MEMORANDUM OF INCORPORATION & CONSTITUTION OF THE
United States Precision Rifle Association
Updated October 3, 2023 v1

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PREAMBLE
Sport is an integral part of the culture of the people of the United States, and promotes; a healthy lifestyle and skills development, and plays an important role in the promotion of unity, equality and the
upliftment of our society.
Practical Precision Rifle sport has been defined internationally by;
• Precision Rifle Series (USA, AUS, RSA, FRA, ESP, NAM)
• Competition Dynamics (USA)
• Viking Rifle Series (NOR, SWE, DEN, FIN)
• Precision Rifle League (UK)
• Ukrainian Marksman Series (UKR)
• National Rifle League (USA)
• Czech GTac (CZE)
• Precision Rifle Sport (IRE)

1. CONSTITUTION, NAME AND CORPORATE PERSONALITY

1.1. This is the Constitution of the body known as the "United States Precision Rifle Association".

1.2. The United States Precision Rifle Association shall be a Non-Profit Company, having a corporate identity separate from that of its Members and is entitled to own property, whether movable or immovable or otherwise, and is entitled to sue and to be sued in its own name and, notwithstanding any change in the composition of its Members from time to time, shall have perpetual succession.

1.3. The provisions of this Constitution are founded upon and shall be implemented and administered in the recognition of human dignity, equality and the advancement of human rights and freedoms, non-racialism, non-sexism and the right of freedom of Association and the supremacy of the Constitution of the Unites States of America, the rule of law and good corporate governance.

2. AFFILIATION

2.1. The United States Precision Rifle Association is a member of;

2.1.1. the International Precision Rifle Federation (IPRF).

2.1.2. The Precision Rifle Series (PRS).

3. INTERPRETATION
In the interpretation of the Memorandum of Incorporation and unless contrary to or excluded by the

subject or the context.

3.1. words signifying the singular number shall include the plural and vice versa;

3.2. words signifying the masculine shall include the feminine and visa versa;

3.3. the headings of the marginal notes of the Constitution are for reference purposes only and shall not be taken into account in construing these presents;

3.4. each term, power or authority therein shall be given the widest possible interpretation;

3.5. In the event of any doubt as to the meaning of any of the provisions of this Constitution or Policy Documents, the interpretation placed thereon by the Executive Council shall be final and binding upon all members of the Association, provided that this clause shall not apply should a matter be referred to Arbitration.

3.6. the following words and expressions shall have the following meanings:

Administrative Officer: An appointed individual who shall be responsible for all the administrative work of the Association, thereby enabling the Association to fulfill its function in accordance with this Constitution.

Arbitration: The settling of disputes by an impartial third party.

Auditor: An auditor registered under the Sarbanes-Oxley Act of 2002 (or any applicable replacement legislation).

Code of Conduct: The acceptable standard of behavior expected of a member.

Doping: The use of any prohibited substance intended to enhance performance or mask such use.

Due Notice: The timing of notification as determined by the relevant sections of this Constitution relating to the specific purpose of the notification.

IPRF: The International Precision Rifle Federation.

Executive Committee or ExCo: The National Executive Committee of the United States Precision Rifle Association.

Member: All members affiliated to the United States Precision Rifle Association.

Member in Good Standing: Any member who is fully paid up in terms of this Constitution, and is not under suspension or disciplinary action by the Association.

National Association: The National Association constituted by this Constitution.

Notification: Any notification in writing, which is delivered by hand, post, fax or electronically.

Policy Document: A record of a principle as determined by the Executive Council from time to time.

PRS: The Precision Rifle Series

Residency: Competitors shall have been normally resident within the United States for a period of twelve consecutive months or more, immediately preceding the date of the Championship, and shall be members of the USPRA which they are representing at the closing date of entries.

Selection: The selection of members to a team to represent the USPRA in any Precision Rifle Shooting event: Whether as an individual or as part of a team; and whether inside or outside the United States.

Selection Committee: Centerfire or Rimfire National Selectors.

Voting Member: Member in Good Standing who is either on the Executive Committee or who was selected to represent the USPRA and competed in the IPRF World Championship in the previous five (5) calendar years from the date of any vote. Voting Members will either be Centerfire Voting Members or Rimfire voting members, depending on which relevant World Championship they competed in.

USPRA: The United States Precision Rifle Association

4. OFFICIAL LANGUAGE
The official language of the USPRA will be English.

5. REGISTERED OFFICE OF USPRA
The registered address and domicilium citandi et executandi of the USPRA shall be determined from time to time and specified in the minutes of the National Association meetings.

6. JURISDICTION OF USPRA

6.1. The area of jurisdiction of the USPRA shall be the United States of America.

7. MISSION
It is the mission of USPRA to promote the competitive sport of Practical Precision Rifle to persons in
the United States, through development, participation and the striving for excellence in achievement within the competitive United States National Sports Structure.

8. VISION
The vision of USPRA is:
• To achieve the involvement of as many athletes, including previously disadvantaged and disabled, as possible in the sport of Practical Precision Rifle within the United States.

• To develop competitors from grass roots through to medal winning at international competitions in the sport of Practical Precision Rifle.
• To assist all stakeholders to achieve maximum enjoyment and achievement from the sport of Practical Precision Rifle, irrespective of level of participation.

9. PRINCIPLES
In working and striving to achieve this mission, the following principles apply:

10.1. the fundamental right and freedom of individuals and groups to participate in sport of their choice, including shooting sports;

10.2. the opportunity for participation in Practical Precision Rifle shall be made available to all athletes who have the ability to participate in this sport;

10.3. the equality of opportunities in the sport of Practical Precision Rifle regardless of race, color, creed or gender;

10.4. the acceptance of the involvement of the parents, teachers, pupils, education authorities, private sector, sport bodies, schools and individuals in the sport of Practical Precision Rifle;

10.5. the promotion of the sport of Practical Precision Rifle in all of the United States;

10.6. Principles include: integrity; inclusivity; excellence; respect; fair play; quality delivery; professionalism; ethics; accessibility; capacity development and social cohesion, including norms and values as enshrined in the constitution of the United States of America.

