegation, a Minister of government or any distinguished music professional in Guyana.

10. Affiliated Member

10.1. The Ambassador of the Delegation of the European Union to Guyana shall be an affiliated member of the Company. The Affiliated member be entitled to participate in the activities of the Company and may to provide guidance, support, advice and engagement to the Company in furtherance of its objects. Unless otherwise expressly provided in these By-laws, an Affiliated member shall not be entitled to vote or hold office in the company by virtue of such affiliation.

10.2. The Affiliated member shall retain sole and absolute discretion regarding the use of its name, logo, emblem, insignia, or other intellectual property by the Company. The Board of Directors shall obtain the Affiliated Member's prior written approval before using its logo, name, emblem, or other identifying marks in connection with any activity, programmed, event, publication, production, recording, promotional material, correspondence, fundraising, initiative, partnership, sponsorship, media releases, or any other matter relating to the company.

10.3. The Board of Directors shall obtain the Affiliated member's prior written approval before representing, describing or implying that the Affiliated member endorses, sponsors, supports, or is otherwise associated with any activity, publication, programme, production, event, recording, communication, or other undertaking of the Company, or before using the Affiliated member's name in any manner whatsoever.

10.4. The Board of Directors or the Affiliated Member may terminate the affiliation at any time by written notice. Upon termination, the Company shall immediately cease using the Affiliated Member's name, logo, insignia, emblem, or any other

identifying marks and shall not hold itself out as being affiliated with, endorsed by or associated with the Affiliated member, except where prior written consent has been obtained.

11. Financial Rights and Obligations of Members

11.1. ONLY Ordinary and Professional Members have voting rights.

11.2. Ordinary and Professional Members have the right to vote expressing consent or dissent to any corporate action.

11.3. If a quorum exists, action on a matter is approved if the votes cast favoring the action exceeds the votes cast opposing the action by simple majority.

11.4. Ordinary and Professional Members must be in good financial standing to maintain their membership with the Company and to be eligible to exercise voting rights.

11.5. All members **EXCEPT Student Members, Honorary and Affiliated Members** are obliged to pay an annual membership fee.

11.6. The amount of the annual membership fee shall be determined by the members at the AGM on a yearly basis starting from **January, 2027**.

12. Members Right to Inspect Records

12.1. Each member, shall have free access at reasonable times and with notice to inspect, examine and copy the accounting records of the Company. Each member shall, when requested furnish to the other members correct information, accounts and statements of and concerning all transactions relating to the company, without any concealment or suppression whatsoever.

13. Termination of Membership

13.1. A member may withdraw from the company by writing the Board to that effect. Upon receiving that notice the Board shall remove that member's name from the list of members.

13.2. Any member who is obligated to pay an annual membership fee and fails to do so within a specified time shall thereupon cease to be a member of the Company and the Board shall strike that member's name off the list of members.

14. Suspension and Expulsion from Membership

14.1. A member may be suspended upon such terms and for such period as the Board considers fit, or may be required to resign their membership, or have their name struck off the list of members, if in the opinion of the Board that

member's conduct is dishonourable, or unprofessional or prejudicially affects the reputation or interests of the Company.

- 14.2.** Any proposal that a member shall be suspended from membership or be required to resign their membership or have their name struck off the list of members shall be made at a meeting of the Board of which not less than **twenty-one days' notice** shall be given to the Board and to the member concerned stating the proposal to be considered at the meeting.
- 14.3.** No member shall be suspended or required to resign their membership or be expelled by having their name struck off the list of members except by a resolution passed by **not less than two-thirds** of all the Directors of the Board, and unless the member shall first have had an opportunity of being heard by themselves or their agent or has had an opportunity of submitting a statement in writing of their defence.
- 14.4.** If any member who, in pursuance of the foregoing provisions is called upon to resign their membership fails to do so **within seven days** from the date of the requirement, the Board shall strike that member's name off the list of members.
- 14.5.** When a member's name is struck off the list of members, they cease to be a member and to have any rights, privileges or obligations as a member.

