Execution Version

DATED: 2020

NETWORK MEMBERSHIP AGREEMENT

START NETWORK

and

MIDEFEHOPS Asbl
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This agreement is made on 2019

Between

(1) START NETWORK, a company limited by guarantee (company number: 09286835) registered in England and Wales, which is registered as a charity in England and Wales under charity number 1159483, whose registered office is at WeWork Aviation House, 125 Kingsway, London, WC2B 6NH (the “Start Network”); and

(2) MIDEFEHOPS Asbl, a company/charity registered in DEMOCRATIC REPUBLIC OF THE CONGO under company number F.92/18.026 and/or charity number 08/DIVAS/N-K/014/2000 whose registered office is at DEMOCRATIC REPUBLIC OF THE CONGO (the “Member”).

Background

(A) The Member, along with various other entities, is part of a consortium of humanitarian civil society organisations, which constitute the membership of Start Network, with the collective commitment to “accelerating crisis response” as a contribution to fostering resilient communities.

(B) This Agreement is established in a spirit of partnership characterised by cooperation, mutual support and respect, in order to regulate the relationship between Start Network and the Member, and their key rights and responsibilities.

(C) The Member hereby commits to carry out activities in relation to Start Network in the spirit of strengthening and complementing the work of Start Network and the Start Network Members, while respecting each Start Network Member’s specific identity and with a commitment towards nurturing a system that is diverse, decentralised and collaborative.

(D) The Member and Start Network each recognise that Start Network’s governance structures and processes may need to be reviewed as Start Network develops and its operational model iterates over time.

(E) The Member recognises that when it is acting in its capacity as Start Network Member, it shall act in the interests of Start Network and in a manner that contributes to the achievement of the objectives of Start Network and is in accordance with the Foundational Principles.

Now it is agreed as follows:

1. Definitions and Interpretation

1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
“Additional Donor Requirements” means any compliance, auditing, reporting, funding, procurement, sub grant, employment, equality, regulatory or any other requirements of any Donor including, but not limited to, providing any information about the Member or Partner or either of their participations in the Funding Programme or compliance with any requirements of the Donor;

“affiliate” means, in relation to a body corporate:

a) any subsidiary, subsidiary undertaking or holding company of such body corporate, and any subsidiary or subsidiary undertaking of any such holding company for the time being; and

b) in relation to a body corporate which is a member of a partnership or confederation of humanitarian organisations with substantially the same objects as, and a shared or substantially similar name and/or brand with, that body corporate, the other members of such partnership or confederation.

"Agreement" means this agreement, including the Schedules;

“Anti-Corruption Laws” means the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 and any similar laws or regulations in any jurisdiction relating to bribery, corruption or any similar practices;

"Articles" means the articles of association of Start Network, as set out in Schedule 4 as may be amended and restated from time to time by Start Network;

“Award Letter” means either:

• in relation to a Funding Programme undertaken by a Grant Custodian, an award letter entered into between a Grant Custodian and a Start Network Member pursuant to which such Grant Custodian agrees to grant a Start Fund Grant to such Start Network Member, in substantially the form set out in Schedule 1 (Grant Custodian Award Letter) or such other appropriate form agreed between Start Network and the Grant Custodian; or

• in relation to a Funding Programme undertaken by Start Network without a Grant Custodian, an award letter entered into between the Start Network and a Start Network Member pursuant to which Start Network agrees to grant a Start Fund Grant to such Start Network Member, in substantially the form set out in Schedule 2 (Start Network Award Letter);
"Business Day" means any day which is not a Saturday or Sunday, Christmas Day, Good Friday or a bank holiday in the United Kingdom;

"Bye-Laws" means the bye-laws of Start Network, as set out in Schedule 5, as put in place by the Start Network Board in accordance with the Articles, as may be amended and restated from time to time by Start Network;

"Consortium Agreement" means the consortium agreement dated 1 April 2014 between the Member, the Save the Children Fund and various other entities listed therein;

"Constituent Assembly" means Start Network's annual general meeting, in accordance with the Articles and Bye-Laws;

"controller", "data subject", "processor", "process", "processing", "processed", "personal data" and "special categories of personal data" shall have the same meanings as under the GDPR;

"Data Protection Laws" means all other applicable laws and regulations relating to the processing of Protected Data and/or governing individuals’ rights to data privacy, including statutory instruments, including for the avoidance of doubt, where applicable:

- the GDPR and any related legislation which applies in any member state of the EU (for example the Data Protection Act 2018 in the UK); and

- the Privacy and Electronic Communications Directive 2002/58/EC (as amended) and any successor or related legislation (whether domestic or EU-wide legislation);

"Donor" means a donor to a Funding Programme;

"Donor Funding Agreements" means any agreement to be entered into between a Donor and a Grant Custodian pursuant to which such Donor agrees to provide a grant to such Grant Custodian and/or Start Network in relation to Start Network or any of its activities;

“Due Diligence Requirements” means Start Network’s due diligence requirements as set out in clauses 2.11 to 2.13;

“EC” means the European Commission;
"Emergency" means an event, crisis or situation which involves human suffering or loss of life to an extent that surpasses the coping capacity of the local community or governmental agencies and which requires a response from such authorities (or similar institutions) to prevent a worsening of the circumstances of that event, crisis or situation;

"Final Report" means a report submitted in accordance with clause 6 in substantially the format:

(a) in the case of a Start Fund Grant, set out in the Start Fund Handbook, or such other form as Start Network may direct from time to time; or

(b) in the case of any other Funding Programme, in such form as Start Network may direct from time to time;

"Force Majeure Event" means any circumstance beyond a Party's reasonable control, including:

(a) any act of God, flood, earthquake or other natural disaster;

(b) any act of terrorism, riot, war, sanction, embargo or breaking-off of diplomatic relations;

(c) any collapse of buildings, fire, explosion or accident;

(d) any law or action taken by a governmental authority, including imposing an export or import restriction, quota or prohibition, or failing to grant, or revoking, a necessary licence or consent;

(e) interruption or failure of any utility service; and

(f) any labour or trade dispute, strike, industrial action or lockout (other than, in each case, by personnel of the Party seeking to rely on this clause or any affiliate of that Party);

"Foundational Principles" means the foundational principles set out in the appendix to the Articles, which embody the ethos and spirit of Start Network and provide a foundation for its future development;

“Funding Agreement” means any grant agreement or memorandum of understanding between a Donor and the Grant Custodian pursuant to which such Donor agrees to provide a grant to the Grant Custodian to be applied to a Funding Programme, and “Prospective Funding Agreement” means any such agreement or memorandum of understanding which has been mooted or is subject to negotiation but has not yet been entered into;
“Funding Authorisation” means an award notice in such form as may be agreed between the Grant Custodian and Start Network pursuant to which Start Network informs the Grant Custodian of which organisation to make a payment to from a Funding Programme, the amount of such payment and details of the instalments in which such payment should be made;

“Funding Programme(s)” means any programme of funding instigated by Start Network in furtherance of its charitable objects, as set out in the Articles, which may involve the funding of Start Network Members or their Partners by Start Network or a Grant Custodian;

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data including where applicable any local implementing laws as updated from time to time;

“Grant” means a grant made by Start Network or a Grant Custodian to a Start Network Member as part of a Funding Programme;

"Grant Custodian" means any organisation (whether or not a Start Network Member) who is party to (1) a Donor Funding Agreement with a Donor, and (2) a Grant Custodian Agreement with Start Network;

"Grant Custodian Agreement" means each grant custodian agreement between Start Network and any Grant Custodian;

“Grant Custodian Funds” means funds donated by any Donor, pursuant to a Funding Agreement, to the Grant Custodian for a Funding Programme;

"Intellectual Property" means (i) any patents, trademarks, service marks, designs, logos, trade names, domain names, copyrights (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in designs, rights in get up, rights in inventions, rights in know-how, moral rights and other intellectual property rights and interests (which may now or in the future subsist), in each case whether registered or unregistered, (ii) any goodwill or other intellectual property rights of any kind whatsoever and (iii) the benefit of all applications and all rights to use such assets (which may now or in the future subsist);

"Membership Criteria" means the criteria for membership of Start Network set out in the Membership Policy, as amended and restated from time to time in accordance with the Bye-Laws;

"Membership Policy" means the membership policy set out in Schedule 3 as may be amended and restated from time to time by Start Network;
"Operational Equipment" means any single, non-consumable item of equipment purchased for or in relation to a Project which is not of a direct benefit to the intended beneficiaries of that Project and has:

(a) a purchase value of more than £1,000, has a useful life of more than one year, is powered (by electricity or any other fuel) and has a serial number; or

(b) which does or will incur running and maintenance costs (including, but not limited to, mobile or satellite telephones);

"Partner" means any organisation that a Start Network Member sub-grants part or all of a Grant to;

"Party" means a party to this Agreement, and "Parties" shall be construed accordingly;

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Protected Data transmitted, stored or otherwise processed. This includes breaches that are the result of both accidental and deliberate causes;

"Project" means a project that is the subject of a Grant or Award Letter;

"Protected Data" is used as a group term for both personal data and/or special categories of personal data shared and/or otherwise processed under this Agreement;

"Restricted Party" means a person that is: (i) listed on, or owned or controlled by a person listed on, any Sanctions List; (ii) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organised under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or (iii) otherwise a target of Sanctions ("target of Sanctions" signifying a person with whom a US person or other national of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities);

"Safeguarding" shall have the meaning attributed to it in the Charity Commission of England and Wales’ Guidance on Safeguarding as amended from time to time;
“Sanctions” means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (i) the United States government; (ii) the United Nations; (iii) the European Union; (iv) the United Kingdom; (v) the World Bank; or (vi) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury ("OFAC"), the United States Department of State and Her Majesty's Treasury ("HMT") (together the “Sanctions Authorities”);

"Sanctions List" means the “Specially Designated Nationals and Blocked Persons” list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban list maintained by HMT, or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities;

"Save the Children Fund" means the company limited by guarantee (company number: 00178159) registered in England and Wales, which is registered as a charity in England and Wales and Scotland under charity numbers 213890 and SC03957O whose registered office is at 1 St John's Lane, London EC1M 4AR;

"Senior Representative" means the individual appointed by the Member in accordance with the Articles and Bye-Laws to the position of "Senior Representative" to represent the Member's needs and interests;

“Serious Incident/Serious Incident Report/SIR” shall have the meaning attributed to it in the Charity Commission of England and Wales’ Guidance on SIRs as amended from time to time;

“Start Fund Agreement” means the ‘Start Fund Agreement’ dated 1 April 2014 between the Member, the Save the Children Fund and various other entities who are now Start Network Members;

“Start Fund” means the fund known as the ‘Global Start Fund’ maintained by a Grant Custodian for the purposes of emergency relief in accordance with Start Network’s charitable objects;

“Start Fund Committee” means the committee maintained by Start Network from time to time in accordance with the Start Fund Handbook for the governance of the Start Fund;

“Start Fund Grant” means a grant made from the Start Fund to a Start Network Member;

"Start Fund Handbook" means the Start Fund Handbook maintained by Start Network from time to time, the current draft of which is attached at Schedule 6;

"Start Network Board" means the board of trustees of Start Network;
"Start Network Brand Policy" means the branding policy maintained from time to time by Start Network; and

"Start Network Members" means the members of Start Network which have become company law members and which are each party to a network agreement with Start Network in materially the same form as this Agreement, each a "Start Network Member".

1.2 All references to a statutory provision shall be construed as including references to:

1.2.1 any statutory modifications, consolidations or re-enactments;

1.2.2 all statutory instruments or orders made pursuant to it; and

1.2.3 any statutory provision of which it is a modification, consolidation or re-enactment.

1.3 Except where the context otherwise requires:

1.3.1 words denoting the singular include the plural and vice versa;

1.3.2 words denoting any gender include all genders;

1.3.3 words denoting persons include firms and corporations and vice versa; and

1.3.4 any words following the term including or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 Unless otherwise stated, a reference to a clause, sub-clause or Schedule is a reference to a clause, sub-clause or a Schedule to this Agreement.

1.5 Clause headings are for ease of reference only and do not affect the construction of this Agreement.

2. Membership of Start Network

2.1 On the signing of this Agreement by the Parties, and in accordance with the Articles and the process set out in the Membership Policy, Start Network shall:

2.1.1 admit the Member as a Start Network Member; and

2.1.2 enter the name of the Member in the register of members of Start Network.

2.2 Each of Start Network and the Member represents and warrants that the application process as set out in the Articles, Bye-Laws and Membership Policy has been duly completed, and the Member represents and warrants that it is in full compliance with each of such Membership Criteria as in force as at the date of the start of the Member's membership of Start Network.

2.3 The member agrees to notify Start Network immediately if it ceases to meet the requirements of the Membership Criteria.
2.4  The Member agrees that when it is acting in its capacity as Start Network Member, it shall act in the interests of Start Network and in a manner that contributes to the achievement of the objectives of Start Network and is in accordance with the Foundational Principles.

2.5  The Member agrees that it is prepared to abide by decisions taken fairly and within the rules of Start Network (including for the avoidance of doubt the Articles and the Bye-Laws) by the Start Network Members and the Start Network Board.

2.6  The Member acknowledges that Start Network shall be operated and that decisions relating to Start Network shall be made in accordance with the governance provisions of the Articles, the Bye-Laws and Membership Policy, and represents and warrants that it has read, and acknowledges the provisions of, the same.

2.7  The Member acknowledges, and shall use reasonable endeavours to comply with, the Membership Policy.

2.8  The Member acknowledges that the Membership Policy will be reviewed periodically by Start Network, which shall propose amendments to be approved by the Start Network Members, acting by way of ordinary resolution.

2.9  The Member shall pay such contributions to Start Network as set out in the Membership Policy from time to time.

2.10 The Member shall use all reasonable endeavours to send a Senior Representative to the Constituent Assembly, in accordance with the provisions of the Articles and Bye-Laws, with a view to promoting, evaluating and strengthening Start Network and its mission; in such Constituent Assembly, each Start Network Member shall be entitled to one vote, provided that families or federations of organisations (as defined by Start Network from time to time) shall be treated as a single Start Network Member for the purposes of voting, subject always to the requirements of company law.

2.11 Start Network shall procure appropriate due diligence on Members who may be in direct receipt of Grants, as set out in the Membership Policy, to be undertaken by Buzzacot LLP or such other third party from time to time and shall produce due diligence reports in the format determined by Start Network with the agreement of the Grant Custodian.

2.12 The Member shall promptly notify Start Network upon becoming aware of failing to meet the Due Diligence Requirements.

2.13 The Member acknowledges that any due diligence requirements which the Grant Custodian may reasonably require in excess of the due diligence carried out in accordance with clause 2.11, may be requested by the Grant Custodian with reasonable advance notice in writing of any additional due diligence requirements it may have.

3.  Grant Custodian

3.1  The Member acknowledges that any Start Network Member or third party who is not a Start Network Member may become a Grant Custodian (subject that any Grant Custodian which is not a Start Network Member must meet due diligence requirements equivalent to those which are, from time to time, in place for Start Network Members to become members of Start Network in order to become a Grant Custodian and such appointment must be approved by
the Start Network Members acting by way of ordinary resolution), and that the role of Grant Custodian involves such party holding and distributing funds for a Funding Programme pursuant to the provisions of, among others, a Grant Custodian Agreement.