10. GOVERNANCE OF USPRA

10.1. The following constitutes the overall governance structures and systems of USPRA and are the key principles and values underpinning the governance of USPRA:

10.1.1. To operate in a transparent and accountable manner.

10.1.2. To be legally compliant and implement good governance principles and practices.

10.1.3. To promote, support and uphold fairness and rule of healthy competition.

10.1.4. To contribute to transformation and the development of the sport in terms of government requirement.

10.1.5. To prevent “conflict of interest” as far as possible by excluding committee members from taking part in decisions in which they might gain financial benefit or any other benefit.

11. MAIN OBJECTIVES

11.1. The objectives of the Association in general are to; promote, organize and support Practical Precision Rifle sport in the United States and in particular, without restricting the generality of this clause to:

11.1.1. Organize/Select National level matches and such International Competitions from time to time, as determined by the National Association.

11.1.2. Keep a register of all members.

11.1.3. Appoint persons in honorary capacities for such periods as may be decided upon by the Executive Council from time to time.

11.1.4. Appoint employees for such periods and at such remuneration as may be decided upon by the Executive Council.

11.1.5. Facilitate the resolution of disputes which may arise between Members.

11.1.6. Select Members to take part in International Precision Rifle Federation Competitions and/or compete against members of other countries whether within or outside the United States of America, and to assist such Members in such manner as the National Association may decide.

11.1.7. Acquire, hire or lease moveable and/or immovable property if necessary for the promotion of the objectives of the Association.

11.1.8. Raise funds by membership fees, levies or otherwise for the furtherance of the

objectives of the Association.

11.1.9. Apply the funds of the Association to the promotion of the affairs of the Association exclusively, as set out in this Constitution.

11.1.10. Do such other things in furtherance of the sport of Practical Precision Rifle as

approved by the National Association.

11.1.11. Institute general policies in the form of Policy Documents, as amended by the

National Council from time to time, at any annual National Association Meeting.

12. RULES OF THE ASSOCIATION

12.1. The Association and its members shall subscribe to, support and endorse the Code of Conduct as detailed in a Policy document.

12.2. The current USPRA rules governing the sport of Practical Precision Rifle shall apply.

12.2.1. Amendments to the USPRA rules may only be proposed to USPRA by the National Association.

12.3. The Executive Committee shall, on request, make available copies of the current USPRA rules and/or Code of Conduct as relates to this Constitution, to members, either by means of the Association’s webpage, or on payment of such fee as the National Association may from time to time determine.

12.4. The Association has the authority to enforce members to abide by the Rules of the Association.

12.5. Any Member in breach of the Rules of the Association may be subject to disciplinary action, including but not limited to:

12.5.1. Breach of relevant Policy Documents; or

12.5.2. Actual or implied threat of legal action prior to Dispute Resolution and/or Arbitration.

13. MEMBERSHIP
USPRA shall maintain a register of Members as provided in terms of the Act. The register of members shall be open to inspection, as provided in terms of the Act, and subject to legislation protecting the identity of Members.

13.1. All members shall apply for membership on such forms as are prescribed by the National Association.

13.2. The applicant must have correctly completed and delivered an application for membership to USPRA.

13.3. The applicant must have paid all the required fees to USPRA.

13.4. Annual membership shall be from the first day of January in any one year until the last day of December of same year.

13.5. MEMBERSHIP TYPES
Members of USPRA shall be in the form of the following categories:

13.5.1. NATURAL MEMBERS

13.5.1.1. Any person wishing to join USPRA as a competing member may, subject to the terms of this Constitution, do so;

13.5.1.1.1. Any person wishing to join USPRA as a non-competing member may, subject to the terms of this Constitution, do so.

13.5.1.2. SENIOR COMPETING MEMBERS

13.5.1.2.1. The National Association may grant such membership to natural persons that are 55 years old and over.

13.5.1.3. ADULT COMPETING MEMBERS

13.5.1.3.1. The National Association may grant such membership to natural persons that are 18 years old and over.

13.5.1.4. JUNIOR COMPETING MEMBERS

13.5.1.4.1. The National Association may grant such membership to natural persons that are 10 years old and over, and under 18 years old.

13.5.1.4.1.1. Junior Members under the age of 13 may only;

13.5.1.4.1.1.1. compete under the direct supervision of their Custodian Member.

13.5.1.4.1.1.2. enter 22LR matches.

13.5.1.4.2. No persons under the age of 18 years will be eligible to be a Junior Member unless their legal custodian is a Custodian Member who is granted such membership by the Council.

13.5.1.5. CUSTODIAN MEMBERS

13.5.1.5.1. The National Association may grant such Custodian Membership to natural persons that are 18 years old and over.

13.5.1.5.2. Custodian Members may also be a Senior/Adult Competing or Noncompeting Members.

13.5.1.5.3. Such Custodian Membership will at all times be bound by this constitution on behalf of such Junior Member; in particular, without limitation;

13.5.1.5.3.1. Such Custodian Membership will at all times be responsible for the payment of membership fees of such Junior Member.

13.5.1.5.3.2. Such Custodian Membership is fully responsible for such Junior Member and acts on their behalf in all matters relating to the USPRA.

13.5.1.5.4. Custodians/Guardians of Junior Members who are not Senior/Adult Competing or Non-Competing Members may become a Custodian Members, subject to the following:

13.5.1.5.4.1. No additional membership subscription, entry levies, or other levies are payable. If the status of membership changes to any other form of membership, the rules applicable to such form of membership apply (including in respect of payment of entrance fees and annual subscriptions).

13.5.1.5.4.2. Custodian members are entitled serve on any committee of the

USPRA and vote (when entitled), provided that a person who is a custodian member in relation to more than one child or junior member will only have one vote including any other vote of such custodian member; provided further that there will only be such a vote where the junior member would have had a vote if they were an ordinary membership.