15. MEMBERS' MEETINGS

15.1. Annual General Meeting

- 15.1.1.** An Annual General Meeting (AGM) of the members of the Company shall be held in the month of **APRIL OF EACH YEAR** on a date and at a time and place designated by the Board of Directors.
- 15.1.2.** The Business of the AGM shall, as far as practicable, conform to the following order:
- a)** Call to order
 - b)** Announcements/Excuses
 - c)** The minutes of the last AGM shall be presented for correction and approval of the Meeting.
 - d)** The Annual Reports of the Board (President, Secretary Reports) shall be presented for adoption.

- e) The Balance Sheet and Accounts for the financial year ended shall be presented for adoption (Treasurer's Report).
- f) The Reports of representatives to other boards or committees shall be presented for consideration and approval.
- g) Proposal and Adoption of Amendments to the By-Laws, if any.
- h) Election of Directors and Officers for incoming year.
- i) Installation of Directors and Officers for incoming year.
- j) Any other Business of which Notice has been given.

15.1.3. Notice of the date, time and place of the AGM shall be provided electronically or by mail to each member of the Company **at least fourteen (14) days** prior to the day set for the AGM.

15.1.4. The quorum for the AGM shall be **ten (10) members** and must include **at least three (3) Directors** of the Company.

15.1.5. The Company may hold Ordinary meetings of members, monthly or as otherwise determined by the Board.

15.1.6. A quorum at any Ordinary Meeting is **seven (7) members of whom at least two (2) are Directors**.

15.1.7. A Special meeting of the Company may be called by the President/Chairman, or **by any three (3) Directors, or by the request of any ten (10) members of the Company**. That request shall be in writing, specifying the general nature of the business proposed to be transacted. That request must be delivered to the Company Secretary. No business may be transacted at such Special Meeting otherwise than specified in the Notice.

15.1.8. **At least fourteen (14) days' notice** of the time, date, place and reason for the special meeting must be sent by the Secretary by mail or electronically to the members of the Company.

15.1.9. The quorum for a Special meeting is **seven (7) members** and in the case of a meeting called at the request of non-Director members, the quorum shall include **at least three (3) of the members** who called for the meeting, and shall include **at least two (2) Directors of the Board**.

15.2. Place of Meetings

15.2.1. Meetings may be held at such place, either within or without the Cooperative Republic of Guyana, as may be determined from time to time by the Board. The Board may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication.

15.3. Virtual meetings

15.3.1. Where authorized by Directors of the Board, members may participate in any meeting of members by means of conference telephone, videoconferencing, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in this manner shall constitute presence in person at such meeting.

15.4. Voting

15.4.1. Voting on any matter at any meeting, including the AGM, or Special Meeting, may be by way of show of hands, or secret ballot, or electronic vote, or as determined at the meeting, by way of simple majority.

15.4.2. Members shall be in good financial standing as at the **31st January** of each given year to be eligible to vote at the AGM or at a Special Meeting held by the Company, or **at least three (3) months** prior to the date of the meeting.

15.4.3. **Only Ordinary and Professional Members** in good financial standing shall be eligible to vote. Each member shall be entitled to cast **one (1) vote** on any matter/issue/item proposed.

15.4.4. A member may authorize another person or persons to vote for them by proxy, but no such proxy shall be voted or acted upon after **one (1) year** from its date unless the proxy expressly provides for a longer period.

15.5. Adjournment

- 15.5.1.** The Chairperson at any meeting of members may with the consent of the meeting and subject to the conditions the meeting may decide, adjourn the meeting from time to time and from place to place.
- 15.5.2.** If a meeting of members is adjourned for less than thirty days, it shall not be necessary to give notice of the adjourned meeting, other than by announcement at the earlier meeting that is adjourned. If a meeting of members is adjourned by one or more adjournments for an aggregate of thirty days or more, notice of the adjourned meeting shall be given as for an original meeting.
- 15.5.3.** No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

15.6. Resolution in Writing

- 15.6.1.** A resolution in writing signed by all the members entitled to vote on that resolution at a meeting of members is as valid as if it has been passed at a meeting of the members.

16. DIRECTORS AND OFFICERS

16.1. Powers

- 14.1.2.** The business and affairs and property of the Company shall be managed by or under the direction of the Board of Directors, who may exercise all such powers of the Company and do all lawful acts and things, subject to any limitations set out in the Articles of Incorporation or these By-laws.