3.2 The Member acknowledges that any Grant Custodian will require, and that Start Network or any third party acting on its behalf may provide to that Grant Custodian, the most recently completed due diligence reports completed by or on behalf of Start Network in relation to the Member, where the Member has, or is applying for, any Funding Programme for which that Grant Custodian has the role of “Grant Custodian”. The Member hereby consents to such due diligence reports being shared with any such Grant Custodian for the purposes of that Grant Custodian having access to due diligence on Start Network Members that it intends to provide grant funding to.

3.3 The Member shall comply with all of the conditions set out in any Award Letter for such period as it is in receipt of funds pursuant to such Award Letter. In the event of any inconsistency between this Agreement and the Award Letter in respect of the Member’s obligations to the relevant Grant Custodian, the Award Letter will apply.

3.4 The Member shall use its best endeavours to assist each of Start Network and any Grant Custodian, on such party’s reasonable request, in fulfilling its obligations under any Grant Custodian Agreement which relates to a Funding Programme to which the Member has access to, any Donor Funding Agreement to which the Member has access to and any Award Letter to which the Member is party, and any related agreement entered into pursuant to any of them.

4. Funding Programmes and Projects

4.1 The Member may access such of the Funding Programmes as may be agreed in writing between the Member and Start Network or such delegated committee on Start Network’s behalf from time to time, and each of the Member and Start Network acknowledges that Start Network’s policies and handbooks set out the provisions for the operation of Start Network’s Funding Programmes, including but not limited to the process for applications for funds, the process for the allocation of funds and requirements for reporting on the use of funds, and shall comply with the same.

4.2 Funds and Unspent Funds

4.2.1 In relation to funds received by the Member, the Member shall:

(a) as soon as is reasonably practicable, deposit sums paid pursuant to any Donor Funding Agreement, Grant Custodian Agreement or sub-grant agreement (including any Award Letter) in an account (which, where possible, shall be interest-bearing) and report to Start Network any interest received (which shall be used by the Member solely for the relevant Projects). For the avoidance of doubt, the Member shall not be required to open an account solely for such sums, but must be able to clearly identify such funds within any account into which they are deposited; and

(b) within 14 days of the acceptance by the Start Network or Grant Custodian of the Final Report in relation to a Project, return to Start Network any part of the funds from Start Network (including any interest received thereon), and return to the relevant Grant Custodian any part of any Grant from that Grant Custodian, which are not spent
during a Project to which it is allocated, for redistribution by Start Network or the Grant Custodian (as applicable) or by agreement, retained to fund additional actions within such Project, in each case in accordance with this Agreement and any relevant Award Letter (as applicable).

4.2.2 Subject always to clause 4.2.3, the Member acknowledges that Start Network or any Grant Custodian shall only be obliged to make a Grant where:

(a) where applicable, a Funding Authorisation has been provided by or on behalf of Start Network (including, for the avoidance of any doubt by any delegated committee) to such Grant Custodian;

(b) the Member has entered into an Award Letter with Start Network or the relevant Grant Custodian in relation to such Grant; and

(c) the Member is in compliance with this Agreement and any relevant Award Letter.

4.2.3 The Member acknowledges that each of Start Network and the relevant Grant Custodian (on Start Network’s instruction or otherwise) reserves the right to withhold payment of funds to the Member for activities or expenses which Start Network or the Grant Custodian (as applicable) reasonably believes:

(a) there are insufficient relevant Grant Custodian funds to cover the payment;

(b) the relevant Member has failed to meet the Due Diligence Requirements;

(c) the relevant Member is in material breach of this Agreement or relevant Award Letter;

(d) the payment would be in breach of the Funding Agreement; or

(e) such funds or Grant is to cover the costs of activities or expenses which the Grant Custodian reasonably believes:

(i) are in violation of Start Network’s or the relevant Grant Custodian’s policies or contractual obligations or would violate the specific terms of any Donor Funding Agreement to which those funds relate;

(ii) present an unacceptable threat to the safety or security of staff, contractors, beneficiaries or others connected with Start Network or the relevant Grant Custodian; or

(iii) are in violation of any laws or regulations.

4.2.4 If Start Network or any Grant Custodian exercises its right under clause 4.2.3 it shall provide a written explanation of its reasons for doing so to Start Network (to the extent that the Grant Custodian has exercised its right) and the Member as soon as is reasonably practicable. If such circumstance in clause 4.2.3 is remedied, Start Network or the relevant Grant Custodian shall cease withholding funds from the date of such remedy if permitted to do so by any relevant Donor(s).

4.2.5 The Member shall maintain accurate records of the expenditure of any amounts paid to it by Start Network or any Grant Custodian (the "Project Expenditure Records"). The Project
Expenditure Records must be in the form required by Start Network or the Grant Custodian (as required by the applicable Donor Funding Agreement and applicable Award Letter and notified by Start Network or relevant Grant Custodian in advance of the distribution of funds), provided that, where reasonably practicable, Start Network shall make reasonable endeavours to harmonise the form of Project Expenditure Records it requires with that required by the Grant Custodian. The Member shall permit Start Network, the relevant Grant Custodian and any other relevant Donor pursuant to a Donor Funding Agreement pursuant to which the Member has received funds to review its Project Expenditure Records and shall provide such copies of the Project Expenditure Records as may reasonably be required.

4.3 Responsibilities of the Member

4.3.1 The Member shall:

(a) comply with the provisions of the Start Fund Handbook;

(b) inform Start Network, and any Grant Custodian in relation to a Funding Programme in relation to which the Member intends to partake, of its bank account details, in writing;

(c) exercise all reasonable skill and care in performing its obligations in relation to any Project, including:

(i) any obligations set out in an Award Letter or other sub-grant agreement; and

(ii) compliance with such Project budget as may be set out in the Award Letter or otherwise agreed in relation to any Grant;

(d) in relation to any Project, act on the reasonable instructions of Start Network or the relevant Grant Custodian, such instructions to be provided with reasonable notice;

(e) comply, as a minimum standard, with Start Network’s safeguarding policy, anti-terrorism policy and anti-bribery and corruption policy and any other policies notified by Start Network to the Member from time to time (although Start Network acknowledges that the Member may be required, pursuant to an Award Letter, to comply with policies of a Grant Custodian which cover the same subject matter; Start Network agrees that compliance by the Member with any such policy which is more stringent than Start Network’s own, or with any other policy as may be identified in writing by Start Network, shall be taken as compliance with this sub-clause 4.3.1(e));

(f) comply with all laws applicable to the implementation of the Grant including, but not limited to, applicable Anti-Corruption Laws, the Modern Slavery Act 2015, the Safeguarding Vulnerable Groups Act 2006, the Terrorism Act 2000 and the Data Protection Laws or any similar statute;

(g) not do anything that could reasonably be expected to cause Start Network or the relevant Grant Custodian to be in breach of any of its obligations under any Donor Funding Agreement (such obligations to be notified to the Member in the form of the Additional Donor Requirements, set out in the relevant Award Letter or Start Network handbook or guidance);
(h) refrain from doing anything that could reasonably be expected to damage the reputation of the relevant Grant Custodian, Start Network or any other Member or bring the relevant Grant Custodian, Start Network or any other Member into disrepute;

(i) in addition to any requirements under this Agreement or any Award Letter, promptly comply in all respects with any Additional Donor Requirements and provide copies of any such information as may be reasonably requested by a Donor, the relevant Grant Custodian or Start Network to the relevant Donor, the relevant Grant Custodian or Start Network as soon as possible following such a request.

4.3.2 In addition to clause 4.3.1(d) above, the Member shall in particular:

(a) maintain and comply with an appropriate safeguarding policy in compliance with international standards on safeguarding and the prevention of sexual exploitation and abuse (as defined in the UN Secretary General’s Bulletin ST/SGB/2003/13);

(b) comply with the Charity Commission of England and Wales’ serious incident reporting regime, and that of any other applicable Safeguarding Body or regulator;

(c) in relation to any Serious Incident which arises in the context of a Project or otherwise in connection with Start Network (including in particular those relating to Safeguarding incidents or concerns) report the same to Start Network and to any Grant Custodian which has funded such Project as soon as reasonably practicable of learning of the incident or concern (or any more specific time period or provision in the relevant Handbook or Membership Policy), subject to Data Protection Laws; and

(d) not make a grant, directly or indirectly to fund any activities involving or for the benefit of any Restricted Party or in any manner that would reasonably be expected to result in the Member or Start Network being in breach of any Sanctions or becoming a Restricted Party.

4.3.3 Unless it is otherwise agreed in writing by the Start Network Board, the Member shall use reasonable endeavours to comply with:

(a) the International Aid Transparency Initiative standard;

(b) the “Core Humanitarian Standard on Quality and Accountability” published by CHS Alliance, Group URD;

(c) all other codes of conduct or similar documents or pledges referred to in the Membership Policy (in accordance with the provisions thereof).

4.3.4 When in receipt of a Grant the Member shall (and will procure that any relevant affiliates and Partners will) comply with the more onerous of:

(a) the Department for International Development’s standard procurement guidelines and the standard procurement guidelines of any relevant Donor;

(b) any variation thereto as the relevant Donor may have agreed with Start Network or Grant Custodian (as relevant) (including but not limited to any Additional Donor Requirements) which has been notified to the Member in writing; or
(c) its own procurement policies and procedures;

and shall retain and make available for inspection by the relevant Grant Custodian and/or Start Network on request evidence of such compliance, provided that the Member shall not use a Grant to purchase items of Operational Equipment. However, in the case that any capital asset is needed and purchased for a Project the Member will (subject to any relevant threshold set out in the Start Fund Handbook, or other relevant policy, handbook or Award Letter) report them in the Final Report.

4.3.5 For the avoidance of doubt, the Member shall be responsible for each of the following, where applicable, and acknowledges that neither Start Network nor the relevant Grant Custodian shall take on any responsibility or liability for the same:

(a) recruiting, paying and managing such employees and contractors as may be necessary in the performance of its obligations relating to any Project or under such Award Letter;

(b) paying government taxes and other statutory or mandatory charges, and for the avoidance of doubt, Grant funds may not be used to pay the same, unless otherwise agreed in writing by Start Network (in its absolute discretion, and only where such government taxes and other statutory or mandatory charges relate directly to a Project);

(c) obtaining and maintaining its own accreditation with the relevant national or regional (sub-national) authorities;

(d) owing a duty of care to its staff and being responsible for their health, safety, security of life, property and general wellbeing;

(e) obtaining the visas, permits and authorisations required for its own staff;

(f) obtaining and maintaining relevant and appropriate insurance policies; and

(g) putting in place adequate measures or precautions to ensure the safety and wellbeing of its staff, including: facilitating and/or providing appropriate health precautions; providing appropriate security, health and first aid training to its staff.

4.4 Sub Granting

4.4.1 The Member may also apply for a Grant on behalf of a Partner.

4.4.2 A Partner receiving a Grant through a sub grant from the Member must outline to the Member:

(a) previous programmatic relationships with the Member, if any, and the ability to undertake an emergency response programme;

(b) a commitment to working in accordance with the "Core Humanitarian Standard on Quality and Accountability" published by CHS Alliance, Group URD; and

(c) a commitment to the principles of accountability to beneficiaries.
4.4.3 Where the Member sub grants part or all of a Grant to a Partner (or any other individual or institution) it shall procure that such Partner (or other individual or institution) shall comply with the obligations outlined in:

(a) the relevant Award Letter (which shall include the relevant Grant Custodian’s requirements for Partners in receipt of sub-grants from Grants);

(b) clause 4.3 (Responsibilities of the Member);

(c) where applicable, clause 5 (Start Fund);

(d) clause 6 (Reporting, Records and Audit); and

(e) any Additional Donor Requirements, and shall provide copies of any such information as may be reasonably requested by a Donor, the relevant Grant Custodian or Start Network to the relevant Donor, the relevant Grant Custodian or Start Network as soon as possible following such a request.

4.4.4 The Member shall be liable to Start Network and/or the relevant Grant Custodian for any loss or liability arising from any act, default, omission or misconduct of that Partner or other party to which it sub-grants all or part of any Grant. The Member acknowledges that neither Start Network nor the relevant Grant Custodian has any direct recourse to such Partner and that the Member shall be responsible for the actions of the Partner.

4.5 Amendments To Projects

Amendments can, with the prior written consent of Start Network (if the relevant Grant is made by Start Network) or the relevant Grant Custodian (if the Grant is made by a Grant Custodian), be made to a Project if those amendments are based on the needs of the affected population or on coordinating work with other agencies. Any such amendments to the Project as set out in the grant application will need to be detailed in the Final Report.

5. Start Fund

5.1 Start Network agrees that the Member may apply to access the Start Fund, and the additional specific obligations between the parties relating to the operation of the Start Fund are set out in this clause 5.

5.2 Notwithstanding the Member’s obligations under clause 4.3.1(a), the Member agrees in particular to comply with the following provisions of the Start Fund Handbook:

5.2.1 Eligibility criteria: in order to be eligible to receive a Start Fund Grant (on its own behalf or on behalf of a Partner), the Member must meet each of the criteria set out in the Start Fund Handbook;

5.2.2 Applications: applications to the Start Fund must be made by the Member in accordance with the process set out in the Start Fund Handbook;

5.2.3 Project implementation: once in receipt of a Start Fund Grant, the Member must comply with the operational requirements set out in the Start Fund Handbook, including as to Project budget and permitted expenditure, and amendments to Projects. In particular, the Member acknowledges that, in the event that its Project expenditure exceeds the amount of a relevant
Start Fund Grant, the Member shall use its own funding sources to cover any shortfall and neither the relevant Grant Custodian, Start Network, nor any other Start Network Member has any obligation to transfer amounts in excess of the Start Fund Grant awarded;

5.3 The Member acknowledges that the Start Fund Handbook will be reviewed periodically by the Start Fund Committee (who have delegated authority from the Start Network Board to oversee the operations of the Start Fund) acting pursuant to the terms of any relevant Grant Custodian Agreement. Start Network agrees that it shall inform or procure that the Start Fund Committee shall inform all Start Network Members of any amendment to the Start Fund Handbook as soon as reasonably practicable after any amendment is made.

5.4 The Member acknowledges that notwithstanding the provisions of clause 4.2.2(b), should Start Network or any Grant Custodian make payment of any Start Fund Grant before receipt of an Award Letter signed by the Member, the Award Letter must nonetheless be signed by the Member and returned to the Grant Custodian within three days of the Member’s receipt of the Award Letter from the Grant Custodian, and, if the Member does not return the signed Award Letter within such timeframe, the relevant Grant Custodian may require the Member to return the Start Fund Grant to it, and the Member shall comply within 5 business days of any such written requirement to do so.

5.5 Each Award Letter may be terminated by Start Network or the relevant Grant Custodian in accordance with the terms of the Award Letter. For the avoidance of doubt, unless otherwise expelled under the terms of this Agreement, where an Award Letter is terminated, such termination shall not prevent the Member continuing to be a Start Network Member unless expressly so determined in accordance with the Articles.