13.5.1.5.4.3. Custodian Membership of a Junior Member will cease as soon the junior member reaches 18 years old

13.5.1.6. NON-COMPETING MEMBERS

13.5.1.6.1. The National Association may grant such membership to natural persons that are 18 years old and over.

13.5.1.7. HONORARY MEMBERS

13.5.1.7.1. The National Association may grant Honorary Membership to such natural persons as it sees fit, subject to the following:

13.5.1.7.1.1. Such membership will be for such periods as the National Association determines.

13.5.1.7.1.2. Such membership may only be granted to persons who have conferred exceptional benefit on the USPRA and who otherwise qualify for membership of the USPRA.

13.5.1.7.2. No membership subscription, entry levies, or any other levies shall be required to be payable by Honorary Members.

13.5.1.7.3. Honorary members shall be entitled to be present at and to participate in the deliberations of all Association meetings of USPRA but shall not entitle them to vote thereat.

13.5.1.8. TEMPORARY MEMBERS

13.5.1.8.1. The National Association may grant Temporary Membership to such persons as it sees fit, subject to the following:

13.5.1.8.1.1.1. Such membership will be for such limited periods (not exceeding an aggregate of 30 days in any membership year in respect of any person).

13.5.1.8.1.1.2. Temporary members will not have the right to attend or vote at any meeting of USPRA or to serve on any committee of USPRA.

13.6. RESIGNATION/TERMINATION OF MEMBERS

13.6.1. Members may resign by giving written notice but shall not thereby be released from any of their due liabilities to USPRA.

13.6.2. The National Association, stating a good reason, has the right to;

13.6.2.1. refuse an application for membership.

13.6.2.2. repeal any new membership up to ninety (90) days after application.

13.6.3. The National Association, stating a good reason, may:

13.6.3.1. Decline to renew membership.

13.6.3.2. Remove or suspend any member from the list of members, provided that such removal or suspension is the recommended sanction arising from a Disciplinary Process as set out in the USPRA Judicial Code.

13.6.3.3. Take any such other disciplinary action against a member as they may deem fit as provided for within the USPRA Disciplinary Code.

13.6.3.4. Any Member whose Membership has been terminated or whose Affiliation/Membership has been suspended has no claim against USPRA for reimbursement of any membership fees paid, or any other financial remuneration.

13.7. MEMBERSHIP FEES

13.7.1. USPRA may charge a joining / registration fee for new members joining USPRA.

13.7.2. The following annual fees shall be payable:

13.7.2.1. An annual membership fee.

13.7.3. USPRA may charge an entry levy on IPRF sanctioned matches.

13.7.4. The membership, joining fee and entry levies of USPRA shall be determined on

an annual basis by the Executive Council.

13.7.5. The membership and entry fees shall not increase by more than 10% from the

preceding years fees, unless voted in agreement by the Members present at the National Annual General Meeting entitled to vote.

13.7.6. The liability of the Members for debts incurred by USPRA shall be limited to the

amount of their unpaid membership fees.

13.8. RIGHTS AND BENEFITS OF MEMBERSHIP

13.8.1. Each Member shall be entitled to such rights and privileges in regard to participation in the activities of USPRA as prescribed in this Constitution and/or the Rules and Regulations.

13.8.2. No Member shall have any right, title or interest to USPRA’s property, or income, except as reasonable compensation for services rendered on behalf of the Association.

13.8.3. Should a Member not renew his membership within three (3) months of the end

of the Financial Year, his membership to USPRA shall be deemed to have been forfeited as if the said member had resigned.

13.8.4. On cessation of Membership, a Member forfeits all rights to USPRA.

13.9. BAD STANDING

13.9.1. A member is in bad standing if he/she is:

13.9.1.1. in arrears with any joining fee, annual subscription, or entry fee payable to USPRA and is so in arrear for a period of at least 60 days;

13.9.1.2. in arrears with any fine owing to USPRA pursuant to disciplinary proceedings, or any spot fine issued and is so in arrear for a period of at least 30 days;

13.9.1.3. in arrear with any other amount owing to USPRA and is so in arrear for a period of at least 60 days.

13.9.2. USPRA shall issue a notice to any member it considers to be in bad standing as a result of any arrears as set out in section 13.6.1 giving the member 21 days to rectify the matter giving rise to such bad standing before any sanction or consequence of such bad standing shall come into effect

13.9.3. Without prejudice to the rights and remedies of USPRA, the consequences of a member being in bad standing are as follows:

13.9.3.1. The member in bad standing may not exercise any right or privilege of membership (including, but not limited to, voting rights, rights to attend general meetings of USPRA, rights to serve on committees, rights to compete, rights to attend matches, rights to organize or run matches, and rights to form part of any team of USPRA) while the member is in bad standing.

13.9.3.2. A member in bad standing shall forthwith and automatically cease to serve on any committee of USPRA as if he/she had resigned from such committee and will not be eligible for election to any committee of USPRA for at least 3 (three) years after such member has ceased to be in bad standing.

13.9.3.3. If the member in bad standing is:

13.9.3.3.1. a Custodian of a Junior Member, then any Junior Member in relation to whom such member is their Custodian is deemed to be in bad standing for as long as the Custodian is in bad standing. The Custodian in bad standing may not be substituted with another Member for as long as the first mentioned Custodian is in bad standing.

14. POWERS OF USPRA TO CARRY OUT ITS OBJECTIVES
USPRA shall have all such powers and authorities as shall be necessary or desirable or conducive of
achieving any and all of the objects of USPRA. These powers and authorities shall be exercised by
the USPRA National Association and any duly constituted subcommittees in accordance with and subject to the provisions of this Constitution.
Without in any way limiting the generality of the afore-going, the powers and authorities of USPRA shall include those set out in Clauses;

14.1. To acquire by purchase, exchange, hire, sub-lease, donation or otherwise movable and/or immovable property of any kind.

14.2. To sell, let, mortgage, dispose of, give in exchange, turn to account or otherwise deal with all or any part of the property or rights of USPRA.

14.3. To enter into contracts of any and all kinds necessary to carry out, give effect to or secure the objectives of USPRA.