16.2. Composition and Number

- 16.2.1.** The Board of Directors shall comprise of persons who are members of the Company, who shall be holders of the offices of President, Vice President, Company Secretary, Treasurer, Assistant Secretary/Treasurer, together with five (5) other members who shall hold the following positions of Artistic Director, Director of Private Sector Engagement, Director of

Institutional Relations, Director of Productions and Director of Legal Affairs.

16.2.2. The members who are appointed as Directors of the Board are expected to hold the requisite qualification, experience or knowledge to foster the objectives of the Company.

16.2.3. The Board of Directors shall comprise of **not less than five (5) but no more than ten (10) directors.**

16.2.4. There may be more than one (1) Company Secretary of the Company who may act jointly and/or severally.

16.2.5. An Honorary Member may from time to time be invited by the Board to sit and participate as an adviser in a meeting of the Board, at any ordinary/regular/statutory, special or general meeting.

16.3. Eligibility

16.3.1. Any member of the company **except Student Members** are eligible to serve on the Board of Directors.

16.3.2. An **Honorary Member** shall be eligible to serve on the Board of Directors.

16.3.3. No person shall hold the office of President of the Board for **more than two (2) years.**

16.3.4. A director may hold office of the Board for a period of more than two (2) years, if so voted at an AGM by the members.

16.4. Term

16.4.1. Directors of the Board shall hold office for **two (2) years** which may be renewed at the AGM. If for any reason the AGM or the election of a Board of Directors is delayed, the incumbents shall continue in office until their successors are elected.

16.5. Election of Board of Directors

16.5.1. The Directors shall be elected by the members at the AGM.

16.5.2. Each Ordinary and Professional member in good financial

standing may cast one (1) vote by way of show of hands, or by secret ballot, or by electronic means, as the meeting may decide.

16.5.3. An Honorary Member elected at an AGM to serve as a director, shall not be entitled to vote but may sit in meetings of the Board as an artistic adviser to provide guidance and advice to the Board and its members in fulfilling its objectives.

16.5.4. The candidate receiving the highest number of votes cast for the specific office on the Board or a Directorship shall be declared so elected.

16.5.5. A member not present in person at the meeting may be nominated and elected to the Board, if they have provided the Board with a consent to being elected to the office for which they are nominated.

16.5.6. Results of the election of the Board of Directors are to be communicated to all members as soon as practicable preferably at time of AGM or within three (3) days of the AGM.

16.6. Resignation

16.6.1. Any Director may resign at any time by delivering their notice in writing or by electronic transmission to the Board, such resignation to specify whether it will be effective at a particular time, upon receipt by the Board or at the pleasure of the Board. If no such specification is made, it shall be deemed effective at the pleasure of the Board.

16.7. Removal

16.7.1. Subject to the Act or any applicable legal limitations, any director may be removed from office at any time with or without cause by a majority vote of all members in good financial standing entitled to vote.

16.8. Vacation of Office of Director

16.8.1. The Office of Director shall be automatically vacated if the director:

a) resigns; or

- b)** dies; or
- c)** is declared of unsound mind; or
- d)** is terminally ill, or
- e)** is declared bankrupt or has a receiving order made against them; or
- f)** is suspended or expelled as a member of the company.

16.8.2. The office of a director may become vacant if the Director fails to attend **five (5) consecutive meetings of the Board** and the Board resolves that the office be vacated.

16.9. Filling Vacancies

16.9.1. The Board may fill any vacancy of President, Vice President, Company Secretary, Treasurer, Assistant Secretary, Assistant Treasurer, Honorary Member, or otherwise, which occurs between one AGM and another. The vacant office may be filled from the directors on the board by the majority vote of all remaining Board members or by a Special meeting of its members.

16.9.2. To enable filling vacancies between one AGM and another any one person may hold any number of offices of the Company at any one time unless specifically prohibited therefrom by law, but shall only be entitled to cast one (1) vote on matters/issues that arise.

16.9.3. If a seat of any other director becomes vacant it may remain vacant and be filled at the next AGM. If so many seats on the board are vacated that the board falls below the required minimum number of directors the board shall call a Special meeting to hold elections to fill vacancies.