6. **Reporting, Records and Audit**

6.1 The Member shall provide such information in such form and at such times as may reasonably be required by Start Network or the relevant Grant Custodian, in respect of any Grant in order to enable Start Network and/or the relevant Grant Custodian to fulfil its reporting obligations to Donors or otherwise under any Grant Custodian Agreement.

6.2 Subject to any Funding Programme specific requirements, in relation to any Grant:

6.2.1 The Member must submit a Final Report in relation to each and any Project for which it receives a Grant to the relevant Grant Custodian (with a copy to Start Network on request) or Start Network (as applicable), in accordance with the timeline set out by Start Network in the relevant handbook or guidance, or by such earlier date as may be required by the relevant Grant Custodian or Start Network (as applicable) or any Additional Donor Requirements (as notified to that Member in the Award Letter). All Final Reports should be based on actual expenditure rather than accruals.

6.2.2 Within a reasonable time of Start Network or any relevant Grant Custodian making such a request, the Member must make available to such Party any supporting information evidencing how it has complied with this Agreement and/or any related document.

6.2.3 Regardless of whether or not the full amount of a Grant has been used, the Final Report must specify the achievements of the Project and any relevant expenditure up to the date of the Final Report. Any part of a given Grant that is not spent prior to the completion or conclusion of a Project must be recorded as unspent funds.
6.3 The Member shall inform Start Network of any material breach of this Agreement, and shall inform both Start Network and the relevant Grant Custodian (if the relevant Grant is made by a Grant Custodian) of any material breach of any Award Letter, in each case as soon as reasonably practicable and in any event within 48 hours of the Member learning of such breach.

6.4 Start Network shall supply, at the cost of the Member, any information reasonably required by the Member for the purposes of managing its tax affairs or audit or evaluation requirements as soon as reasonably practicable following any reasonable request by the Member.

6.4.1 The Member will, if requested to do so by Start Network or the relevant Grant Custodian and/or following notice from a Donor and/or if required under any Additional Donor Requirements, on reasonable notice comply with any audit requirements of a Donor including, but not limited to, allowing audit officers or anyone reasonably nominated by a Donor to, under the supervision of a Member representative:

(a) review the accounting systems in place for the administration of any relevant Grants;

(b) inspect the books and accounts relating to any relevant Projects; and

(c) carry out examinations into the economy, efficiency and effectiveness with which the Members have used any relevant Grants for the purposes of a Project.

6.4.2 Upon giving reasonable written notice to the Member, Start Network and/or the relevant Grant Custodian may, including where so required by a Donor or the Start Network Board, carry out an audit at its own expense of the Member or any Partner in relation to a Grant. The audit will be undertaken by either an employee of Start Network or the relevant Grant Custodian, or an external audit firm appointed by Start Network or the relevant Grant Custodian.

7. **Intellectual Property, Communications and Branding**

7.1 This Agreement does not transfer any ownership rights in Intellectual Property owned by, licensed to or otherwise controlled by either Party prior to the date of this Agreement.

7.2 Any Intellectual Property developed or created by Start Network in connection with this Agreement shall be owned by Start Network.

7.3 Subject to clause 7.1 and to the provisions of any relevant Funding Agreement, the Parties agree that Start Network shall own all rights, title and interest in any Intellectual Property (including for the avoidance of doubt any reports, frameworks, knowhow, and related goodwill) which is developed or created by the Member using the Start Network brand or any Grant (excluding the Member’s own branding and logo and derivatives thereof, and materials created for its governance, regulatory or Donor reporting purposes) (the “Assigned Rights”), for the full duration of such rights, wherever in the world enforceable. The Member agrees to execute (and, to the extent necessary, procure that any of its personnel execute) all documents and assignments and do (and, to the extent necessary, procure that any of its personnel do) all such things as may be reasonably necessary to perfect Start Network's title to the Assigned Rights or to register Start Network as owner of such registrable rights.
7.4 Start Network grants the Member a non-exclusive, worldwide, royalty free licence to use Start Network’s Intellectual Property in any materials provided by Start Network for use of the Member solely in connection with the Member’s obligations and activities arising under this Agreement or otherwise for the purpose that the materials were provided to the Member, and in order to demonstrate the Member’s membership of Start Network, provided in each case that the Member shall only use such Intellectual Property to the extent necessary and in a way which does not damage or conflict with, or threaten to damage or conflict with, the good name and reputation of Start Network and which is consistent with the charitable objects of Start Network.

7.5 The Member shall use reasonable endeavours to comply with Start Network Brand Policy and any other communication and public relations strategy agreed by Start Network, in consultation with Members.

7.6 The Member grants Start Network a non-exclusive, worldwide, royalty free licence to use its name, branding, logo and any derivatives thereof in connection with its obligations and activities under this Agreement (including in Start Network’s publications and communications in relation to the Member’s membership of Start Network and the Member’s operation of any Projects), provided that Start Network shall only use such name, branding, logo or any derivatives thereof in a way which does not damage or conflict with, or threaten to damage or conflict with, the good name and reputation of the Member and which is consistent with the charitable objects of the Member.

7.7 Each Party shall immediately give written notice to the other Party of any actual, threatened or suspected infringement of any party’s Intellectual Property used in connection with this Agreement of which it becomes aware.

8. Previous Agreements

It is intended that the Consortium Agreement and the Start Fund Agreement will each be terminated with effect from the date of this Agreement.

9. Dispute Resolution

9.1 Where a dispute between the Member and Start Network or any other Start Network Member (the “Disputing Parties”) arises out of this Agreement, directly or indirectly, they shall take all reasonable steps to resolve it by negotiation between the relevant Senior Representatives.

9.2 If the dispute is not resolved by negotiation in accordance with clause 9.1 then each Disputing Party shall appoint a “Dispute Resolution Representative” who must be the Chief Executive Officer (or functionally equivalent official) of the Disputing Party or another person appointed by the Chief Executive Officer (or functionally equivalent official) of the Disputing Party. The Dispute Resolution Representative must have authority to bind the Disputing Party that appointed him or her in matters relating to the dispute.

9.3 A meeting or telephone call shall be arranged between the Dispute Resolution Representatives of the Disputing Parties. The Dispute Resolution Representatives shall endeavour to resolve the dispute by negotiation.
9.4 Each Disputing Party may at its own discretion terminate the appointment of its Dispute Resolution Representative and appoint another in his or her place.

9.5 The Disputing Parties shall, in the course of negotiation between the Dispute Resolution Representatives, be entitled to send in writing a letter addressed to the Chief Executive Officer of Start Network and the chair of the Start Network Board, who shall respond within 14 Business Days, in accordance with the Membership Policy.

9.6 If the dispute is not resolved by negotiation in accordance with clauses 9.1 to 9.5 above, the Dispute Resolution Representatives shall bring the dispute to the chair of the Start Network Board or (if such chair is associated or affiliated with either of the Disputing Parties) the vice chair of the Start Network Board, and such chair or vice chair (as applicable) shall serve as a mediator in further negotiations between the Dispute Resolution Representatives.

9.7 If the dispute is not resolved by negotiation or mediation in accordance with clauses 9.1 to 9.5 and clause 9.6 above one Disputing Party may give notice in writing to the other Disputing Party or Parties of its intention to initiate arbitration under the London Court of International Arbitration Rules, which are deemed to be incorporated by reference to this clause. The number of arbitrators shall be three. The seat or legal place of arbitration shall be London. The language to be used in arbitration shall be English.

9.8 Unless otherwise agreed in writing, the Disputing Parties agree not to commence any court proceedings in relation to the dispute until they have attempted to settle the dispute by arbitration and that arbitration has either terminated or failed. Provided that the Disputing Parties reserve all their respective rights in the event that no agreed resolution shall be reached by arbitration and no Disputing Party shall be deemed to be, precluded from taking such interim formal steps as may be considered necessary to protect such Disputing Party's position while the arbitration procedure is pending or continuing.

10. Confidentiality

10.1 Any information shared by a Party in connection with this Agreement and identified and marked as confidential by that Party or which ought to be considered as confidential at the time of disclosure shall be kept confidential by the recipient Party and shall not be disclosed by them to any third party except:

10.1.1 as required by law or regulation, required or requested (with authority to compel disclosure) by any competent judicial, governmental, supervisory or regulatory body, or in respect of legal proceedings;

10.1.2 to a Start Network Member, its affiliates and their respective directors, officers, employees, agents and professional advisors for the sole purpose of carrying out this Agreement; in the case of any such disclosure, the disclosing Party shall mark the disclosed information as confidential at the time of disclosure, and shall procure that the recipient of the confidential information shall agree to obligations equivalent to those set out in this clause 10.1; and

10.1.3 to a Grant Custodian, its affiliates and their respective directors, officers, employees, agents and professional advisors for the sole purpose of carrying out this Agreement; in the case of any such disclosure, the disclosing Party shall mark the disclosed information
as confidential at the time of disclosure, and shall procure that the recipient of the confidential information shall agree to obligations equivalent to those set out in this clause 10.1.

10.2 Each Party shall take appropriate steps to ensure that its employees, agents and affiliated companies or associates comply with any confidentiality requirements specified in this Agreement.

11. **Data Protection**

11.1 The Parties acknowledge that, for the purposes of the Data Protection Laws, they are independent controllers of Protected Data shared or otherwise processed in furtherance of this Agreement.

11.2 The Parties shall take reasonable steps to ensure that their Protected Data processing activities carried out in connection with this Agreement are compliant with their applicable obligations under Data Protection Laws and will remain compliant with applicable Data Protection Laws during the term of this Agreement.

11.3 Both Parties warrant and undertake that they will not intentionally, negligently or recklessly take any action, or omit to take any action, which would be likely to result in the other Party or the Grant Custodian contravening their obligations under Data Protection Laws.

11.4 Before disclosing Protected Data to Start Network or the Grant Custodian under this Agreement, the Member shall:

11.4.1 identify and validly rely on a lawful basis under Data Protection Laws (if required) for such disclosure; and

11.4.2 provide relevant data subjects with a privacy notice (in accordance with Data Protection Laws where required) explaining the disclosure and giving data subjects sufficient information in order to obtain a copy of Start Network’s or the Grant Custodian’s then current privacy notice.

11.5 The Member shall promptly provide evidence of its compliance with the obligation in clause 11.4 above on request from Start Network.

11.6 In the event that a data subject who has rights in Protected Data makes a request (as permitted under Articles 15-22 GDPR) to Start Network or the Member respecting Protected Data disclosed under this Agreement or makes a complaint about such data, then:

11.6.1 the Party receiving the request or complaint shall notify the other Party and the Grant Custodian (as necessary); and

11.6.2 the Parties and the Grant Custodian shall cooperate in good faith where reasonably required to ensure that such a request or complaint is responded to and/or complied with within a period stipulated by Data Protection Laws or, if there is no such period stipulated by the Data Protection Laws, within a reasonable period.

11.7 In the event that either Party becomes aware that Protected Data processed by it, or on its behalf, in furtherance of this Agreement is subject to a Personal Data Breach (whether actual, suspected or threatened) that it considers (a) must be notified to the Information Commissioner’s Office (or another EU data protection authority) and/or affected data subjects
or (b) is otherwise reasonably likely to affect the other Party's or the Grant Custodian's compliance with the Data Protection Laws or Protected Data processing practices, the Party that became aware of the Personal Data Breach shall without undue delay and as soon as practicable after becoming aware of the Personal Data Breach, notify the other Party or the Grant Custodian (as necessary) in writing of the Personal Data Breach. Where a Party or the Grant Custodian has been notified of a Personal Data Breach under this clause, the Parties shall work together in good faith to mitigate any risks to data subjects, notify data protection authorities or other regulators (where relevant), notify affected data subjects (where applicable) and to reduce the likelihood of reputational damage to each other or the Grant Custodian.

11.8 Without prejudice to clauses 8, 9 and 11.1, in the event that any investigation is instigated or enforcement action is brought by any data protection authority or in the event that a claim is brought by a data subject for contravention of Data Protection Laws against either or both of the Parties, in both instances relating to the processing of Protected Data in pursuance of this Agreement, the Parties will promptly inform each other about any such investigation, enforcement action or claim, and will co-operate in good faith with a view to resolving it in a timely fashion.

11.8.1 The Member further warrants that where Member’s collection and/or use of any data (including Protected Data) requires Start Network to take any action under Data Protection Laws, the Member will promptly notify Start Network in writing of (i) the action required to be taken and (ii) the legal basis for such action being required to be taken. Upon receipt of such notification, Start Network shall cooperate in good faith and take reasonable measures to take the requested action, subject to compliance with applicable law, including the Data Protection Law. Absent such notification, Start Network is not obliged to take any other action pursuant to such laws.

12. Force Majeure

12.1 If any Party is prevented from or delayed in performing any of its obligations under this Agreement by a Force Majeure Event then:

12.2 That Party's obligations under this Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that that party is so prevented or delayed provided that:

12.2.1 as soon as reasonably possible: after the commencement of the Force Majeure Event, that Party shall notify Start Network in writing of the date of commencement of the Force Majeure Event and the effect of the Force Majeure Event on its ability to perform its obligations under this Agreement;

12.2.2 if a Party fails to give the notice referred to in clause 12.2.1 it shall forfeit its rights under clause 12.2;

12.2.3 that Party shall use all reasonable endeavours to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement; and

12.2.4 that Party shall as soon as reasonably possible notify Start Network in writing if the Force Majeure Event ceases and shall immediately resume performance of its obligations under this Agreement.
13. **Termination of Membership**

13.1 The Member acknowledges that the Start Network Board may expel the Member from its position as a Start Network Member in accordance with the Articles.

13.2 The Member acknowledges that:

13.2.1 any of the criteria for expulsion or suspension of membership set out in the Membership Policy; and

13.2.2 any of the following:

(a) the Member commits a material breach of this Agreement or any Award Letter and fails to remedy such breach, to the satisfaction of Start Network (acting reasonably), within 21 days of such breach occurring;

(b) the Member commits a material breach of the provisions of the Articles and/or Bye-Laws of Start Network or any collaborative arrangements approved by the Start Network Board in accordance with the Bye-Laws;

(c) the Member ceases to fulfil any of the Membership Criteria;

(d) the Member ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

(e) the Member becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due, or it suffers any equivalent act in any jurisdiction to which it is subject;

(f) an event or occurrence in a Project is established as attributable to the Member that in the reasonable opinion of the Start Network Board would be reasonably likely to cause a Grant Custodian to be in breach of (A) any of its obligations under any Donor Funding Agreement or Grant Custodian Agreement and/or (B) any Additional Donor Requirements; or

(g) the occurrence of an event or action reported to be related to or to have been caused by the Member or any director, employee or agent of the Member (the "Representatives"), even if the member or any of the Representatives is found not to have been related to or caused such event or action, and which, in the reasonable opinion of the Start Network Board, would be reasonably likely to be prejudicial to the reputation, goodwill or material relationships (including relationships with Donors) of Start Network, the Grant Custodian, the Donors or any other Start Network Member. Such event or action may include, but shall not be limited to, matters relating to criminal activity, regulatory breaches, corporate governance, ethics, safety, security, safeguarding, sustainability, quality or innovation;

shall be deemed to be harmful to the interests of Start Network for the purposes of the Article 29, and accordingly may be grounds for the trustees of Start Network to expel the Member in accordance with that Article.
14. **Consequences of Termination of Membership**

14.1 In the event that the Member notifies the Start Network Board of its intention to withdraw from Start Network pursuant to the Articles, or the Start Network Board expels the Member pursuant to the Articles, the Start Network Board shall notify the member in question (the "Departing Member") of the terms on which it may withdraw. These may include requirements:

14.2 to return, refund or transfer to Start Network or to the relevant Grant Custodian, all unspent and uncommitted monies, unused materials and any unused equipment received in relation to Start Network and its activities;

14.3 to provide expenditure reports up to the date of withdrawal and to provide such supporting documents as the Start Network Board may reasonably require in order to ensure accountability for the funding received from Start Network or any Grant Custodian;

14.4 to provide access to such records and information as may be needed and to co-operate with other members for the remaining members to either close down or continue the Projects and/or activities carried out by the Departing Member in relation to Start Network; and

14.5 any other requirements set forth in any applicable Award Letter.

