

THE BELIZE COMPANIES ACT
Act No. 11 of 2022 , THE LAWS OF BELIZE, REVISED EDITION

ASSOCIATION LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

BELIZE PALLIATIVE CARE HOSPICE ASSOCIATION LTD

1. The name of the Association (hereinafter referred to as “the Association”) is Belize Palliative Care Hospice Association.
2. The Association's registered office shall be situated at Corner of Santa Barbara and Ebony Streets, Belize City, Belize.
3. The objectives for which the Association was established are as follows:
 - (a) To provide palliative care and hospice care to patients irrespective of their spiritual, religious, denominational or belief system.
 - (b) To provide palliative care and hospice care in any setting whether at home, in a clinic or wherever the patient resides.
 - (c) To provide a physical space where the very sick and dying are taken care of, honoring their human dignity, by providing the best quality of life possible from incurable diagnosis through end of life, to actively dying and after their death.
 - (d) To provide palliative and hospice care in the face of scarcity, to those who have no one to provide for them and those who have been completely abandoned.
 - (e) To provide care using an interdisciplinary or transdisciplinary palliative care/ hospice team approach.

- (f) To provide care under the Association's framework of its medical and ethical principles.
- (g) To provide non-discriminatory care and to ensure equal service opportunities for those eligible for palliative care without discrimination or harassment based on race (including hairstyle/texture), color, spirituality, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, diagnosis, prognosis, social, and economic resources.
- (h) To provide training or workshops to volunteers and to its membership, medical and or non-medical staff, without discrimination or harassment based on race (including hairstyle/texture), color, being or not spiritual, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, social, or economic resources.
- (i) To conduct, either on its own or in collaboration with other institutions, methods, membership drives, and other initiatives to further the objectives of the Association.
- (j) To educate the community through various initiatives about the principles and vision of the Association and instil in the community an appreciation for the objectives of the Association.
- (k) To develop and maintain relations with governments and other associations nationally and internationally for the best interest of the Association, its objectives, and its members.
- (l) To collaborate and or affiliate with local, regional or international companies, institutions, societies, organizations or associations having objects altogether or in part similar to those of this Association.
- (m) To create other umbrella organizations for other palliative care and hospice care teams in the country of Belize:
- (n) To provide transportation that are primarily to bring palliative care and hospice care to patients and where they reside

- (o) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal estate which may be deemed necessary or convenient for any of the purposes of the Association.
- (p) To accept gifts, donations and contributions, and to raise or borrow money as it sees fit, and to take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association in the form of donations, annual subscriptions, proposals for accessing funds, or otherwise.
- (q) To construct, maintain, and alter any houses, buildings, or works necessary or convenient for any of the purposes of the Association.
- (r) To print and publish any documents, newspapers, periodicals, books or leaflets or web-pages or any media that the Association may think desirable for the promotion of its objects and or to share aspects of the gospel or the Arts in Belize.
- (s) To sell, manage, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Association.
- (t) To undertake and execute any trust, guarantee or any agency business which may seem directly or indirectly conducive to any of the objects of the Association and to affiliate with other regional and international bodies pursuing similar objects.
- (u) To invest or lend the monies of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- (v) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which this Association is authorised to collaborate;
- (w) To do all such other lawful things as are incidental, ancillary or conducive to the attainment of the above objects or any of them.

4. The income and property of the Association, wheresoever derived, shall be applied solely towards the promotion of the objects of the Association and as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Association, and no member may be paid for his services as member.

PROVIDED that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or employee of the Association, or to any member of the Association in return for any services actually rendered to the Association, or reimbursement for actual out of pocket expenses, or reasonable and proper rent for premises demised or let by any member to the Association.

5. The liability of the members is limited.
6. Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding Ten Dollars (\$10.00).
7. If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other body whether or not it is a member of the Association having objects similar to those of the Association and in the event they are unable or unwilling to accept to some other body having similar objects to those of the Association or to another body the objects of which are charitable.
8. The foregoing provisions form the fundamental basis of the Association and may not be altered whether by special or extraordinary resolution of the members in general meeting or otherwise except with the written and unanimous consent of the Members of the Association.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into an Association in pursuance of this Memorandum of Association.

Names, Address and Description of the Subscribers:

Marta Isabet Habet, MD

Address: 3 ¾ Mls. George Price Hwy,
Belize City, Belize

Signature: _____



Ramoncito Argenes Yacab, MD

Address: 1876 Hutson Street,
Belize City, Belize

Signature: _____