14.4. From time to time, in accordance with sound business and financial principles to invest the funds of USPRA in such property or assets or other security as may be deemed advisable.

14.5. To employ, suspend or dismiss and remunerate employees, professional assistants and experts.

14.6. To arrange allowances, gratuities and bonuses to employees or ex-employees of USPRA, or the dependents of such persons, and to support or subscribe or make donations to any charities or other institutions, clubs, societies and funds.

14.7. To regulate relations between its Members as well as between Members and USPRA.

14.8. To invite the patronage of any person or persons as it may consider advisable.

14.9. To insure against losses, damage, risk and liability of all kinds.

14.10. To draw, make, accept, endorse, execute, negotiate and issue cheques, promissory notes, bills of exchange, warrants and other negotiable or transferable instruments.

14.11. To institute, conduct, defend, compound or abandon any legal proceedings by and against USPRA or its officers or otherwise concerning the affairs of USPRA, or the action of its Members, and also compound and allow time for payment or satisfaction of any debts due or any claims or demands made by or against USPRA.

14.12. To raise money whether by subscription or levies which are to be paid to USPRA each year from its Members, and or any other Federations, Associations or Organizations which are affiliated directly or indirectly to USPRA, as well as to obtain funding from any other source, and to recover by legal process monies due by any of the above.

14.13. To contribute or subscribe to bodies with aims similar to the aims of USPRA, and invest monies upon such security and in such manner as it may from time to time determine.

14.14. To borrow and guarantee or otherwise secure the repayment of money in such manner and in such terms as it may think fit.

14.15. To impose fines, to suspend for a period of time, to ban and/or implement any other disciplinary measures on its Members or former Members connected or concerned with USPRA arising out of or connected with any contravention or breach of the provisions of this Constitution or any rule, by-law or regulation passed by USPRA Association and recover by legal action or otherwise such fines or compulsory contributions or damages from its Members or former Members. Without in any way limiting the generality of the aforegoing, USPRA shall have the power to suspend or ban any USPRA Member from participating in any championship or event.

14.16. To take all such action as may be required or necessary to enforce fully and effectively all obligations of whatsoever nature and howsoever arising which may be owed to USPRA by its Members, former Members or any other persons or body.

15. MEETINGS

15.1. Unless stated otherwise within specific clauses of this constitution, the following policies regarding Meetings of USPRA will apply.

15.2. In the case of National Association Meetings;

15.2.1. Members include only the Voting Members of the USPRA

15.2.2. Officers include only the members of the Executive Council

15.3. An acceptable method of meetings shall be;

15.3.1. in person, or

15.3.2. via telephonic conference, or

15.3.3. via video conference.

15.5. NOTIFICATION OF MEETINGS

15.5.1. Notification of all Meetings shall;

15.5.1.1. be in writing,

15.5.1.2. state the reason for the meeting,

15.5.1.3. state the date, time and venue of the Meeting,

15.5.1.4. incorporate an applicable agenda.

15.5.2. AGM & SGM MEETING NOTICES

15.5.2.1. Preliminary Notice of General Meetings shall be distributed in writing to the Members not less than fifteen (15) calendar days before the date of such meeting.

15.5.2.2. Such Preliminary Notice shall incorporate a provisional agenda including but not limited to:

15.5.2.2.1. The preliminary business of the meeting,

15.5.2.2.2. Notification of Management Committee positions for re-election; and

15.5.2.2.3. Notification of sub-committees and co-opted Members to be elected; and

15.5.2.2.4. Notification of deadlines for the submission of Nominations.

15.5.2.3. All voting members shall notify the Secretary, within five (5) days of the posting of the notice, of any matters which they wish to be included on the Agenda.

15.5.2.3.1. Such matters must be fully described and motivated.

15.5.2.4. The Final Notice convening a General Meeting shall:

15.5.2.4.1. be distributed to the Members, by the Secretary, not more than seven (7) calendar days and not less than three (3) calendar days before the date of such meeting;

15.5.2.4.2. specify the business to be transacted at that meeting and only those items will be discussed at the meeting.

15.5.3. The Notice days referred to shall exclude the day on which notice is given and include the day of the Meeting.

15.5.4. The unintentional omission to give notice of a Meeting to any person, entitled to receive such notice, shall not invalidate the proceedings at that General Meeting

15.6. NOMINATION PROCEDURES FOR ELECTIONS

15.6.1. Nomination by Members nominating another Member to represent them must do so on an official USPRA nomination form and must be signed by the proposer and the nominee.

15.6.2. Nominations must reach National Association not later than seven (7) days before the commencement of an Annual General Meeting.

15.6.3. A member may only nominate one nominee to represent them for any single available position.

15.6.4. Nominees may only be elected to the position to which they have been nominated.

15.6.5. It shall be permissible for the same person to be nominated for more than one position, however; the nomination for any alternative post is conditional upon him or her not being elected to the first post for which he or she is nominated.

15.6.6. Nominees do not have to be present at an Annual General Meeting.

15.6.7. Any nomination not complying with the procedure set out in the above paragraphs as well as the policies of USPRA shall be null and void and be disregarded.

15.7. ANNUAL GENERAL MEETINGS

15.7.1. Annual General Meetings of USPRA shall be held within thirty (30) days of the financial year-end.

15.7.2. Annual General Meetings shall state the business to be transacted at the meeting and the following documents must be available:

• The agenda,

• The minutes of the last Annual General Meeting,

• Audited financial statements,

• Annual Chairperson’s Report,

• List of nominated members to stand for election,

• The minutes of any Special and/or General Meeting held since the last AGM.