15. **Termination of this Agreement**

15.1 This Agreement may be terminated:

15.1.1 forthwith, if the Member ceases to be a Start Network Member in accordance with Article 29 of the Articles, the Membership Policy or otherwise in accordance with this Agreement; and

15.1.2 by the Member if it intends to withdraw in accordance with Article 29.2.3 of the Articles, on the expiry of three months' written notice given by the Member to Start Network.

15.2 If this Agreement is terminated:

15.2.1 the Member shall take reasonable steps to avoid incurring further expenditure in relation to Start Network and its activities and, unless otherwise agreed by a Grant Custodian, must return any unspent and eligible uncommitted funds (including any interest received thereon, if any) to that Grant Custodian within one month of receipt of notice of termination;

15.2.2 the Member shall, where applicable, comply with clause 14 and any additional relevant provisions of the Articles or Bye-Laws which may be in force at the time of termination;

15.3 Clauses 1 (Definitions and Interpretation), 6 (Reporting, Records and Audit), 7 (Intellectual Property, Communications and Branding), 8 (Previous Agreements), 9 (Dispute Resolution), 10 (Confidentiality), 11 (Data Protection), 12 (Force Majure), 13 (Termination of Membership), 14 (Consequences of Termination of Membership), 15 (Termination of this Agreement), 17 (Notice), 19 (Miscellaneous), 21 (Variation) and 22 (Governing Law), shall remain in full force and effect notwithstanding the termination of this Agreement.
16. **Assignment or Novation of this Agreement**

The Member shall not, without the prior written consent of Start Network, acting by the Start Network Board, (such consent not to be unreasonably withheld), be permitted to assign or novate this Agreement.

17. **Notice**

Any notices shall be in writing and shall either be delivered personally, sent by first class prepaid post to the address stated in this Agreement or to such other address as may be supplied by a Party, or (save in the case of service of proceedings, which may only be served by first class prepaid post) sent by facsimile transmission or emailed (to such number or email address as has been notified in writing by a Party to the other Party) and shall be deemed duly served and delivered as follows:

17.1 In the case of a notice delivered personally, at the time of delivery;

17.2 In the case of a notice sent by first class prepaid post, on the second Business Day after the date of dispatch;

17.3 In the case of a facsimile transmission or email:

17.3.1 if sent during normal business hours (being 9am to 5pm) on a Business Day, then at the time of transmission;

17.3.2 if sent outside normal business hours then on the first Business Day after the date of transmission.

18. **Third Party Rights**

18.1 Unless expressly provided to the contrary in this Agreement, a person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any of its terms.

18.2 Notwithstanding any term of this Agreement, the consent of any person who is not a Party to this Agreement is not required to rescind or vary this Agreement at any time.

19. **Miscellaneous**

19.1 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

19.2 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Member and any Grant Custodian, Start Network, or any other Start Network Member, and none of the same shall have authority to act in the name or on behalf of or otherwise to bind any of the others in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) except as otherwise provided in this Agreement.

19.3 This Agreement and any Award Letters shall constitute the whole agreement between the Parties relating to this subject matter and supersedes and extinguishes any prior drafts,
agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

19.4 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, it shall not affect the other provisions of this Agreement which shall remain in full force and effect.

20. **Counterparts**

This Agreement may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart, when executed and delivered, shall be an original, but all counterparts together shall constitute one and the same instrument. No counterpart shall be effective until each Party has executed at least one counterpart. Delivery of a counterpart of this letter by email attachment or telecopy shall be an effective mode of delivery.

21. **Variation**

No variation or purported variation to this Agreement shall be effective unless the same is made in writing and signed by each Party.

22. **Governing Law**

This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the Parties submit themselves to the exclusive jurisdiction of the courts of England and Wales.

**SIGNED by**

Suzanne Lyne

**Chief Finance & Operations Officer**

5/30/2020
SIGNED by

Isidore KALIMIRA CIHIMBIRE

Coordinateur

for and on behalf of

MIDEFEHOPS Asbl

Date 5/30/2020
Schedule 1 - Grant Custodian Award Letter

Award Letter

This agreement (the “Award Letter”) is entered into between [name of recipient Member] (the “Member”) and [name of Grant Custodian] (the “Grant Custodian”) and forms a legally enforceable agreement between those parties.

Unless otherwise defined, capitalized terms used in this Award Letter shall have the same meaning as in the Network Membership Agreement between Start Network and the Member.

Allocation Summary

The Grant Custodian shall make the following payment (the “Grant”) to such account of the Member as notified in writing by or on behalf of Start Network within 24 hours of receipt of funding authorisation from or on behalf of Start Network (provided that if that 24 hour period includes a day that is not a business day, the remainder of the period will carry into the next business day):

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<td>Start Date</td>
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<td>End Date</td>
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<td>Unique award number</td>
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Grant Terms and Conditions

By entering into this Award Letter, each party confirms that it will comply fully with the Grant Terms and Conditions, included at Annex A overleaf.

Communications

For the purpose of this agreement the following persons shall be responsible for liaison:

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<th>For the Grant Custodian</th>
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<th>For the Member</th>
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<td>[___]</td>
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Any amendments to the persons responsible should be advised to the other parties without delay. On receipt of this award letter, the Member should sign, scan and email to: [RELEVANT PROGRAMME EMAIL ADDRESS TO BE INSERTED]

<table>
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<tr>
<th>Executed by [GRANT CUSTODIAN NAME], acting by:</th>
<th>Executed by [MEMBER], acting by:</th>
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<td>Director/Authorised: __________________</td>
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<td>Signatory: __________________________</td>
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Annex A: Grant Terms and Conditions

1. **Purpose**

1.1 The purpose of the Grant is to deliver the Project set out in the approved application, and the Grant shall not be used for any other purpose without the prior written consent of the Grant Custodian.

2. **Compliance with Other Agreements**

2.1 The parties understand and agree that the Grant Custodian shall undertake all formal correspondence with any Donors in relation to that Donor Funding Agreement.

2.2 The Grant Custodian warrants that it is in full compliance and confirms that it shall comply with its obligations under the Grant Custodian Agreement between it and Start Network.

2.3 The Member warrants that it meets the eligibility criteria detailed in the Membership Policy to receive funds in its capacity as Member.

2.4 The Member warrants that it is in full compliance and confirms that it shall comply with its obligations under the Network Membership Agreement between it and Start Network, and in particular the Member agrees and warrants to the Grant Custodian that it shall:

   (a) comply with clause 3, of the Network Membership Agreement which sets out the Member’s obligations relating to the [INSERT NAME OF FUNDING PROGRAMME] (the “Fund”);

   (b) comply with the relevant Handbook in respect of the Fund maintained by the Grant Custodian from time to time;

   (c) procure the compliance of any Partner to whom it sub-grants any amount of the Grant with the relevant provisions of the Network Membership Agreement and this Award Letter;

   (d) submit a Final Report (as defined in the Network Membership Agreement) to the Grant Custodian in the timeframe set out the Handbook in respect of the Fund, as well as comply with the other reporting requirements set out therein;

   (e) provide to the Grant Custodian the information set out in the Network Membership Agreement including any information in whatever form and at such times as reasonably required by the Grant Custodian to fulfil its reporting obligations to a relevant Donor or regulator; and

   (f) comply with such reasonable audit requirements as are notified to the Member by the Grant Custodian.

2.4.2 The Grant Custodian shall have direct legal recourse and the right to pursue a claim against the Member in respect of any breach of this Award Letter and/or any breach of any obligation expressed to be owed by the Member to the Grant Custodian under the Network Membership Agreement, as if those obligations were set out in this Award Letter.
3. **Obligations of the Member**

3.1 The Member agrees and warrants to the Grant Custodian that it shall comply with the Grant Custodian’s applicable policies, guidelines and handbooks (including in particular its safeguarding policy, anti-terrorism policy and anti-bribery and corruption policy) as provided to the Member by the Grant Custodian on reasonable notice.

3.2 The Member agrees to comply with the Additional Donor Requirements set out in the annex to this Letter (and any set out in the relevant Handbook). In the event of any discrepancy between this agreement and the Donor Funding Agreement, the latter will prevail. [Note: any relevant Annexes to be added and any further specific obligations on the Member, required by the Grant Custodian or Donor, to be added here]

4. **Return of Grant**

4.1 Should any part of the Grant remain unspent after acceptance of the Final Report, the Member shall return such unspent monies to the Grant Custodian, together with any interest accrued by the Member, within 14 days of the Grant Custodian’s acceptance of the Final Report, unless the Grant Custodian agrees otherwise in writing.

4.2 The Grant Custodian may, in its sole discretion, withhold or require the return of some or all of the Grant monies which have not been properly spent or irrevocably committed, by providing the Member with 7 days’ notice if:

4.2.1 the Member has not, in the Grant Custodian’s reasonable opinion, made reasonable progress with the delivery of the Project (including if the delivery of the Project does not start within 7 days of the date of this Award Letter) and the Member has failed to provide the Grant Custodian with a reasonable explanation for the lack of progress;

4.2.2 the Member is, in the Grant Custodian’s reasonable opinion, delivering the Project in a negligent manner or without due regard to the safeguarding, as defined in the Charity Commission of England and Wales’ guidance from time to time and referred to herein as “Safeguarding”, of the Project beneficiaries;

4.2.3 the Member’s delivery of the Project results in a Safeguarding incident which is reportable as a serious incident to the Charity Commission of England and Wales in accordance with its guidance, and the Member fails to report this to the Grant Custodian and/ or otherwise fails to deal with the incident in accordance with Start Network’s safeguarding policy;

4.2.4 the Member does not comply in all material respects with this Award Letter, including in particular if the Grant has not been used for the purpose set out herein or the Member materially breaches the Network Membership Agreement (pursuant to Condition 2.4 above);

4.2.5 the Member ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

4.2.6 the Member becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due, or it suffers any equivalent act in any jurisdiction to which it is subject;
4.2.7 if the Grant Custodian reasonably believes that the Project represents an unacceptable threat to the safety or security of staff, contractors, beneficiaries or others connected to Start Network or the Grant Custodian.; or

4.2.8 if required to do so under the terms of any Donor Funding Agreement.

5. Warranties

The Member warrants, undertakes and agrees that:

5.1 there has been no material change in its position or ability to carry out the Project since Start Network conducted due diligence on it as part of its membership of Start Network, and agrees promptly to inform the Grant Custodian of any such material change; and

5.2 it is aware of and will comply with its obligations under relevant counter terrorist financing legislation, and will take reasonable and proportionate steps to ensure that it does not employ individuals or contribute funds made available under this Award Letter to organisations or individuals associated with terrorism (including those that are found on any terrorist-related list promulgated by the UK Home Office, the U.S. Government, the United Nations, the World Bank, or the European Union).

6. Force Majeure

Subject to any Donor Funding Agreement, no party shall be in breach of this Award Letter, nor liable for any delay or failure to perform any of its obligations under this Award Letter if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall take reasonable efforts to mitigate the effects of such circumstances, but shall be entitled to a reasonable extension of the time for performing its obligations, in consultation with the other parties.

7. Intellectual Property

7.1 This Award Letter does not transfer any ownership rights in any party's intellectual property rights owned by, licensed to or otherwise controlled by either Party prior to the date of this Award Letter.

7.2 Subject to Condition 7.1 and the provisions of any Donor Funding Agreements, each of the Member and the Grant Custodian grants to the other, and the Member authorises the Grant Custodian to grant to relevant Donors, a non-exclusive, worldwide, royalty free licence to use its brand, logo and related trademarks, and any information, know-how or intellectual property arising or created using the Grant (the “Intellectual Property”) to the extent necessary in connection with its obligations and activities under this Award Letter, provided that in each case the licensee shall only use the Intellectual Property in a way which does not damage or conflict with, or threaten to damage or conflict with, the good name and reputation of the licensing party and which is consistent with the charitable objects (where applicable) of the licensing party.

7.3 Each Party shall immediately give written notice to the other Party of any actual, threatened or suspected infringement of any party's Intellectual Property used in connection with this Award Letter of which it becomes aware.
8. Confidentiality

8.1 Any information shared by a Party in connection with this Award Letter and identified and marked as confidential by that party or which ought to be considered as confidential at the time of disclosure shall be kept confidential by the recipient party and shall not be disclosed by them to any third party except:

8.1.1 to the extent reasonably required to comply with the provisions of any Donor Funding Agreement;

8.1.2 as required by law or regulation, required or requested (with authority to compel disclosure) by any competent judicial, governmental, supervisory or regulatory body, or in respect of legal proceedings; or

8.1.3 to its directors, officers, employees, agents and professional advisors, and its affiliates and their respective directors, officers, employees, agents and professional advisors for the sole purpose of carrying out this Award Letter; in the case of any such disclosure, the disclosing party shall mark the disclosed information as confidential at the time of disclosure, and shall procure that the recipient of the confidential information shall agree to obligations equivalent to those set out in this Condition 8.1. This Condition shall survive termination of this Award Letter.

9. Data Protection

9.1 To the extent that the parties share or otherwise process Protected Data in furtherance of this Award Letter, the following provisions shall apply:

9.2 The parties acknowledge that, for the purposes of the Data Protection Laws, they are independent controllers of Protected Data shared or otherwise processed in furtherance of this Award Letter.

9.3 The parties shall ensure that their Protected Data processing activities carried out in furtherance of this Award Letter are compliant with their applicable obligations under the Data Protection Laws.

9.4 No party shall intentionally, recklessly or negligently take any action, or omit to take any action, which would be likely to result in another party contravening its obligations under the Data Protection Laws.

9.5 Before disclosing Protected Data to the Grant Custodian under this Award Letter, the Member shall:

9.5.1 identify and validly rely on a lawful basis under Data Protection Laws (if required) for such disclosure; and

9.5.2 provide relevant data subjects with a privacy notice (in accordance with Data Protection Laws where required) explaining the disclosure and giving data subjects sufficient information in order to obtain a copy of the Grant Custodian’s then current privacy notice.

9.6 In the event that a data subject who has rights in Protected Data makes a request (as permitted under Articles 15-22 GDPR) to a party respecting Protected Data shared or processed in furtherance of this Award Letter, or makes a complaint about such Protected
However, should the Receiving Party reasonably require the assistance of any or both of the other parties to respond to and/or investigate and/or comply with such a request or complaint, then:

9.7.1 the Receiving Party shall notify the other party/parties (as relevant); and

9.7.2 the parties shall cooperate in good faith where reasonably required to ensure that such a request or complaint is adequately responded to and/or complied with within a period stipulated by the Data Protection Laws or, if there is no such period stipulated by the Data Protection Laws, within a reasonable period.