16.10. Validity of Acts of the Board of Directors

16.10.1. All acts done at a meeting of the Directors, or by a person acting as an Officer or Director are valid even if it is afterwards discovered that there was some defect in the appointment, election or qualification of any of them or that any of them were disqualified or had vacated office.

14.11. Conflict of Interest

14.11.1. Whenever a director or officer has a financial or personal interest in any matter coming before the board of directors, the affected person shall a) fully disclose the nature of the interest and b) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the company to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

17. MEETINGS OF DIRECTORS

17.1. Frequency of meetings

17.1.1. The Board of Directors shall meet **at least 2 (two) times in a given year.**

17.2. Calling of Board Meetings

17.2.1. The Secretary, when directed by the Board, the President, or by any two (2) Directors, shall call a meeting of the Board.

17.3. Notice of Board Meetings

17.3.1. Seven (7) days notice of the date, time and place of each meeting of the board shall be given to each Director. A Director may waive notice of or otherwise consent to a meeting of the Board.

17.4. Place of meeting

17.4.1. Meetings may be held at such place, either within or without the Cooperative Republic of Guyana, as may be determined from time to time by the Board. The Board may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held virtually.

17.5. Virtual meetings

17.5.1. Board Members may participate in any meeting by means of conference telephone, videoconferencing, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in this manner shall constitute presence in person at such meeting.

17.6. Chairing of Meetings

- 17.6.1.** The President shall Chair the meetings of the board, and in their absence the Vice President, or in both their absences, a Director identified by those present shall Chair the meeting.

17.7. Quorum

- 17.7.1.** The quorum for a Board Meeting is **five (5) members**, one of whom must be President, Vice President or Secretary. The full powers of the Board may be exercised at a meeting at which a quorum is present.

17.8. Voting

- 17.8.1.** Voting on any matter may be by way of show of hands, or secret ballot, or electronic vote, or as determined at the meeting. Questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes, the Chairperson of the meeting shall have a second or casting vote.

17.9. Resolution in Writing

- 17.9.1.** A resolution in writing signed by all the Board members is as valid as if it has been passed at a board meeting.

17.10. Adjournment

- 17.10.1.** The Chairperson may with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place.
- 17.10.2.** No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

17.11. Notice of Adjourned Board Meeting

- 17.11.1.** Notice of an adjourned meeting of the Board is not required if the time and place of the adjourned meeting is announced at the original meeting.

17.12. Record keeping

- 17.12.1.** The Secretary, Assistant Secretary or anyone at the meeting designated by the meeting shall take and keep the minutes of the meeting.

17.12.2. No member shall make an electronic record of the meeting without notice to all present.

18. COMMITTEES

- 18.1.** The Board shall designate **one or more Committees** consisting of at least **one (1) the Director** who shall be responsible for that Committee, together with **at least three (3) members** of the company.
- 18.2.** The Board may may establishment such Committees at the AGM or as needed so as to meet the objectives of the company.
- 18.3.** The Committees shall include, but is not limited to, **Committees for Programming, Classical Music Education, Opera and Performing Arts, Membership, Sponsorship and Fundraising, Audio and Video Recording and Public Relations.** Each Director(s) responsible for each Committee shall provide Reports to the Board during its scheduled regular/ordinary/statutory meetings or special meetings.
- 18.4.** The Board by resolution may change the membership of any Committee at any time and fill vacancies on any of those committees.
- 18.5.** A majority of the members of any Committee will constitute a quorum for the transaction of business by that committee.
- 18.6.** Any decision taken by a committee must be ratified by the Board before or as soon as practicable after it is being implemented.

SECTION THREE **FINANCIAL MATTERS**

19. Financial Year

- 19.1.** The financial year of the Company is **1st January to 31st December** or as otherwise determined by the Board.

20. Appointment of Auditor

- 20.1.** Subject to the Act, the Company shall at AGM appoint Auditors to hold office for such period as the members may determine. Whenever there are no Auditors appointed as aforesaid or a vacancy occurs in the office of the Auditors, the Board of Directors may appoint Auditors to hold office for such

period as the Board may determine subject to earlier removal from office by the Company in general meeting.

21. Execution of Cheques, Drafts, and Contracts:

21.1. The Board of Directors shall determine who shall be authorized from time to time on the Company's behalf to sign cheques, drafts, or other orders for payment of money; to sign acceptances, notes, or other instruments of indebtedness; to enter into contracts; or to execute and deliver other documents and instruments.