15.7.3. Business to be transacted at an Annual General Meeting, shall be, but not limited to:

• Welcome;

• Apologies;

• To receive members credentials and record their eligibility to vote;

• Members must declare any conflict of interest with regards to the agenda, and must recuse themselves from the discussion and voting, if applicable, of said conflict of interest;

• To confirm the minutes of the preceding Annual General Meeting and of any other general meetings that may have been held subsequent to the last Annual General Meeting;

• Chairpersons report;

• Matters arising from the minutes of the preceding Annual General Meeting;

• Financial report, including treasurer’s report, the budget, discussion and adoption thereof, with or without modification;

• Sub-Committee Reports, if applicable;

• The transaction of any special or general business on condition that notice of such business has been received by The Directors in writing at least seven (7) days prior to the Annual General Meeting;

• The election of the office bearers;

• Adjourn or close the meeting.

15.8. QUORUM

15.8.1. Quorum of USPRA meetings will be 50% (+1 person) of the voting power of the meeting.

15.8.2. No business shall be transacted unless a Quorum is present.

15.8.3. Should any meeting have been properly convened but no Quorum is present after thirty minutes, the meeting shall stand adjourned for five (5) minutes, after the lapse of which the meeting will proceed with those members present constituting a Quorum.

15.9. CONDUCT AT MEETINGS

15.9.1. The President, Vice-President or Secretary, in that order, shall chair all meetings of USPRA, failing which the meeting shall elect one of its members, by majority vote, to chair the meeting.

15.9.2. In the event that the person chairing the meeting is eligible for election to a position on the National Executive Committee, the President, Vice-President or Secretary, in that order, shall

chair the meeting for the duration of that election, failing which the meeting shall appoint an Independent Electoral Officer, to chair the meeting for the duration of the election.

15.9.3. Any Member, or their representative, shall be entitled to attend and speak, but not

vote, at any meeting of Association; provided such Member shall;

15.9.3.1. have submitted written notification to the Association of such intention, including

15.9.3.1.1. the full details of any matter such member is desirous of raising at such Meeting, and

15.9.3.1.2. such notification is received by the Secretary not less than seven (7) days prior to the date of such meeting.

15.9.3.2. have been requested by the Chairman of the meeting to participate, speak or give comment.

15.9.4. At any Association meetings, decisions may only be taken on those items detailed on the agenda as Special Business.

15.9.4.1. Any other motions are for discussion under non-binding business, in order to establish the feeling of the meeting for possible inclusion on the agenda of the following meeting.

15.9.5. All meetings shall be conducted in accordance with the relevant Policy Document.

15.10. MINUTES AND INSPECTION

15.10.1. Detailed minutes must be kept by the relevant Secretary of all General Meetings, Committee Meetings, and sub-committee or task team Meetings.

15.10.2. The minutes of any Meeting must be available within thirty (30) days from the date of the meeting.

15.10.3. All resolutions of USPRA, proposed and passed at AGM’s and/or SGM’s shall be recorded in a register (written and/or electronic) provided for that purpose, and are available for scrutiny by any member of USPRA as may be requested.

15.11. ADJOURNMENT
15.11.1. The chairperson of a meeting shall, if directed to do so by a properly constituted meeting, adjourn the meeting to a place and time determined by the meeting. At such adjourned Meeting, no business shall be transacted other than unfinished business remaining from the meeting which was adjourned.
15.11.2. Adjournment of a meeting constitutes fair and ample notice of the adjourned meeting. Only in the event of a meeting being adjourned for a period of thirty (30) days or more, shall notice of the adjourned meeting be required as for in the case of the original meeting.

15.12. VOTING

15.12.1. Any motion put to the vote at a General Meeting shall be:

15.12.1.1. by secret ballot.

15.12.1.2. carried by majority vote unless otherwise determined elsewhere in this Constitution.

15.12.2. Voting for the election of office bearers shall be by secret ballot.

15.12.3. Matters requiring a decision shall be decided by a majority vote, unless otherwise determined elsewhere in this Constitution.

15.12.4. In the event of an equality of votes, the person chairing the meeting shall be entitled to a casting vote.

15.12.5. All voting at General Meetings shall be overseen by an impartial adjudicator.

15.12.5.1. Should a meeting take place over electronic communication, then;

15.12.5.1.1. votes will be sent electronically to the impartial adjudicator, who will only provide the outcome of the votes to the meeting, or

15.12.5.1.2. a suitable secret ballot electronic voting system should be used.

15.12.6. Co-Opted members to Association or Committees shall not have any votes.

15.13. PROXIES

15.13.1. Proxy votes will be accepted, provided that:

15.13.1.1. the proxy is signed by both the member providing the proxy and the member holding the proxy.

15.13.1.2. the proxy is used for the specific purpose for that which it was intended.

15.13.1.3. both the member providing the proxy and the member holding the proxy are in Good Standing and are eligible to vote.

15.13.2. A Member may only hold a maximum of 1 (one) proxy vote.

16. STRUCTURE OF USPRA

The structure of USPRA will be as follows:

16.1. NATIONAL ASSOCIATION
The USPRA Association shall be the highest authority of USPRA and shall determine its policies, decide
upon its budget and give directives to the National Executive Committee.

16.1.1. ASSOCIATION MEMBERS

16.1.1.1. The National Association shall consist of the following:

16.1.1.1.1. The National Executive Committee

16.1.1.1.2. Members in Good Standing who are either on the Executive Committee or who were selected to represent the USPRA and competed in the IPRF World Championship in the previous five (5) calendar years from the date of any vote.

16.1.2. TERMS OF OFFICE

16.1.2.1. All members of the National Association shall be eligible for reappointment or reelection, as the case may be.

16.1.2.2. The following National Association members shall hold office until, and shall retire on the date of the National Annual General Association Meeting following their appointment:

16.1.2.2.1. All members of the Executive Committee

16.1.2.3. In the event of a President’s death, resignation or termination of office for any reason whatsoever, the Member Organization entitled to elect such President, shall be entitled to appoint another President in place thereof.

16.1.2.4. Any person replacing a President who ceases to hold office for any reason other than normal retirement in terms of this Constitution, shall only hold office until the date upon which the member in whose place he was appointed, would normally have retired in terms of this Constitution.

16.1.2.5. Any member of National Association who, without having first obtained leave of absence from National Association, shall otherwise than in circumstances beyond his or her control, not attend three (3) consecutive meetings of National Association, of which meetings due notice has been given shall be deemed to have resigned from National Association.