9.8 In the event that either party becomes aware that Protected Data processed by it, or on its behalf, in furtherance of this Award Letter is subject to a Personal Data Breach (whether actual, suspected or threatened) that it considers (a) must be notified to the Information Commissioner’s Office (or another EU data protection authority) and/or affected data subjects, or (b) is otherwise reasonably likely to affect another Party’s compliance with the Data Protection Laws or Protected Data processing practices, the party that became aware of the Personal Data Breach shall without undue delay and as soon as practicable after becoming aware of the Personal Data Breach, notify the other parties in writing of the Personal Data Breach. Where a party has been / the parties have been notified of a Personal Data Breach under this clause, the parties shall work together in good faith to mitigate any risks to data subjects, notify data protection authorities or other regulators (where relevant), notify affected data subjects (where applicable) and reduce the likelihood of reputational damage to each other.

9.9 Without prejudice to Condition 9.2 and Condition 13, in the event that any investigation is instigated or enforcement action is brought by any data protection authority or in the event that a claim is brought by a data subject for contravention of the Data Protection Laws against any or all of the parties, in both instances relating to the processing of Protected Data in furtherance of this Award Letter, the parties will promptly inform each other about any such investigation, enforcement action or claim, and will co-operate in good faith with a view to resolving it in a timely fashion.

9.10 Where, in pursuance of its obligations under this Award Letter and/or the Network Membership Agreement, a party transfers Protected Data outside the European Economic Area (“EEA”) or, after the UK has left the EU and the GDPR ceases to have effect in the UK, outside the UK, or to an international organisation, that party shall comply with its applicable obligations under the Data Protection Laws (including the UK implementation of the GDPR). In particular, where Protected Data is transferred from the EEA (or, once the UK has left the EU and the GDPR ceases to have effect in the UK, from the UK) to a recipient outside any of the jurisdictions listed in Condition 9.10, the transferring party shall ensure that it enters into a written agreement with the recipient containing the Conditions contained in Annex B to this Award Letter.

9.11 For the purposes of Condition 9.10, the relevant jurisdictions are: Andorra; Argentina; Canada (only where the recipient is a commercial organisation); Faroe Islands; Guernsey; Israel, Isle of Man; Japan; Jersey; New Zealand; Switzerland and Uruguay.

10. Assignment, Transfer and Sub-Grants

10.1 This Award Letter may not be assigned, transferred, sub-contracted, or in any other way made over to any third party the benefit and/or the burden of this Letter and the Member may not,
except as contemplated in the approved application and in accordance with the Donor Funding Agreement, sub-grant, transfer or pay to any other person any part of the Grant.

10.2 Where the Member sub-grants part or all of the Grant, it shall procure that such sub-grantee (or other individual or institution) shall comply (as if such sub-grantee was a Member and party to the relevant documents) with the obligations outlined in:

10.2.1 this Award Letter;

10.2.2 clause 4.3 (Responsibilities of the Member) of the Network Membership Agreement;

10.2.3 where applicable, clause 5 (Start Fund) of the Network Membership Agreement;

10.2.4 clause 6 (Reporting, Records and Audit) of the Network Membership Agreement; and

10.2.5 any Additional Donor Requirements, and shall provide copies of any such information as may be reasonably requested by a Donor or the relevant Grant Custodian to the relevant Donor or the relevant Grant Custodian as soon as possible following such a request.

10.3 The Member shall be liable to the Grant Custodian for any loss or liability arising from any act, default, omission or misconduct of that sub-grantee. The Member acknowledges that the relevant Grant Custodian has no direct recourse to such sub-grantee and that the Member shall be responsible for the actions of such sub-grantee and accordingly the Member shall indemnify the Grant Custodian in full in respect of any non-compliance or breach by the sub-grantee.

11. Indemnity

11.1 The liability of the Grant Custodian under this Letter shall be limited to the payment of the Grant and the Grant Custodian shall not to any extent be responsible or liable, financially and otherwise, for any liabilities, expenditure, claims, demands, actions, costs, expenses, losses and damages arising out of or in relation to the Project, any use of the Grant, or any non-payment of the Grant on any due date.

11.2 Subject to Condition 11.3 and Condition 11.4 below, the Member:

11.2.1 acknowledges that the Grant Custodian shall have no liability for any loss, liability or cost incurred by the Member under or in connection this Award Letter; and

11.2.2 shall indemnify the Grant Custodian against each loss, liability and cost arising as a result of a claim brought by a third party or the Start Network against the Grant Custodian as a result of the Grant Custodian making the Grant to the Member.

11.3 Condition 11.2 above shall not apply to any loss, liability or cost which arises as a result of either:

11.3.1 an act or omission of the Grant Custodian; or

11.3.2 the fraudulent act, wilful default or negligence of the Grant Custodian; or
11.3.3 the failure of the Grant Custodian to comply with its obligations under this Award Letter, the Network Membership Agreement or any Donor Funding Agreement (except where the failure is caused by an act or omission of the Member or a sub-grantee of the Member).

11.4 Where the Grant Custodian wishes to rely on any indemnity under this Letter, the Grant Custodian must:

11.4.1 notify the Member immediately of the matter (stating in reasonable detail the nature of the matter and, if practicable, the amount claimed) and consult with the Member with respect to the matter (if the matter has become the subject of court or other judicial proceedings the Grant Custodian must notify the Member within sufficient time to enable the Member to contest the proceedings before final judgment);

11.4.2 take any action and institute and conduct any proceedings required by the Member in accordance with its requirements, and give any further information and assistance that the Member may reasonably request, and the Grant Custodian may reasonably be able to provide, to:

(a) dispute, resist, appeal, compromise, defend, remedy or mitigate the matter; o

(b) enforce against a person (other than the Member) the Grant Custodian’s rights in relation to the matter;

11.4.3 in connection with proceedings related to the matter (other than against the Member) use advisers chosen by the Member and, if the Member requests, allow the Member the exclusive conduct of the proceeding; and

11.4.4 not admit liability in respect of, or settle or prejudice in any way, the matter without first obtaining the Member’s written consent.

12. Termination

12.1 The Grant Custodian may terminate this Award Letter and any Grant payments with immediate effect if:

12.1.1 acting reasonably and where required to do so pursuant to, or in order for Start Network or the Grant Custodian to meet its obligations under, any Grant Custodian Agreement or pursuant to any Donor Funding Agreement (in each case, which relates to the Grant funds); or

12.1.2 in the event that the Member has committed a material breach of its Network Membership Agreement with Start Network or any provision of this Award Letter and if such a breach is remediable, fails to remedy that breach to the satisfaction of the Grant Custodian (acting reasonably), within 21 days of such breach occurring;

12.1.3 Start Network request that the Grant Custodian terminates this Award Letter because the Member has committed a material breach of its Network Membership Agreement with Start Network and if such a breach is remediable, fails to remedy that breach to the satisfaction of Start Network (acting reasonably), within 21 days of such breach occurring or the Members membership is terminated or the Network Membership Agreement is terminated in accordance with its terms,
provided in each case that the Member shall provide such reasonable cooperation or assistance as Start Network or the Grant Custodian may request in transferring the operation of the Project to another entity, and, for the avoidance of doubt, that the Grant Custodian may only request the return of any part of the Grant in accordance with Condition 4.

12.2 The Grant Custodian or Member may terminate this Award Letter on [ ]\(^1\) written notice.

12.3 For the avoidance of doubt, Start Network shall not have the right under the terms of this Award Letter to terminate this Award Letter or any Grant payments, provided that Start Network shall have the right to request that the Grant Custodian terminates the Award Letter if the circumstances set out in Conditions 12.1.1, 12.1.2 or 12.1.3 arise.

12.4 Conditions 2.4(d) (Reporting), 4 (Return of Grant), 6 (Force Majeure), 7 (Intellectual Property), 8 (Confidentiality), 9 (Data Protection), 11 (Indemnity), 12 (Termination), 13 (Dispute Resolution) and 14 (Miscellaneous) shall remain in full force and effect notwithstanding the termination of this Award Letter.

13. Dispute Resolution

13.1 In the event of any complaint or dispute arising between any of the parties to this Award Letter in relation to this Award Letter the parties shall take all reasonable steps to resolve it by negotiation. Should either party wish to escalate the matter, it should first be referred for resolution to the parties’ respective managers for the Grant (provided that the parties’ respective managers for the Grant promptly notify the Start Fund Committee of the dispute and keep the Start Fund Committee updated of such breach) with an instruction to attempt to resolve the dispute by agreement within 5 business days, or such other period as may be mutually agreed by the parties.

13.2 Should the complaint or dispute remain unresolved within 5 business days of the matter first being escalated pursuant to Condition 13.1, any party may refer the matter to the respective party’s Senior Representatives with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the parties.

13.3 In the absence of agreement under Condition 13.2, the parties shall seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed the parties shall bear the costs and expenses of the mediation equally.

14. Miscellaneous

14.1 If any provision or part-provision of this Award Letter is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Award Letter.

14.2 If any provision or part-provision of this Award Letter is deemed deleted under Condition 14.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

\(^1\) Appropriate notice period to be proportional to length of award.
14.3 This Award Letter:

14.3.1 shall not create any partnership, joint venture or relationship of principal and agent between the parties, nor authorise any party to make or enter into any commitments for or on behalf of any other party;

14.3.2 does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999;

14.3.3 may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart, when executed, shall be an original, but all counterparts together shall constitute one and the same instrument; and

14.3.4 shall be governed by and construed in accordance with the law of England.
Annex B

DATED

DATA TRANSFER AGREEMENT

[     ]

and

[     ]
Data transfer agreement

between

(3) (name)  
(address and country of establishment)  
hereinafter “data exporter”

and

(4) (name)  
(address and country of establishment)  
hereinafter “data importer”

each a “party”; together “the parties”.

15. Definitions

For the purposes of the clauses:

| “personal data” | special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established); |
| “the data exporter” | shall mean the controller who transfers the personal data; |
| “the data importer” | shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection; |
| “clauses” | shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements. |

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.
16. **Obligations of the data exporter**

The data exporter warrants and undertakes that:

(a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.

(b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.

(c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

(d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

(e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. **Obligations of the data importer**

The data importer warrants and undertakes that:

(a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

(b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.

(c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these
clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

(d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.

(e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).

(f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).

(g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

(h) It will process the personal data, at its option, in accordance with:

(i) the data protection laws of the country in which the data exporter is established, or

(ii) the relevant provisions\(^1\) of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data\(^2\), or

(iii) the data processing principles set forth in Annex A.

Data importer to indicate which option it selects:

Initials of data importer: _;

(i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

(i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or

(ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
(iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or

(iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

(a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

(b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter’s country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

(a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

(b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree
to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

(c) Each party shall abide by a decision of a competent court of the data exporter’s country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

(a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

(b) In the event that:

(i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);

(ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

(iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

(iv) a final decision against which no further appeal is possible of a competent court of the data exporter’s country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

(v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

(c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

(d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.
VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated: _

—

—

FOR DATA IMPORTER
FOR DATA EXPORTER

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.

2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.

5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.

6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.

7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.

8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

(a) (i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and
(ii) the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

(b) where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)
Data subjects
The personal data transferred concern the following categories of data subjects:

Purposes of the transfer(s)
The transfer is made for the following purposes:

Categories of data
The personal data transferred concern the following categories of data:

Recipients
The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Sensitive data (if appropriate)
The personal data transferred concern the following categories of sensitive data:

Data protection registration information of data exporter (where applicable)

Additional useful information (storage limits and other relevant information)

Contact points for data protection enquiries
Data importer

Data exporter
ILLUSTRATIVE COMMERCIAL CLAUSES (OPTIONAL)

Indemnification between the data exporter and data importer:

“The parties will indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of these clauses. Indemnification hereunder is contingent upon (a) the party(ies) to be indemnified (the "indemnified party(ies)") promptly notifying the other party(ies) (the "indemnifying party(ies)") of a claim, (b) the indemnifying party(ies) having sole control of the defence and settlement of any such claim, and (c) the indemnified party(ies) providing reasonable cooperation and assistance to the indemnifying party(ies) in defence of such claim.”.

Dispute resolution between the data exporter and data importer (the parties may of course substitute any other alternative dispute resolution or jurisdictional clause):

“In the event of a dispute between the data importer and the data exporter concerning any alleged breach of any provision of these clauses, such dispute shall be finally settled under the rules of arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The place of arbitration shall be [ ]. The number of arbitrators shall be [ ].”

Allocation of costs:

“Each party shall perform its obligations under these clauses at its own cost.”

Extra termination clause:

“In the event of termination of these clauses, the data importer must return all personal data and all copies of the personal data subject to these clauses to the data exporter forthwith or, at the data exporter's choice, will destroy all copies of the same and certify to the data exporter that it has done so, unless the data importer is prevented by its national law or local regulator from destroying or returning all or part of such data, in which event the data will be kept confidential and will not be actively processed for any purpose. The data importer agrees that, if so requested by the data exporter, it will allow the data exporter, or an inspection agent selected by the data exporter and not reasonably objected to by the data importer, access to its establishment to verify that this has been done, with reasonable notice and during business hours.”

(1) “Relevant provisions” means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).

(2) However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.
Schedule 2 - Start Network Award Letter

Award Letter

This agreement (the “Award Letter”) is entered into between [name of recipient Member] (the “Member”), and the Start Network (the “Start Network”) and forms a legally enforceable agreement between those parties.

Unless otherwise defined, capitalized terms used in this Award Letter shall have the same meaning as in the Network Membership Agreement between Start Network and the Member.

Allocation Summary

Start Network shall make the following payment (the “Grant”) to such account of the Member as notified in writing by the Start Fund Committee within 24 hours of receipt of funding authorisation from or on behalf of the Start Network (or such other committee as may be applicable) (provided that if that 24 hour period includes a day that is not a business day, the remainder of the period will carry into the next business day):

| Emergency | |
| Member | |
| Amount (GBP)* | |
| Start Date | |
| End Date | |
| Unique award number | |

Grant Terms and Conditions

By entering into this Award Letter, each party confirms that it will comply fully with the Grant Terms and Conditions, included at Annex A overleaf.

Communications

For the purpose of this agreement the following persons shall be responsible for liaison:

| For the Member | [___] |
Any amendments to the persons responsible should be advised to the other parties without delay. On receipt of this award letter, the Member should sign, scan and email to: [RELEVANT PROGRAMME EMAIL ADDRESS TO BE INSERTED]

Executed by the Start Network, acting by:  
Director/Authorised Signatory:  
Date:  

Executed by [MEMBER], acting by:  
Director/Authorised Signatory:  
Date:
Annex A: Grant Terms and Conditions

1. Purpose

1.1 The purpose of the Grant is to deliver the Project set out in the approved application, and the Grant shall not be used for any other purpose without the prior written consent of Start Network.

2. Compliance with Other Agreements

2.1 The Member warrants that it meets the eligibility criteria detailed in the Membership Policy to receive funds in its capacity as Member.