22. Accounting Records

22.1. The directors must keep accounting records as required by the Act. The accounting records shall be kept at the registered office of the Company, or such other place as the Board determines and shall always be open to inspection by Directors and members.

23. Annual Financial Statements:

23.1. The directors must prepare for each financial year accounts as required by the Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Institute of Chartered Accountants of Guyana or its successors.

23.2. The accounts must be laid before the company at the AGM.

SECTION FOUR

PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

24. Indemnity

24.1. The company shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, or employee of the company against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which they may become involved by reason of their service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which they shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the company; and further

provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

25. Submission of Contracts, Acts or Transactions to Members for Approval

25.1. The Board in its discretion may submit any contract, act or transaction for approval, ratification or confirmation at any meeting of the members called for the purpose of considering the same and, except as otherwise provided by the Act, the articles or by-laws, any contract, act or transaction that shall be approved, ratified or confirmed by a resolution passed by a majority of the votes cast at any such meeting shall be as valid and as binding upon the Company and upon all the members as though it has been approved, ratified or confirmed by every member of the Company.

25.2. If any Director or Officer of the Company shall be employed by or shall perform services for the Company otherwise than as a Director or Officer or shall be a member of a firm or a member, director or officer of a Company which is employed by or performs services for the Company, the fact of their being a Director or Officer of the Company shall not dis-entitle such Director or Officer or such firm or Company, as the case may be, from receiving proper remuneration for such services.

SECTION FIVE

NOTICES

26. Method of Giving Notices

26.1. Any notice (which term includes any communication or document) to be given (which term includes sent, delivered or served) pursuant to the Act or these By-Laws or otherwise to a member, director, officer, auditor or member of a committee of the Board may be delivered personally or sent by prepaid post or electronically to such party at their latest address as shown in the records of the Company, and shall be deemed:

- a)** In the case of delivery to such party to have been duly given when the same is personally delivered to the party if an individual or to an officer of the party if the party is a company; or

- b)** If sent by prepaid post to have been duly received at the time it would be delivered in the ordinary course of mail.
- c)** If sent electronically it would be deemed be received when sent.

27. Signature to Notices

27.1. The signature of any Director or Officer of the Company to any notice or document to be given by the Company may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed, or be an e-signature.

28. Proof of Service

28.1. The President, the Secretary or of any other officer of the Company in the office at the time of sending a notice, may certify that the facts in relation to the mailing or other delivery method of any notice or other document to any member, director, officer or auditor or publication of any notice or other document, are accurate and that certification shall be conclusive evidence thereof and shall be binding on every member, director, officer or auditor of the Company as the case may be.

29. Computation of Time

29.1. In computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, both the date of giving the notice and the date of the meeting or other event shall be excluded.

30. Undelivered Notices

30.1. If any notice given to a member is returned, the Company shall not be required to give any further notices to that member unless and until that member informs the Company in writing of their current address.

31. Omissions and Errors

31.1. Subject to the Act, the accidental omission to give any notice to any member, director, officer, auditor or member of a committee, or the non-receipt of any notice by any such person, or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice.

32. Waiver of Notice

- 32.1.** Any member or director, officer, auditor or committee member may at any time waive any notice, or waive or abridge the time for any notice, required to be given them by the Act the Articles of Incorporation or these By-Laws. The waiver or abridgement shall be in writing except a waiver of notice of a meeting of members or of the board or of a committee, which may be given in any manner.

SECTION SIX

DISSOLUTION OF COMPANY

33. Dissolution

- 33.1.** The members may resolve by special resolution to wind up the company.

34. Distribution of Property upon Winding Up

- 34.1.** The net assets of the company after all its debts and liabilities have been paid, shall on or before the dissolution of the company be applied or transferred by the directors in any of the following ways:
- a)** directly for the Objects; or
 - b)** by transfer to any charity or charities for purposes similar to the Objects; or
 - c)** to any charity or charities for use for particular purposes that fall within the Objects.