16.1.3. NATIONAL ASSOCIATION MEETINGS

16.1.3.1. AGM

16.1.3.1.1. The National Annual General Meeting of USPRA shall be held within thirty (30) days of the financial year-end, and no earlier than one (1) day of the financial year-end

16.1.3.2. SGM

16.1.3.2.1. The National Association will convene a National Association Special General Meeting within fifteen (15) days of receipt of a request in writing, to hold such meeting, signed by;

16.1.3.2.1.1. 50% or more of the National Association.

16.1.3.3. NOMINATION TO NATIONAL ASSOCIATION

16.1.3.3.1. Nominations for National Association Positions shall be submitted in writing by any USPRA member, no later than seven (7) days prior to the date of the National Association meeting at which such members are to be elected.

16.1.3.3.2. Each Association Member shall be entitled, when applicable, to nominate one (1) person for election as:

16.1.3.3.2.1. National President,

16.1.3.3.2.2. Two (2) Vice-Presidents of Centerfire

16.1.3.3.2.3. Two (2) Vice-Presidents of Rimfire

16.1.3.3.2.4. Secretary/Treasurer of Centerfire

16.1.3.3.2.5 Secretary/Treasurer of Rimfire

16.1.3.4. ORIDNARY NATIONAL ASSOCIATION MEETINGS

16.1.3.4.1. National Association shall meet as often as is required to enable it to

discharge its duties and shall in any event meet at least once every twelve (12) months.

16.1.3.5. VOTING AT ORDINARY NATIONAL ASSOCIATION MEETINGS

16.1.3.5.1. Members of the National Executive Committee shall each have one (1) vote.

16.1.3.5.1.2 Voting Members in Good Standing shall each have one (1) vote.

16.1.3.5.2. Members of the National Association shall:

16.1.3.5.2.1. vote on all resolutions by a show of hands, or electronically similar;

16.1.3.5.2.2. decide on all matters by a simple majority vote.

16.1.3.6. SUB-COMMITTEES

16.1.3.6.1. The Executive Committee shall have the right to appoint Sub-Committees, including but not limited to the following, or distribute the portfolio among the members of the Association.

16.1.3.6.1.1. National Selection Committee

16.1.3.6.1.2. National Disciplinary Committee

16.1.4. GOVERNANCE

16.1.4.1. The Executive Committee shall control all expenditure of the funds of USPRA and shall not incur any liability nor enter into any commitment which cannot be discharged out of the available funds of USPRA.

16.1.4.2. No cheque or promissory note drawn on behalf of USPRA shall be valid unless signed by any 2 (two) of the following persons;

• the President,

• a Vice-President,

• a Secretary/Treasurer,

• or any other employee of USPRA who has been authorized by the Executive Committee to have signing powers.

16.1.4.3. The Executive Committee shall be entitled to make any and all by-laws or regulations necessary to promote the aims and objectives of the Association and such bylaws and/or regulations shall be:

16.1.4.3.1. ratified at the next National General Meeting;

16.1.4.3.2 binding upon members.

16.1.5. POWERS OF THE NATIONAL ASSOCIATION
16.1.5.1. Except where otherwise stated herein and subject to the provisions of this constitution, National Association shall be vested generally with all such powers and authorities as are necessary to promote and attain the objects of USPRA and, without in any way limiting the generality of the afore-going, National Association shall have all such powers and authorities as are necessary to carry out the duties and functions referred below;

16.1.5.1.1. The management, control and administration of affairs of USPRA shall vest in the National Association.

16.1.5.1.2. The ownership, control and administration of all the assets of USPRA shall vest in the National Association.

16.1.5.1.3. The National Association shall have the authority to take decisions and act on behalf of USPRA in all matters concerning it and to do all things not inconsistent with the Objectives or the provisions of this Constitution.

16.1.5.1.4. In particular, the National Association will be responsible for the general policy making of USPRA, and the ratification or otherwise, of the acts and actions performed and taken by the Executive Committee.

16.1.5.1.5. To make and pass rules, by-laws or regulations and to add to, repeal or alter such rules, by-laws or regulations, with or without penalties for the carrying out, administration and implementation of this Constitution and the attainment of the Objectives of USPRA.

16.1.5.1.6. Notwithstanding the provisions of the Terms of Office, the National Association shall be entitled at any duly constituted Association meeting to remove from office any Executive Committee officer, and/or any other member thereof.

16.1.5.1.7. The National Association shall be entitled to co-opt members to the National Association, from time to time.

16.1.5.1.8. The National Executive Committee shall be entitled to act between National Association meetings on behalf of the National Association but notwithstanding any other provisions of this Constitution, the National Executive Committee will be responsible to the National Association for all

actions taken by it.

16.1.5.1.9. The National Executive Committee shall be entitled to co-opt members to the National Executive Committee, from time to time.

16.1.5.1.10. The duties and responsibilities of the individual members of committees shall be as determined by the National Association from time to time.

16.1.5.1.11. USPRA may, from time to time, employ full-time, part-time and/or temporary employees and/or contractors as may be required.

16.1.5.1.11.1. Such terms of employments shall be subject to the applicable legislation.

16.1.5.2. No member of National Association shall be entitled to any remuneration.

16.2. NATIONAL EXECUTIVE COMMITTEE OR EXCO
16.2.1. EXCO MEMBERS

16.2.1.1. The National Executive Committee shall consist of the following members:

16.2.1.1.1. The President,

16.2.1.1.2. Two (2) Vice-Presidents of Centerfire,

16.2.1.1.3. Two (2) Vice-Presidents of Rimfire,

16.2.1.1.4. The Secretary/Treasurer of Centerfire,

16.2.1.1.5. The Secretary/Treasurer of Rimfire,

16.2.1.2. All members of the National Executive Committee must have ready access to

internet, email and tele-conferencing.

16.2.2. TERMS OF OFFICE

16.2.2.1. All members of the National Executive Committee shall be eligible for reappointment or re-election, as the case may be.