The Member warrants that it is in full compliance and confirms that it shall comply with its obligations under the Network Membership Agreement between it and Start Network, and in particular the Member agrees and warrants that:

2.1.1 it shall comply with clause [3] of the Network Membership Agreement which sets out the Member’s obligations relating to the [INSERT NAME OF FUNDING PROGRAMME] (the “Fund”) including without limitation that the Member shall:

(a) comply with the relevant Handbook in respect of the Fund maintained by Start Network from time to time;

(b) procure the compliance of any Partner to whom it sub-grants any amount of the Grant with the relevant provisions of the Network Membership Agreement and this Award Letter;

(c) submit a Final Report (as defined in the Network Membership Agreement) to the Start Network in the timeframe set out the Handbook in respect of the Fund, as well as comply with the other reporting requirements set out therein;

(d) provide to the Start Network the information set out in the Network Membership Agreement including any information in whatever form and at such times as reasonably required by the Start Network to fulfil its reporting obligations to a relevant Donor or regulator; and

(e) comply with such reasonable audit requirements as are notified to the Member by the Start Network.

2.2 Start Network shall have direct legal recourse and the right to pursue a claim against the Member in respect of any breach of this Award Letter.

3. Obligations of the Member

3.1 The Member agrees and warrants to the Start Network that it shall comply with the Start Network’s applicable policies, guidelines and handbooks (including in particular its safeguarding policy, anti-terrorism policy and anti-bribery and corruption policy) as provided to the Member by the Start Network on reasonable notice.

3.2 The Member agrees to comply with the Additional Donor Requirements set out in the annex to this Award Letter (and any set out in the relevant Handbook). In the event of any
discrepancy between this agreement and the Donor Funding Agreement, the latter will prevail. [Note: any relevant Annexes to be added and any further specific obligations on the Member, required by Start Network or relevant Donor, to be added here]

4. Return of Grant

4.1 Should any part of the Grant remain unspent after acceptance of the Final Report, the Member shall return such unspent monies to Start Network, together with any interest accrued by the Member, within 14 days of Start Network’s acceptance of the Final Report, unless Start Network agrees otherwise in writing.

4.2 Start Network may, in its sole discretion, withhold or require the return of some or all of the Grant monies which have not been properly spent or irrevocably committed, by providing the Member with 7 days’ notice if:

4.2.1 the Member has not, in Start Network’s reasonable opinion, made reasonable progress with the delivery of the Project (including if the delivery of the Project does not start within 7 days of the date of this Award Letter) and the Member has failed to provide Start Network with a reasonable explanation for the lack of progress;

4.2.2 the Member is, in Start Network’s reasonable opinion, delivering the Project in a negligent manner or without due regard to the safeguarding, as defined in the Charity Commission of England and Wales’ guidance from time to time and referred to herein as “Safeguarding”, of the Project beneficiaries;

4.2.3 the Member’s delivery of the Project results in a Safeguarding incident which is reportable as a serious incident to the Charity Commission of England and Wales in accordance with its guidance, and the Member fails to report this to Start Network and/ or otherwise fails to deal with the incident in accordance with Start Network’s safeguarding policy;

4.2.4 the Member does not comply in all material respects with this Award Letter, including in particular if the Grant has not been used for the purpose set out herein or the Member materially breaches the Network Membership Agreement (pursuant to Condition 2.4 above);

4.2.5 the Member ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

4.2.6 the Member becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due, or it suffers any equivalent act in any jurisdiction to which it is subject;

4.2.7 if the Start Network reasonably believes that the Project represents an unacceptable threat to the safety or security of staff, contractors, beneficiaries or others connected to Start Network; or

4.2.8 if required to do so under the terms of any Donor Funding Agreement.
5. **Warranties**

The Member warrants, undertakes and agrees that:

5.1 there has been no material change in its position or ability to carry out the Project since Start Network conducted due diligence on it as part of its membership of Start Network, and agrees promptly to inform the Start Network of any such material change; and

5.2 it is aware of and will comply with its obligations under relevant counter terrorist financing legislation, and will take reasonable and proportionate steps to ensure that it does not employ individuals or contribute funds made available under this Award Letter to organisations or individuals associated with terrorism (including those that are found on any terrorist-related list promulgated by the UK Home Office, the U.S. Government, the United Nations, the World Bank, or the European Union).

6. **Force Majeure**

Subject to any Donor Funding Agreement, no party shall be in breach of this Award Letter, nor liable for any delay or failure to perform, any of its obligations under this Award Letter if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall take reasonable efforts to mitigate the effects of such circumstances, but shall be entitled to a reasonable extension of the time for performing its obligations, in consultation with the other parties.

7. **Intellectual Property**

7.1 This Award Letter does not transfer any ownership rights in any party's intellectual property rights owned by, licensed to or otherwise controlled by either Party prior to the date of this Award Letter.

7.2 Any Intellectual Property developed or created by Start Network in connection with this Award Letter shall be owned by Start Network.

7.3 Subject to any Donor Funding Agreement, each of the Member and Start Network grants to the other, and the Member authorises the Start Network to grant to relevant Donors, a non-exclusive, worldwide, royalty free licence to use its brand, logo and related trademarks, and any information, know-how or intellectual property arising or created in relation to the Project (the "**Intellectual Property**") in any materials provided by the other party for the use of that party solely in connection with that party's obligations and activities under this Award Letter or otherwise for the purposes that the materials were provided to the other party, provided that in each case the licensee shall only use (and shall, in the case of sub-licences, procure that the sub-licensee shall only use) the Intellectual Property in a way which does not damage or conflict with, or threaten to damage or conflict with, the good name and reputation of the licensing party and which is consistent with the charitable objects (where applicable) of the licensing party.

7.4 Each Party shall immediately give written notice to the other Party of any actual, threatened or suspected infringement of any party's Intellectual Property used in connection with this Award Letter of which it becomes aware.
8. Confidentiality

8.1 Any information shared by a Party in connection with this Award Letter and identified and marked as confidential by that party or which ought to be considered as confidential at the time of disclosure shall be kept confidential by the recipient party and shall not be disclosed by them to any third party except:

8.1.1 to the extent reasonably required to comply with the provisions of any Donor Funding Agreement;

8.1.2 as required by law or regulation, required or requested (with authority to compel disclosure) by any competent judicial, governmental, supervisory or regulatory body, or in respect of legal proceedings; or

8.1.3 to its directors, officers, employees, agents and professional advisors, and its affiliates and their respective directors, officers, employees, agents and professional advisors for the sole purpose of carrying out this Award Letter; in the case of any such disclosure, the disclosing party shall mark the disclosed information as confidential at the time of disclosure, and shall procure that the recipient of the confidential information shall agree to obligations equivalent to those set out in this Condition 8.1. This Condition shall survive termination of this Award Letter.

9. Data Protection

To the extent that the parties share or otherwise process Protected Data in furtherance of this Award Letter, relevant provisions of the Network Membership Agreement shall apply.

10. Assignment, Transfer and Sub-Grants

10.1 This Award Letter may not be assigned, transferred, sub-contracted, or in any other way made over to any third party the benefit and/or the burden of this Letter and the Member may not, except as contemplated in the approved application and in accordance with the Donor Funding Agreement, sub-grant, transfer or pay to any other person any part of the Grant.

10.2 Where the Member sub-grants part or all of the Grant, it shall procure that such sub-grantee (or other individual or institution) shall comply (as if such sub-grantee was a Member and party to the relevant documents) with the obligations outlined in:

10.2.1 this Award Letter;

10.2.2 clause 4.3 (Responsibilities of the Member) of the Network Membership Agreement;

10.2.3 where applicable, clause 5 (Start Fund) of the Network Membership Agreement;

10.2.4 clause 6 (Reporting, Records and Audit) of the Network Membership Agreement; and

10.2.5 any Additional Donor Requirements, and shall provide copies of any such information as may be reasonably requested by a Donor, the relevant Grant Custodian or the Start Network to the relevant Donor, the relevant Grant Custodian or the Start Network as soon as possible following such a request.
10.3 The Member shall be liable to Start Network for any loss or liability arising from any act, default, omission or misconduct of that sub-grantee. The Member acknowledges that Start Network has no direct recourse to such sub-grantee and that the Member shall be responsible for the actions of such sub-grantee and accordingly the Member shall indemnify Start Network in full in respect of any non-compliance or breach by the sub-grantee.

11. Liability and Indemnity

11.1 The liability of Start Network under this Letter shall be limited to the payment of the Grant and the Start Network shall to no extent be responsible or liable, financially and otherwise, for any liabilities, expenditure, claims, demands, actions, costs, expenses, losses and damages arising out of or in relation to the Project, any use of the Grant, or any non-payment of the Grant on any due date.

11.2 Subject to Condition 11.3 and Condition 11.4 below, the Member:

11.2.1 acknowledges that Start Network shall have no liability for any loss, liability or cost incurred by the Member under or in connection with this Award Letter, the Network Membership Agreement or any related agreement including, without limitation, any Operating Agreement; and

11.2.2 shall indemnify Start Network against each loss, liability and cost arising as a result of a claim brought by a third party against Start Network as a result of Start Network making the Grant to the Member or sub-contracting the conduct of the whole or any part of a Project to the Member.

11.3 Condition 11.2 above shall not apply to any loss, liability or cost which arises as a result of either:

11.3.1 the fraudulent act, wilful default or negligence of Start Network; or

11.3.2 the failure of Start Network to comply with its obligations under this Award Letter, the Network Membership Agreement or any Donor Funding Agreement (except where the failure is caused by an act or omission of the Member or a sub-grantee of the Member).

11.4 Where Start Network wishes to rely on any indemnity under this Award Letter, Start Network must:

11.4.1 notify the Member immediately of the matter (stating in reasonable detail the nature of the matter and, if practicable, the amount claimed) and consult with the Member with respect to the matter (if the matter has become the subject of court or other judicial proceedings Start Network must notify the Member within sufficient time to enable the Member to contest the proceedings before final judgment);

11.4.2 take any action and institute and conduct any proceedings required by the Member in accordance with its requirements, and give any further information and assistance that the Member may reasonably request, and Start Network may reasonably be able to provide, to:

   (a) dispute, resist, appeal, compromise, defend, remedy or mitigate the matter; or

   (b) enforce against a person (other than the Member) Start Network’s rights in relation to the matter;
11.4.3 in connection with proceedings related to the matter (other than against the Member) use advisers chosen by the Member and, if the Member requests, allow the Member the exclusive conduct of the proceeding; and

11.4.4 not admit liability in respect of, or settle or prejudice in any way, the matter without first obtaining the Member’s written consent.

12. **Termination**

12.1 Start Network may terminate this Award Letter and any Grant payments with immediate effect if:

12.1.1 acting reasonably and where required to do so pursuant to, or in order for Start Network to meet its obligations under any Donor Funding Agreement (in each case, which relates to the Grant funds); or

12.1.2 in the event that the Member has committed a material breach of its Network Membership Agreement with Start Network or any provision of this Award Letter and if such a breach is remediable, fails to remedy that breach to the satisfaction of Start Network (acting reasonably), within 21 days of such breach occurring;

12.2 provided in each case that the Member shall provide such reasonable cooperation or assistance as Start Network may request in transferring the operation of the Project to another entity, and, for the avoidance of doubt, that the Start Network may only request the return of any part of the Grant in accordance with Condition 4.

12.3 Any party to this Award Letter may terminate this Award Letter on [ ]² days’ written notice.

12.4 Conditions 2.4(d) (Reporting), 4 (Return of Grant), 6 (Force Majeure), 7 (Intellectual Property), 8 (Confidentiality), 9 (Data Protection), 11 (Indemnity), 12 (Termination), 13 (Dispute Resolution) and 14 (Miscellaneous) shall remain in full force and effect notwithstanding the termination of this Award Letter.

13. **Dispute Resolution**

13.1 In the event of any complaint or dispute arising between the parties to this Award Letter in relation to this Award Letter the parties shall take all reasonable steps to resolve it by negotiation. Should either party wish to escalate the matter, it should first be referred for resolution to the the chair of Start Network’s committee relating to the relevant Funding Programme, and the Head of Funds and the Member’s Senior Representative, with an instruction to attempt to resolve the dispute by agreement within 5 business days, or such other period as may be mutually agreed by the parties.

13.2 Should the complaint or dispute remain unresolved within 5 business days of the matter first being escalated pursuant to Condition 13.1, any party may refer the matter to the chair of the board of the Start Network and the Members’ Senior Representative with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the parties.

² Appropriate notice period to be proportional to the length of the award.
13.3 In the absence of agreement under Condition 13.2, the parties shall seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed the parties shall bear the costs and expenses of the mediation equally.

14. Miscellaneous

14.1 If any provision or part-provision of this Award Letter is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Award Letter.

14.2 If any provision or part-provision of this Award Letter is deemed deleted under Condition 14.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.3 This Award Letter:

14.3.1 shall not create any partnership, joint venture or relationship of principal and agent between the parties, nor authorise any party to make or enter into any commitments for or on behalf of any other party;

14.3.2 does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999;

14.3.3 may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart, when executed, shall be an original, but all counterparts together shall constitute one and the same instrument; and

14.3.4 shall be governed by and construed in accordance with the law of England.
## Schedule 3 - Membership Policy

### Start Network Membership Policy
Version: 16 September 2019

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Introduction to Start Network membership

The Start Network is made up of members across five continents, ranging from large international organisations to national NGOs. Our aim is to deliver more effective emergency aid, using the collective power and knowledge of Start Network members to make faster and better decisions to help people affected by crises. We advocate for radical change in the system so that the world can deal better with the humanitarian challenges of today, and of the future.

Our work to change the humanitarian system focuses on three areas:

- **Localisation**: We believe that shifting power closer to crisis-affected people will lead to more effective and appropriate responses and a more balanced humanitarian system.
- **New forms of financing**: We believe that by understanding risk we can provide fast, early, and dependable funding, helping communities to become better prepared for crises and more resilient.
- **Collective innovation**: We believe that new ways of collaborating are needed to tackle the challenges we face. By innovating collectively, we can share expertise, insights and perspectives that will shape a more effective humanitarian system.

The Start Network can only change the system through its membership. Each organisation that joins the Start Network contributes to realising this vision, through modelling its principles and supporting its financial sustainability. In return, members reap the collective benefits of an interconnected network.

In 2017, the Start Network agreed a strategy to grow and diversify (see Appendix 3 for details). The transition to the new structure will take place during the next three to five years, in the following ways:

- New hubs will be formed and the primary means of engagement for the Start Network will shift from the global to the regional and national level.
- Membership will increase in size and diversity. In the future, new members will come from regional and national organisations.
- Global governance will transition from individual member organisations to representatives of the new hubs.

This document sets out the two-way relationship between members and the Start Network, and will be revised as the Network evolves. It complements the legally binding Network Membership Agreement, which is signed between the Start Network Charity and each member when they join the Network. This policy will be reviewed on an annual basis with the Membership Committee, with major changes approved by the Start Network Assembly.
Section 1: Membership rights and obligations

1.1 Why be a member?

The Start Network is made up of many diverse organisations which operate independently, in their own contexts and under their own principles. But these organisations have come together under a common belief: That the changes we want to see in the humanitarian system cannot be achieved by any single organisation acting alone.