SECTION SEVEN

CODE OF CONDUCT AND ETHICS

35. Code of Conduct and Ethics

- 35.1.** Every director, officer, member, employee, volunteer, contractor, and representative of the company shall:
- 35.1.1.** Uphold the aims, objectives, values and reputation of the company,
 - 35.1.2.** Conduct themselves honestly, respectfully, professionally and in good faith when participating in the affairs, programmes or activities of the company,
 - 35.1.3.** Treat members, performers, students, employees, volunteers, patrons, sponsors, guests, and members of public with dignity and respect,

- 35.1.4.** Refrain from conduct that is discriminatory, threatening, abusive, violent, exploitive, dishonest, otherwise prejudicial to the interests or reputation of the company,
- 35.1.5.** Comply with the by-laws and with any policies, procedures or codes adopted by the Board,
- 35.1.6.** Protect the property, funds, confidential information, and intellectual property of the company,
- 35.1.7.** No person acting for or on behalf of the company shall use their position, access to information, influence or authority for improper personal benefit, or for the improper benefit of any other person,
- 35.1.8.** The board may adopt and amend a Code of Conduct and Ethics consistent with these by-laws and may in accordance with the provisions of these by-laws apply any disciplinary provision such as suspension or expulsion, or otherwise as deemed fit and necessary any person found in breach.

SECTION EIGHT

EQUALITY, DIVERSITY AND NON-DISCRIMINATION

36. Equality, Diversity and Non-Discrimination

- 36.1.** The Company shall not unlawfully discriminate against any person on the ground of race, ethnicity, nationality, national origin, colour, sex, gender, age, religion, disability, marital or family status, political opinion, socioeconomic status or any other status protected by law.
- 36.2.** The Company shall seek to promote:
 - 36.2.1.** Equitable access to classical music, opera and music education,
 - 36.2.2.** Meaningful participation of Guyanese and European artists, educators and cultural institutions,
 - 36.2.3.** Provide opportunities for young persons and persons from underserved communities,
 - 36.2.4.** Respect for the cultural traditions, identities and artistic contributions of all participants.
- 36.3.** The promotion of European classical music and opera shall not be interpreted as excluding or diminishing Guyanese, Caribbean or other musical traditions or cultures. The Company may encourage artistic collaboration and dialogue between European classical traditions and Guyanese and Caribbean cultural expressions.

SECTION NINE

SAFEGUARDS OF CHILDREN AND VULNERABLE PERSONS

37. Safeguards of Children and Vulnerable Persons

- 37.1.** The Company shall take reasonable measures to protect children and vulnerable persons participating in its programmes, rehearsals, performances, workshops, educational activities, travel or other events.
- 37.2.** The Board shall maintain appropriate safeguarding measures for the nature of the company's activities for children and vulnerable persons, which shall provide for, but not limited to the following:
- 37.2.1.** Appropriate screening and selection of persons working directly with children and vulnerable persons,
 - 37.2.2.** Appropriate supervision at rehearsals, performances, educational programmes, travel and overnight activities,
 - 37.2.3.** Procedures for obtaining consent from a parent, guardian or other lawful representative of a child or vulnerable person,
 - 37.2.4.** Procedures for receiving, recording and responding to safeguarding concerns or allegations for the protection of privacy rights of the child or vulnerable person,
 - 37.2.5.** Confidentiality and the proper handling of sensitive personal information,
 - 37.2.6.** Referral or reporting promptly to the competent authorities where required by law or reasonably necessary for the protection of a child or vulnerable person.

SECTION TEN

INTELLECTUAL PROPERTY, RECORDINGS AND MEDIA

38. Intellectual Property, Recordings and Media

- 38.1.** The Company shall respect the intellectual property and related rights of composers, arrangers, authors, performers, conductors, designers, photographers, videographers, producers, publishers and other rights holders.
- 38.2.** The Company shall take reasonable steps to obtain any permission, licence, release or consent required for:
- 38.2.1.** The public performance of protected musical dramatic, literary or artistic work,
 - 38.2.2.** The adaptation, arrangement, translations or reproduction of such works,
 - 38.2.3.** The recording, filming, livestreaming, broadcasting, or other communication of performances,
 - 38.2.4.** The reproduction or distribution of programmes, scores, scripts,

photographs, recordings, or promotional materials,

38.2.5. The commercial or non-commercial use of a performer's name, image, voice, biography or likeness.

38.3. Unless otherwise agreed in writing, intellectual property created independently by a member, performer, composer, arranger, artist, or contractor, shall remain the property of that creator or other lawful rights holder.