16.2.2.2. All members shall hold office until, and shall retire at the applicable time on the date of the National Association AGM two (2) years following their appointment.

16.2.2.3. Members shall be elected, as follows:

16.2.2.3.1. President - each even numbered year

16.2.2.3.2. Two (2) Vice-Presidents of Centerfire - each even numbered year

16.2.2.3.3. Two (2) Vice-Presidents of Rimfire – each odd numbered year

16.2.2.3.4. Secretary/Treasurer of Centerfire – each even numbered year

16.2.2.3.5. Secretary/Treasurer of Rimfire – Each odd numbered year

16.2.2.4. In the event of a vacancy occurring in whatever way in the ranks of the Executive Committee as elected in terms of the above, the remaining Executive Committee members may appoint a successor subject to ratification at the next National Association meeting.

16.2.3. MEETINGS
16.2.3.1. In addition to the general acceptable methods of meetings, the National Executive Committee shall also be able to meet via electronic group communication, provided that all members of the committee are subscribed to the discussion group, such as;

16.2.3.1.1. Internet Group Discussion; such as but not limited to WhatsApp, Skype, Facebook Messenger.

16.2.3.1.2. Email Discussion

16.3. NATIONAL SUB-COMMITTEES
16.3.1. The Executive Committee shall have the power to convene and/or instruct any USPRA committee to carry out such duties as the National Association may deem to be in the interest of USPRA and are within the terms of reference of that committee.
16.3.2. All matters dealt with by such committees shall be referred back to National Association, which shall not be bound by the decisions of such committees, but may accept, reject or alter the recommendations and/or decisions of such committees.

16.3.3. NATIONAL SUB-COMMITTEES COMMITTEES

16.3.3.1. The Chairman of each National Sub-Committee will represent that Subcommittee and report back to the National Executive Committee as required.

16.3.3.2. Sub-Committee’s do not have any votes on the National Executive Committee.

17. TEAM SELECTION

17.1. The National Association may at their discretion select and appoint teams and individuals to represent the respective Association at events and competitions approved by the Association.

17.2. A suitably skilled Team Captain shall be appointed either for a specific event or for a defined period of time.

17.3. The Association will ensure that the Selection Policy for teams is at all times transparent, consistent and in the best interest of the Association.

17.4. The approval of events for team selection will be at the discretion of the relevant Selection Committee, and will not be restricted to USPRA run national competitions.

17.5. The recognition or any type of reward system for selected team members will require the relevant Association approval.

17.6. All selected team members will be selected in accordance with the Selection Policy agreed upon by the Association.

17.7. Members who have been selected will need to be informed ASAP of their selection.

17.8. Members who are selected but who are not able to attend the event may be replaced by the next eligible member.

17.9. Members who have been selected but do not attend the event without a valid reason will be subject to the Disciplinary Process within the Judicial Code.

18. DISPUTES

18.1. Any Member shall be entitled to request that any complaint or matter be considered by the National Association, subject thereto that such requests:

18.1.1. shall be in writing, be addressed to the relevant Secretary, clearly define the subject matter of the issue.

18.1.2. shall be accompanied by the endorsement of such complaint or matter by at least three (3) Members.

18.1.3. shall be dealt with in accordance with the USPRA Judicial Code.

19. FINANCE
19.1. The National Executive Committee will administer the USPRA Office.

19.2. FINANCIAL YEAR
19.2.1. The financial year of USPRA shall extend from the first (1st) day of October to the last day of September of the following year.

19.2.2. The membership year of USPRA shall extend from the first (1st) day of January to the last day of December of the same year.

19.2.3. Members shall pay an annual membership fee as determined at the Annual National Association meeting, which fees shall be paid not later than the last day of January, or from the date the member wants their scores to be tracked for selection.

19.3. BUDGET

19.3.1. The USPRA National budget needs to be completed before the National AGM and no later than the end of December each year.

19.4. ACCOUNTS, REGISTERS AND RECORDS

19.4.1. The National Executive Committee shall cause to be kept such accounts, entries, registers and records as are necessary for the proper working of USPRA.

19.4.2. The National Executive Committee will finalize such accounts, entries, registers and records, and draft financial statements for USPRA by the end of March each year to be delivered to the auditors.

19.4.3. The Auditors will be required to audit the books of account and express an opinion on the draft statements by, barring any unforeseen circumstances, the end of May each year.

19.4.3.1. Audited Annual Financial Statements will be available by no later than two (2) weeks thereafter, and shall;

19.4.3.1.1. shall be circulated to all members of the Executive Association, as soon as possible after the finalization of the accounts.

19.4.3.1.2. shall be submitted to the National Association by the National Executive Committee at each Annual National Association meeting in respect of the Financial Year immediately prior to that Annual General National Association meeting.

19.4.4. Audited Annual Financial Statements of the previous Financial Year must be made available upon request to any Member of USPRA within 7 (seven days) of the request having been made in writing.

19.4.5. USPRA accounting records and reports must be prepared and handed to the Director of Non-profit Organizations within six (6) months of the Financial Year-end.

19.5. TREASURER RESPONSIBILITIES

19.6. The National Treasurer shall be responsible for:

19.6.1. The operation of a basic financial management system including appropriate internal controls, protocols and audit process.

19.6.2. Financial control to ensure that USPRA remains solvent, is able to meet its financial obligations at all times, and monitors its income and expenditure against the budget and recommends appropriate action in this regard to the National Association as necessary.

19.6.3. Reporting of the financial affairs of USPRA to the Association on a regular basis and at the AGM on an annual basis.

19.6.4. The preparation and submission of audited financial statements to the AGM after the end of the financial year of USPRA.