The network is creating a space of common values and practices, where members are bound by their shared mission to create a new humanitarian economy: one in which both global and local power, capacity and resources are fully engaged for improving humanitarian action. The Start Network’s unique niche is thanks to its diversity of membership, its potential for scale and its capacity to innovate, experiment and learn through the collective power of its members.

Members of the Start Network are part of a global community. They benefit from access to innovative products and services, covering three main areas: financing; knowledge sharing and expertise; and relationships.

Financing
- **Financial resources** that are better targeted so they reach those members and partners that are best placed to respond in a crisis, and reach them fast.
- The Start Network acts as an **aggregator**, allowing donors to access a range of organisations through a single point of contact, while minimising their transaction costs.
- New narratives to help **attract and improve traditional and non-traditional financing**.

Knowledge sharing and expertise
- Peer-led **decision-making** is informed by those closest to the humanitarian crisis and the affected communities, as well as by rapid information analysis and risk assessment.
- Innovative, inclusive and collaborative programmes and approaches are **co-created** by members.
- **We see capability building** across organisations and individuals as a key aspect of growing preparedness, innovation and new financial products.
- Peer-based **quality assurance and accountability**.

Relationships
- **Reputation** of belonging to a global network that is introducing innovative ways of working into the humanitarian sector.
- Access to a **wider range of relationships** than members could develop on their own.
- Opportunities for **new business models**; making **experimental approaches** more viable through **pooling risk**; and enabling the learning from those experiments to spread more easily via the network.
- Opportunity to build a **powerful collective voice** and have greater influence to change the humanitarian system.
For established member organisations, the ability to challenge norms, seek efficiencies and share experience.

For younger member organisations, the ability to build connections, accelerate learning and expand their influence.

1.2 What members can expect from the Network

Each member should expect the following benefits, as a core service from the Start Network Platform:

Financial architecture
- Access to innovative programmes and products around new ways of financing, localisation and collective innovation
- Management and administration of donor grants. This includes donor liaison, contracting, reporting, financial processing and transfers, as well as coordination of monitoring and evaluation.

Action, research & development
- Opportunity to innovate collectively, sharing the risk and developing new ways of working in the sector.
- Enabling the design, testing, incubating and scaling of new approaches to humanitarian aid.

External engagement
- Brokering relationships with current and prospective donors, private sector supporters, thought leaders, the wider sector (e.g. UN, other networks).
- Member visibility through branding and profiling on all external communications.

Network engagement
- Facilitating new or existing collaborations and peer-to-peer support between member organisations.
- Supporting the onboarding and induction of new members.
- Enabling collective, Network-wide decision-making, governance and strategy.

Operations and infrastructure
- Access to transparent programme information, news and learning.
- Information on opportunities to host, influence or tender for new initiatives.
- Administration of due diligence process.

Feedback, evidence and emergence
- Analysis and dissemination of programmes and network-wide impact.
- Access to systems, processes and people to facilitate learning, adaptation, knowledge and accountability.

1.3 What the Network expects from members

There are different ways for members to engage and participate in the Start Network, depending on their specific needs, capacities, priorities and interests. However, each
member is expected to support the Network’s vision and its underlying principles and values; and make a demonstrable contribution to the Network’s financial sustainability.

This means there are three sets of obligations that individual Start Network members need to meet:

A. Collaborative behaviour: Members are expected to model and uphold Start Network principles when they engage in Network activities.

B. Active participation and leadership: Member staff involved with Network initiatives are expected to play a leadership role in their organisations; represent the Network within and beyond their organisations; and actively participate in Start Network governance and decision making.

C. Annual financial contribution: Members are expected to make a financial contribution to the Start Network on an annual basis (according to the procedures set out in Section 3 of this Policy).

A. Collaborative behaviour

The Start Network’s principles set out the organisational and individual behaviours expected from all member organisations and their staff as their contribution to the Start Network vision. All members are asked to model the principles we expect to see across the network:

We put people first: the communities we serve come first in our decision-making and programming.

We are brave: we have great ambition and are willing to explore new things and are willing to take risks to achieve it.

We operate collectively: we leverage the value of working as a network, sharing risk and resources and learning together.

We are inclusive: we see the value in diverse perspectives and work to remove the barriers that prevent voices being heard.

We are open: we work transparently and with integrity, building mutual trust in all levels of our work, from governance to programming.

B. Active participation and leadership

The Start Network cannot operate without an active membership. The collective must create an environment where all member organisations are enabled to contribute in their own ways - such as piloting new technologies and ways of working leading new projects, facilitating relationships with non-traditional actors, and sharing learning and resources with other members and partners. See Appendix 4 for specific examples of member participation.

Regardless of how they choose to engage with the Network, all members are expected to commit to the following participation obligations:

- Representing their organisations at governance meetings (i.e. Assembly and Start Fund Committee). This is mandatory. Read more in section 4.2.
● Staying informed and up to date about the Start Network, so that they can inform others.
● Participating in peer decision-making, such as Start Fund allocation decisions following Start Fund and Migration Emergency Response Fund alerts.
● Representing the Start Network to external actors to influence action or lobby for resources from donors.
● Assessing their experience of the Start Network, to enable network-wide peer review and learning.

C. Financial contributions
Members are asked to financially contribute to the Start Network’s core running costs. This provides the predictable unrestricted income essential to the sustainability of the Start Network.

This contribution is calculated for each member in line with our principles of inclusivity and diversity, which is outlined in Section 3 of this policy. This allows a broad range of organisations to become part of the Start Network and participate according to their specific strategic and operational priorities.

As well as its membership contribution, each member is also expected to cover the costs of updating its due diligence status. This includes any follow-up required to validate its fiduciary, legal and quality standards against the Start Network’s criteria for fiduciary and legal matters, good governance and programme quality. For more on the due diligence requirements, see section 2.4.

Section 2: Membership process

2.1 Membership intake
The process of admitting new members into the Start Network is currently as follows:

1. Organisation submits application to the Start Network, based on membership criteria (see section 2.2).
2. Membership Committee shortlists applicants.
3. Due diligence is conducted on shortlisted organisations by a third-party audit firm.
4. Membership Committee and Start Network Board review successful applications.
5. If necessary, shortlisted organisations implement recommendations to meet due diligence standards before being awarded full member status.
6. The Start Network Assembly approves the new members.
7. The Start Team organises a series of induction meetings with key individuals within the member organisation.

This process is subject to change as the Network’s strategy evolves. Changes will be reviewed and approved as needed by the Membership Committee, Board of Trustees and Assembly. For more on governance and decision making, see section 4 of this document.
2.2. Membership criteria

The Start Network believes that its vision can only be achieved through the contributions of many different parts of the humanitarian system. It seeks to grow its membership to be as diverse, dispersed and equitable as possible.

All prospective members must meet a set of minimum criteria to join the Start Network. Members must:

1. Commit to making a demonstrable contribution to achieving the Start Network’s vision.
2. Be committed to charitable objectives\(^3\) that include responding to humanitarian emergencies and the suffering of affected communities.
3. Have an evidenced and proven track record of effective and robust management of charitable funds in terms of finances, risk management, internal audit and value for money, including annual accounts without audit qualification.
4. Demonstrate a commitment to the Core Humanitarian Standard on Quality and Accountability, published by CHS Alliance\(^2\) and the International Aid Transparency Initiative (IATI).
5. Commit to gather and share information on the progress of the Start Network aims, to aid mutual learning.
6. Not be listed on the UN list of sanctioned organisations.
7. Be a signatory to the Network Membership Agreement.
8. Be willing and able to pay for membership and the costs of processing their application.

2.3 Suspension or cessation of membership

The Start Network does not automatically review membership, but there are ways in which a Start Network member may lose access to Start Network services (suspension) or cease to be a member (expulsion).

This may be due to the following:

- An incident or behaviour deemed incompatible with, or contrary to, the Start Network’s principles that is a risk to the Start Network’s reputation or threatens the Start Network’s funding.
- A serious misuse of funds within the Start Network or within the organisation’s own activities.
- Breaking the law of the country the member is registered in or operates within.
- Organisation or senior leadership on Consolidated United Nations Security Council Sanctions List
- Failure to promptly report incidents of misuse of funds provided under a Start Network grant or internal misconduct
- Failure to meet due diligence standards or reporting requirements
- Failure to implement due diligence recommendations from the Board of Trustees within six months.

\(^3\) At minimum, members must have procedures and policies based on internationally agreed standards to ensure the safeguarding of staff, communities, women and children and the ability to prevent and systematically report fraudulent, dishonest and corrupt practices.
Non-payment of membership contributions.

Suspension will be temporary, and full membership status will be restored after the member successfully implements recommendations made by the Board no later than six months. This may require the member in question to undergo due diligence again, in which case it will be expected to cover the cost. A Start Network donor may request temporary suspension or cessation of a member organisation. This will be discussed directly with that member, and reviewed by the Start Network Platform Board of Trustees, and will follow the same suspension criteria. In serious cases, if the transgression threatens the majority of the funding to the Start Network, expulsion will be considered.

Suspension or expulsion can be imposed only by the Start Network Board of Trustees, and will apply to all aspects of that member’s activities. A member may also request cessation of its membership by written resignation to the Start Network Board of Trustees.

A member that is suspended or expelled will have the right to appeal to the Start Network Assembly. Appeals must be lodged within 30 days of receipt of the Board’s decision. In all cases the membership contribution for the current year would remain due.

2.4 Due diligence requirements

The Start Network and those organisations that host Start Network programmes are responsible for ensuring the highest standards of transparency, integrity, accountability and competent management over public funds programmed through our members. It is imperative that all organisations admitted to the Start Network membership go through a due diligence process that can ensure these standards are met. This process is conducted by a third-party audit firm, and includes:

- A checklist informed by the criteria of current donors (e.g. DFID) for assessing delivery partners (see appendix).
- Passporting, where other international organisations or donors have already carried out checks.
- External PEP (Politically Exposed Persons) checks on the organisation’s board members and senior staff.

The process also reviews members in five key areas to ensure that they have:

1. Appropriate governance and control structures, with a high quality of implementation.
2. The ability to deliver the expected quality of programming.
4. Procedures and policies based on internationally agreed standards, specifically ensuring the safeguarding of staff, communities, women and children and the ability to prevent and systematically report fraudulent, dishonest and corrupt practices.
5. Procedures and policies to manage the performance of downstream partners.

This due diligence process is repeated every three years to ensure that organisations still meet the required standards to receive Start Network funding. The Start Network reserves the right to request a refresh of due diligence at other times if required, e.g. if triggered by a specific incident.
Members are responsible for their own internal procedures to prevent Start Network funds from being misappropriated or inappropriately used by the member and/or its employees or partners. These procedures will include reporting, risk assessment and due diligence on implementing partners (sub-grantees). All internal procedures must be in line with donor policies, as outlined in the Network Membership Agreement.

2.5 Reporting misuse of funds and misconduct

Members must notify the Start Network at fraud@startnetwork.org of any incident of fraud, terrorism financing, money laundering, bribery or corruption, internal misconduct or any other losses of funds or resources (e.g. the destruction of assets by accident), relating to their Start Network funded activities. Members must notify Start as soon as practicable upon learning of the incident or concern.

There is no minimum amount for an incident to be reportable. As a minimum, initial reports should outline:

1. The allegation.
2. The source of the allegation (e.g. internal audit, whistleblower, sub-grantee).
3. An initial calculation of the approximate value of the suspected loss of money or resources.
4. Identification of the source of funds.
5. As much information as possible on the circumstances of the allegation.
6. A description of the planned next steps, including investigation and/or disciplinary action.
7. Whether or not there are any links to, or involvement of a terrorist or terrorist group (i.e. any individual or organisation listed as a designated, proscribed or prohibited party by any of the UK, EU, UN or US).
8. An estimated timeline for further updates to be provided. Once the Start Network Platform is notified, we will immediately notify donors and the agency where the incident took place, so that proper procedures can be followed.

The Start Network Platform will treat all information as confidential and will only disclose it to third parties (including donors or regulators) where there is an obligation to do so, and members will be notified. The member will continue to provide the Start Network Platform with regular updates on each incident as well as a final report describing the actions taken to investigate the incident, the findings of the investigation, any remedial steps taken, and a final assessment of the value of any associated losses. It is imperative that even the suspicion of misuse of funds is reported to the Start Network Platform. This is to ensure accountability to our stakeholders (crisis-affected people and donors), as well as to minimise any risks to the Start Network. Each member is required also report to local authorities where applicable, and adhere to national laws.

Beginning in 2019, members are required to self-report on an annual basis that they have reported to the Start Network any incidents related to misuse of funds or internal misconduct. Failure to report may result in suspension or cessation of membership. If there is any doubt over whether a matter is reportable, representatives should immediately email the Start Network Platform for advice on fraud@startprogrammes.org.
2.6 Internal complaints and disputes

Any member can raise an issue by writing a formal letter to the Start Network Platform, relevant Committee Chair or the Start Network Board of Trustees. Depending on the complaint, the following steps will take place:

<table>
<thead>
<tr>
<th>Dispute type</th>
<th>Complaint process</th>
<th>Complaint accountability</th>
<th>Follow-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funding decision making dispute</td>
<td>Member organisation must send a formal letter addressed to Start Fund Committee Chair and the Head of Funds</td>
<td>Start Fund Committee Chair and Head of Funds</td>
<td>Response within 5 working days</td>
</tr>
<tr>
<td>Member to member dispute</td>
<td>Member organisation must send formal letter addressed to Start Network CEO and the Chair of the Board</td>
<td>Start Network Platform CEO and Chair of the Board</td>
<td>Response within 14 working days</td>
</tr>
<tr>
<td>Dispute with Start Network team</td>
<td>Member organisation must send formal letter addressed to Start Network Platform CEO and the Chair of the Board</td>
<td>Start Network Platform CEO and Chair of the Board</td>
<td>Response within 14 working days</td>
</tr>
</tbody>
</table>

The Start Network CEO, or relevant programme lead, should be informed, so that they can help to take appropriate action. Disputes between members will be settled with a Start Network arbiter or external facilitator, if necessary. Depending on the severity of the complaint, the process for suspension or cessation will apply. If you are unsure of the contact details of the relevant individual, please email membership@startnetwork.org.

Section 3: Membership contributions

3.1 Membership calculations and rates

The Start Network membership contribution is structured to uphold and reinforce the vision, mission, values and principles of the network, as set out in the Membership Policy. It enables a predictable income for the Start Network’s core costs while income from other elements will vary.

The Start Network’s core costs are covered by four main income streams: earned income, direct grants, membership contributions, and hub licensing fees. Membership contributions cover part or all of the following core platform costs:

- Staff costs (e.g. evidence, innovation, operations, membership, governance, fundraising and communications support)
- Office costs (information systems, office rental)
- Start Network-wide evidence
- Travel
- Events, communications, brand, marketing
- Consultancy fees (when short-term capacity or expertise outside of the Start Team is required)

Membership contributions are paid annually by each member agency.

Contributions are based on a flat rate core contribution, as well as a contribution based on a percentage of the global annual turnover of the member organisation - or, if the member is part of a family of organisations, the combined income of the entire family organisation.