38.4. Where any work, arrangement, recording, publication, design, photograph, video or other material is commissioned or produced by or for the company, the ownership and permitted use of that material shall be determined by a written agreement between the company and the relevant creator or rights holder.

38.5. A person participating in a company performance or programme may be required to sign a written performance, recording, photography or media release before participating.

38.6. No person shall record, reproduce, livestream or broadcast or commercially exploit a performance, rehearsal, programme, or other activity of the Company without the prior authorization of the Board.

38.7. The Company may use authorized photographs, video recordings, audio recordings, and other media for archival, educational, promotional, fundraising and historical purposes, subject to such disclosure and/or disclaimers as not being the legal rights holder and subject to any applicable law or agreement governing their use.

SECTION ELEVEN

CONFIDENTIALITY, PRIVACY AND DATA PROTECTION

39. Confidentiality, Privacy and Data Protection

39.1. The Company shall collect, use, retain, disclose and otherwise process personal information only for lawful purposes connected with its administration, membership, programmes, events, fundraising, communications, legal obligations and objectives.

39.2. The Company shall take reasonable measures to protect personal information against unauthorized access, loss, misuse, alteration, disclosure or destruction.

39.3. Personal information shall be accessible to persons who reasonably require access for an authorized purpose.

39.4. The Company may maintain information relating to:

39.4.1. Members, and applicants for membership,

39.4.2. Directors, officers, employees, contractors, volunteers,

39.4.3. Performers, students, scholarship applicants, programme participants,

39.4.4. Donors, sponsors, patrons, ticket purchasers and event

attendees,

39.4.5. Any other person having dealings with the company.

39.5. Sensitive personal information, including information concerning children, health, disability, financial circumstances or safeguarding matters shall be handled with particular care and disclosed only where lawfully authorized and reasonably necessary.

SECTION TWELVE

INTERPRETATION

40. Definitions

40.1. In these by-laws and all other by-laws of the Company, unless the context otherwise requires:

“Act” means the Companies Act, Chapter 89:01 of the Laws of Guyana, as the same may be amended, repealed or superseded from time to time;

“appoint” includes “elect” and vice versa;

“articles” mean the Articles of Incorporation of the Company, as amended from time to time;

“Board” means the Board of Directors of the Company as constituted from time to time, and “Director” means a member of the Board of Directors.

“By-laws’ mean these by-laws as amended and supplemented from time to time;

“Court” means the High Court of the Supreme Court of Judicature.

“non-business day” means Saturday, Sunday and any other day that is a public holiday in Guyana;

“Company” means “The Euro-Guyanese Classical Music and Opera Association Inc.”

“recorded address” means, in the case of a member, their address as recorded in the register of members and in the case of a director, officer, auditor, or member of a committee of the board of directors, their latest address as recorded in the records of the company;

“signing officer” means, in relation to any instrument, any person authorized to sign the same on behalf of the company or by a resolution passed pursuant thereto;

“Seal” means the common seal of the Company;

“Secretary” means the Company Secretary.

- 40.2.** All terms contained in the by-laws, and which are not defined herein but are defined in the Act, shall have the meanings given to such terms in the Act;
- 40.3.** The singular shall include the plural and the plural shall include the singular and the word “person” shall include individuals, bodies corporate, corporations, companies, partnerships, syndicates, trusts, unincorporated organizations and any other number of aggregate persons.

SECTION THIRTEEN
ADOPTION OF AMENDMENTS

- 41. Amending the Articles of Incorporation or By-Laws**
 - 41.1.** The Articles may be amended by a **two thirds majority** of all members at any general or special meeting of the Board of Directors, provided that **twenty-one (21) days written notice** of the proposed amendment of the Articles setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member (except student members) in the manner provided for the giving of notice of meetings.
- 42. Adoption the By-Laws**
 - 42.1.** We, the undersigned, are first members and first directors of this Company, and we consent to and adopt these Bylaws, as the Bylaws of this company.

.....
COMPANY SECRETARY

Dated at Georgetown, Demerara.
This.....day of July, 2026.