19.6.5. The opening and closing of bank accounts.

19.6.6. The names of persons authorized to operate bank accounts.

19.6.7. The conditions required for the issuing of instructions to USPRA’s bankers in terms of:

19.6.7.1. The numbers and names of people permitted to make payments,

19.6.7.2. The limits up to which people are authorized to make payments,

19.6.7.3. The names of people authorized to receive information relating to transactions on any USPRA bank account.

19.6. FUNDS & MONIES

19.6.1. Receipts shall be issued for all monies received.

19.6.2. All monies received on behalf of USPRA shall become the property of USPRA and forthwith be deposited in the bank to the credit of USPRA.

19.6.3. Funds received by USPRA shall be utilized to achieve the main objectives of USPRA as set out in this constitution, giving due consideration to investing only that which is necessary in administrative costs in proper support thereof.

19.6.4. All expenditure of USPRA shall receive prior approval in terms of a policy on control and approval of expenditure that will be issued by the National Association, and updated from time to time as deemed necessary by the National Association.

19.6.5. All NLDTF funds allocated to USPRA shall be disbursed strictly in accordance with the requirements of the NLDTF funded projects and in line with the lottery agreement.

19.6.6. In pursuit of USPRA’s main objectives, income will be generated by means of annual subscription fees, entry levies, grants and/or donations or such other sources of income as may be identified and approved by the National Association from time to time.

19.7. ASSETS AND PROCEEDS

19.7.1. USPRA shall maintain a fixed asset register.

19.7.2. USPRA may not give any of its money or property to its members or office bearers provided that a member or office bearer may be paid a reasonable amount for services rendered for USPRA by such member or office bearer.

19.7.3. A member of USPRA shall only be reimbursed for expenses as such member has paid out for or on behalf of USPRA upon presentation of relevant documentation.

20. DISSOLUTION
20.1. USPRA shall be dissolved, or resolve to merge with any other Non-Profit Organization/ Company having objectives similar to those of USPRA, if agreed upon at an Annual General Meeting or at a Special General Meeting called specifically for the purpose of dissolution by a 75% majority of Members present and permitted to vote.

26.2. Upon dissolution, any asset remaining after all of its liabilities have been met must be transferred to another Non-Profit Organization/Company having similar objectives.

21. LIMITATION OF LIABILITY
21.1. Save for as provided for in U.S. Code 42, Chapter 139, the National Association Members, staff and employees have limited liability in that such persons are not liable for the debts and obligations of USPRA, unless there is a clear violation of the Act.

22. INDEMNITY
22.1. Save as provided for in U.S. Code 42, Chapter 139, National Association Members are indemnified by USPRA from and against all losses arising out of the execution of their duties and actions for and on behalf of USPRA, provided that such loss or damage is not occasioned by the negligence, default, breach of duty, or breach of trust by such Association Member, Committee member, official or similar.

22.2. It is specifically recorded that USPRA shall not be responsible for any debts of whatsoever nature incurred by any Member as a consequence of such Member entering into any contract with a third party in regard to any Event organized or arranged by such Member.

22.3. The Executive Committee will ensure that appropriate insurance policies are in place for USPRA.

23. DRUG FREE SPORT
USPRA will implement the Rules and Regulations of the World Anti-Doping Agency (“WADA”) as defined from time to time.

24. CONFLICT OF INTEREST AGREEMENT

24.1. A Conflict of Interest agreement, determined by National Association from time to time, shall be signed by all:

24.1.1. National Association Members,

24.1.2. USPRA Executive Committee Members,

24.1.3. USPRA Officials,

24.1.4. Members representing USPRA; Internationally or Nationally.

25. CODE OF CONDUCT, JUDICAL CODE & DISCIPLINARY PROCESS

25.1. In order to establish and maintain behaviors, relations and activities that is conductive to the stated objectives of the Association and the desired wider aims and intentions of Shooting Sports and its parent bodies, the

25.1.1. National Association:

25.1.1.1. Shall have in place and enforce an appropriate Code of Conduct for all members of the Association.

25.1.1.2. Shall always ensure that all its Members, Officials and Office bearers act in a manner complimentary to the objectives and goals of the Association and will deal with any transgressions in accordance with the Disciplinary Process outlined in the Judicial Code.

25.1.1.3. establish and maintain fair, transparent and decisive procedures and policies to address all transgressions, complaints and grievances by Members and Officials.

25.1.2. National Associations:

25.1.2.1. may appoint a relevant Judicial Committee from within the ranks of the Association, to act on its behalf or to:

25.1.2.1.1. investigate and recommend disciplinary action against any Member, or

25.1.2.1.2. regulate behavior between members.

25.2. Before any disciplinary action is taken against any Member, the Association will afford them the opportunity to state their case, and to explain or defend themselves either in writing or verbally to the relevant appointed disciplinary body.

25.3. Any Member against whom disciplinary action is taken by any Judicial Body to whom disciplinary powers have delegated in terms of this Constitution, shall have a right of appeal in accordance with the relevant Appeal Process outlined in the Judicial Code.

25.4. The decision after the Appeal Process will be deemed to be final and any subsequent ruling will be binding on all parties.

25.5. All efforts will be made to resolve all disputes and disagreements within the Association’s structures. This could include the involvement of competent current and

past Members of the Association.

25.6. The Federal Arbitration Act will be the last resort for parties to settle a dispute.

25.6.1. The party that initiates the Arbitration will bear all the costs and expenses of such action.

25.7. Any Disciplinary Body appointed in terms of this constitution shall be obliged to report to their appointing Association in writing, on all matters attended to, and to furnish such Association, with such explanation and/or information as they may request.

26. INTERPRETATION
The interpretation of this Constitution, Rules and Regulations, Code of Conduct, and Disciplinary Code made there under shall rest entirely with the National Association, whose interpretation shall be final and binding on all USPRA members.

27. AMENDMENTS TO THE CONSTITUTION

27.1. This Constitution shall not be amended, rescinded or added to except at a National Annual General Meetings or National Special General Meetings of USPRA.

27.2. Notice of the intention to amend, rescind or add to the Constitution must be distributed to the Members thirty (30) days prior to a National General Meeting.

27.3. For any amendment, rescission or addition to this Constitution to be effective it shall

require the support of 75% of the National Association present and entitled to vote at the

General Meeting concerned.