The Start Network seeks to incentivise smaller agencies and family members to join the Network, and offers reduced rates for these organisations to join directly. Family members can opt into the Network once a year. If more than one member belonging to the same family directly signs the consortium agreement, the rules of “one member, one vote” will apply (see Section 4 of this policy for more details).

<table>
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<tbody>
<tr>
<td>Core contribution (flat rate)</td>
<td>Observer status in governance</td>
<td>£1,500 for annual global turnover over £10 million, or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>£200 for annual global turnover under £10 million</td>
</tr>
<tr>
<td>Global contribution</td>
<td>Direct Start Network funding</td>
<td>Annual global turnover x 0.0075%*</td>
</tr>
<tr>
<td></td>
<td>Participation in Start Network decision making and governance</td>
<td>*Contribution ceiling of £30,000</td>
</tr>
<tr>
<td></td>
<td>Knowledge sharing and resources</td>
<td></td>
</tr>
</tbody>
</table>

Members are also required to cover the costs of their due diligence, which will be refreshed on a three year basis. The costs of due diligence are set by an external provider, subject to a public tender and approval by the Board of Trustees.

For smaller organisations that have a global annual turnover of under £10 million, the costs of due diligence can be covered by the Start Network. In exceptional circumstances, any member can apply for a waiver of due diligence fees, subject to the approval by the Membership Committee.

**3.2 Authority and process for setting member contributions**

On the recommendation of the Membership Committee, the Board sets member contributions for a one year period.
Each year, at the time of setting the following year’s annual Start Network budget (September), the level of contributions will be set based on the platform’s operating costs. Members are informed of their contribution costs in November for the following year. Should there be an increase of 10% or more to membership contributions, members will be informed at least 6 months in advance.

As the organisational membership expands and the platform moves to licensing fees, the contribution structure can be assessed and the necessary amendments made to this policy. Once hubs are established, membership contributions will be set at the hub level, with hubs paying licensing fees set by the Board of Trustees.

### 3.3 Invoicing

Members must provide their most recent annual turnover, upon the Start Team’s request, at the end of each calendar year, so that the amount may be used to calculate the following year’s contribution. The Start Team invoices each member Assembly representative, and payment of membership contributions or due diligence costs must be made within 30 days following receipt of the invoice. Failure to pay will result in suspension or cessation of membership.

### Section 4: Governance arrangements

#### 4.3 Voting rights

When the Network membership votes, we maintain the principle of ‘one member, one vote’ in order to ensure that the views of all member organisations are represented equitably, regardless of their size, organisational configuration or budget.

Families or federations of organisations will be treated as a single member and be entitled to one vote. Families (and their members or affiliates) are defined by one or more of the following characteristics.

- A common name
- Shared or common fundraising strategy, or joint fundraising activities
- Shared advocacy strategy, policy or joint campaigning/advocacy
- Centralised emergency strategy and/or emergency response
- Coordinated activities or programmes in countries of operation, including designating a lead ‘member’ or ‘affiliate’ to coordinate/manage operations
- An international secretariat that acts in the interests of members or affiliates, and/or coordinates operations and/or fundraising and/or campaigns.

#### 4.1 How the Start Network is governed

The Start Network is a charity and company limited by guarantee. The Start Network is therefore bound by UK law, and its governance is set out in its Articles & Bylaws and Network Membership Agreement (formerly the Consortium and Start Fund Agreements).

The advantage in the Start Network’s decision making comes from its ability to make decisions that are collective, strategic and de-politicised. The governance structure is
designed to ensure rigour and impartiality in decision making around every activity and to oversee the performance of the Start Network as a whole. The governance structure is currently constituted as the following:

**Start Network Assembly**
The Assembly, made up of representatives from all Start Network members, sets the Start Network’s strategic direction and acts as a sounding board to inform the Start Network’s evolution. Its role is primarily advisory, but it has three important governance responsibilities: approving new members, approving the election of new Trustees to the Board and overseeing the Board’s performance.

**Start Network Board of Trustees**
Oversees the performance of sub-committees and team; provides a strategic steer to the Start Network Platform team in pursuing new initiatives; approves the annual business plan and budget; considers new programmes and services. The Board has delegated authority to make certain decisions on behalf of the Assembly, but takes its direction from, and is accountable to, the membership. It is comprised of a mix of members and independents.

**Membership Committee**
Oversees the selection and induction of new members, the membership policy and annual membership contributions. Responsibilities include receiving applications to membership and making recommendations on membership to the Board of Trustees, as well as overseeing the due diligence process. The Committee also oversees the development of the membership policy and recommends the annual membership contributions.

**Nominations Committee**
Responsible for appointing individuals to the Board and ensuring there is a good balance of skills among the Trustees. Responsibilities include recommending the skills and experience that should be sought in Trustees, as well as leading the election process when there are vacancies. This process involves confirming the appointment brief for the Trustee positions; conducting searches for appropriate individuals; shortlisting and interviewing candidates; and making a recommendation to the Board on appointments.

**Finance & Audit Committee**
Advises the Board and Start Network Platform on financial operations, audit and risk management. Responsibilities include oversight on all financial matters, including the annual accounts; budgeting and financial management; and identifying and understanding all financial and operational risks to the Start Network. The Committee also has a key role in audit planning and agreeing the scope of internal and external auditors’ work.

**Human Resources Committee**
Provides assurance to the Board of Trustees that Start Network has an effective People Strategy in place, and advises on issues relating to the Start Network’s HR policies and processes – including remuneration and performance management.

**Start Fund Committee**
Oversees the management, operation and strategy of the Start Fund. Provides strategic advice to the Board, particularly around the principles and processes for decision-making. The Committee has delegated authority from the Board and, through decision-making subsets called ‘rotas’, makes decisions on funding allocations, progresses the selection of projects, and participates in learning and evaluation peer reviews.

**Start Fund Council**
Brings together all Start Fund donors to review their investment in the Start Fund. The Council has direct governance over the risk management of the Start Fund, and reviews and endorses risk management policy on an annual basis.

As the Start Network evolves, the governance arrangements will change accordingly upon approval from the Start Network Board and Assembly.

**4.2 Member participation in governance**

Start Network members play a crucial role in the network’s governance and decision making. Individuals from member organisations can be part of standing or ad-hoc sub-committees, working groups or the Board of Trustees. While the level of involvement in governance can vary from member to member according to their interest and ability, every Network member is required to participate in the Assembly and the Start Fund Committee.

Upon signing the Network Membership Agreement and being admitted to the Start Network, every new member must identify and nominate the following individuals from within their organisation:

1. **A main senior HQ member representative and up to two deputies to attend the bi-annual Start Network Assembly meetings**, and receive all key Start Network communications and requests during the year. For most current members the Assembly representative is the Director of the Humanitarian Department. For smaller members, that person can be the Director of International Operations or the Chief Executive.

2. **Three senior individuals who can contribute to the governance and management of the Start Fund as part of the Start Fund Committee**. The senior representative is generally the humanitarian director or regional/country director staff (anyone with operational humanitarian knowledge).

Members should inform the Start Network team of any contact changes of their nominated representatives.

**Glossary of terms**

<table>
<thead>
<tr>
<th>Term or phrase</th>
<th>Definition</th>
</tr>
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<tbody>
<tr>
<td>Start Network Member</td>
<td>The Start Network is made up of members, who govern the Start Network. Members are both national, regional and</td>
</tr>
</tbody>
</table>
international humanitarian organisations. In the future, members will include second-line service providers and the private sector. At a minimum, members must meet the criteria and go through the membership process to become a full member, as set out in this policy.

<table>
<thead>
<tr>
<th>Start Network Team</th>
<th>Start Network Team consists of a team that facilitates the infrastructure and governance procedures on behalf of members. The Start Team creates the space for members to collaborate.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Custodian</td>
<td>Grants or programmes held by member organisations on behalf of the Start Network. The host agency is responsible for all the financial and risk management aspects of the Start Network grant or programme. The agency ensures that all grants are sub-granted and transferred according to the agreed procedures and timelines. The Start Network entity is currently hosted by Save the Children UK. As part of this hosting arrangement, the Start Network uses Save the Children's UK infrastructure, including HR, IT, and other systems. The Start Network decision making processes are independent from host agencies, including Save the Children UK, which means they do not have any more influence over the Start Network than any other member.</td>
</tr>
<tr>
<td>Fraud</td>
<td>An act of deception intended for personal gain or to cause loss to another party (even if there is no actual gain or loss).</td>
</tr>
<tr>
<td>Terrorism</td>
<td>Threatening or using serious violence anywhere in the world for the purpose of advancing a political, religious, racial or ideological cause. It includes, for example, any organisation or individual listed by the UK, US, UN or EU governments as a designated, prohibited or proscribed party.</td>
</tr>
<tr>
<td>Terrorist financing</td>
<td>Providing money, property, assets or other resources, as well as obtaining any of these through theft, corruption, deception or any other misuse.</td>
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</tbody>
</table>
| Bribery and corruption | Offering, giving, receiving or soliciting a financial or other advantage in connection with the performance of a position of trust or a function that is expected to be performed impartially or in good faith. It includes:  
  ● 'facilitation payments' (e.g. small unofficial payments demanded by low-level officials to secure or expedite the performance of a routine or necessary action)  
  ● the giving or receiving of gifts and hospitality if used as a reward, inducement or encouragement for preferential treatment, or inappropriate or dishonest conduct. |
<p>| Theft              | Dishonestly taking or appropriating any item of property that belongs to another. |
| Money laundering   | Money laundering refers to a financial transaction scheme that aims to conceal the identity, source, and destination of illicitly-obtained money. The money laundering process can be broken down into |</p>
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<tr>
<th>three stages. First, the illegal activity that garners the money places it in the launderer’s hands. Second, the launderer passes the money through a complex scheme of transactions to obscure who initially received the money from the criminal enterprise. Third, the scheme returns the money to the launderer in an obscure and indirect way.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internal misconduct</td>
</tr>
</tbody>
</table>
Living appendix

1. Start Network Articles & Bylaws
2. Network Membership Agreement (link to be added)
3. Due diligence questionnaire and process
4. Start Network fraud and misconduct reporting guidelines
5. Future Start Network design
6. Examples of member contributions to the Start Network
Schedule 4 - Articles of Association

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

Start Network

Bates Wells & Braithwaite London LLP
10 Queen Street Place, London, EC4R 1BE
(Telephone: 020 7551 7777)
www.bwbllp.com
000723/0073/001262773
The Companies Act 2006
Company Limited by Guarantee and not having a Share Capital

Articles of Association of Start Network

INTERPRETATION

1. Defined terms and Preamble

1.1 The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

1.2 These Articles may need to be reviewed and revised as the Charity develops and its operational model iterates over time in order to reflect the dynamic and evolving nature of the Charity and its activities.

OBJECTS AND POWERS

2. Objects

The objects of the Charity are for the public benefit:

2.1 the relief and assistance of people in any part of the world who are the victims of war, conflict, natural disaster, trouble, or catastrophe, particularly, but not exclusively, by providing grants and other forms of support to charities and other organisations working to provide humanitarian relief and assistance to such persons;

2.2 the promotion of efficiency and effectiveness of charities and the effective use of charitable resources in the provision of humanitarian relief and assistance; and

2.3 the advancement of education and the promotion of research in relation to the subject of humanitarian assistance and any related subjects, provided that the useful results of any such research are published.

3. Powers

To further its objects the Charity may:

3.1 develop and implement ways of providing earlier, faster and more cost effective humanitarian aid than the funding approaches currently available allow;

3.2 develop and implement a portfolio of capacity strengthening projects, with a view to ensuring that local, regional, national and international humanitarian organisations have the capacity to respond to humanitarian crises effectively;

3.3 promote humanitarian leadership and increased participation in decision making and leadership within humanitarian organisations generally;

3.4 build partnerships between humanitarian organisations, so that they are able to operate in a coherent, mutually supportive, decentralised and self-organised way;
3.5 encourage the development of greater local and international capacity to deliver humanitarian relief and assistance by facilitating and supporting local and international humanitarian organisations;

3.6 promote and encourage innovation and ongoing evaluation in the context of humanitarian relief and assistance and develop new ways of operating through improved sharing of knowledge and the adaptation of ideas from other sectors;

3.7 foster collaboration between traditional and non-humanitarian organisations and improve relations between donors and organisations providing humanitarian aid with a view to increasing the overall scale, reach and impact of the humanitarian system;

3.8 provide and assist in the provision of money, materials or other help;

3.9 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

3.10 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;

3.11 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

3.12 provide or procure the provision of counselling and guidance;

3.13 provide or procure the provision of advice;

3.14 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;

3.15 enter into contracts to provide services to or on behalf of other bodies;

3.16 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

3.17 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the trustees think fit (in exercising this power the charity must comply as appropriate with the Charities Act 2011);

3.18 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);

3.19 set aside funds for special purposes or as reserves against future expenditure;

3.20 invest the charity’s money not immediately required for its objects in or upon any investments, securities, or property;
3.21 arrange for investments or other property of the charity to be held in the name of a nominee or nominees and pay any reasonable fee required;

3.22 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;

3.23 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;

3.24 accept (or disclaim) gifts of money and any other property;

3.25 raise funds by way of subscription, donation or otherwise;

3.26 trade in the course of carrying out the objects of the charity and carry on any other trade which is not expected to give rise to taxable profits;

3.27 incorporate and acquire subsidiary companies to carry on any trade;

3.28 subject to Article 4 (limitation on private benefits):

3.28.1 engage and pay employees, consultants and professional or other advisers; and

3.28.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;

3.29 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;

3.30 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the charity’s objects);

3.31 undertake and execute charitable trusts;

3.32 impose restrictions, which may be revocable or irrevocable, on the use of any property of the charity, including (without limitation) by creating permanent endowment;

3.33 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of anybody;

3.34 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;

3.35 pay out of the funds of the Charity the costs of forming and registering the Charity;

3.36 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;

3.37 recruit and despatch volunteers and personnel in the course of carrying out the objects of the Charity;

3.38 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in
the case of an officer who is not a Trustee, the second and third references to “charity trustees” in the said Section 189(1) shall be treated as references to officers of the Charity); and

3.39 do all such other lawful things as may further the Charity's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

4.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.

Permitted benefits to members

4.2 No part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Charity. This shall not prevent any payment in good faith by the Charity of:

4.2.1 any payments made to any member (whether through the deposit, lending or advancing of money, securities, investments or property or making of any grants, donations, subsidies, loans, bonds, notes, obligations, overdrafts or provision of any other financial facilities or any loans and advances of any kind) or insurance of all kinds of risks to any member, to carry out activities in furtherance of the Charity's objects;

4.2.2 reasonable and proper remuneration to any member for any goods or services supplied to the Charity (including services performed by the member under a contract of employment with the Charity), provided that if such member is a Trustee Articles 4.3, 4.4 and 4.5 shall apply;

4.2.3 interest at a reasonable and proper rate on money lent by any member to the Charity;

4.2.4 any reasonable and proper rent for premises let by any member to the Charity; and

4.2.5 any payments to a member who is also a Trustee which are permitted under Articles 4.3, 4.4 or 4.5.

Permitted benefits to Trustees and Connected persons

4.3 no Trustee may:

4.3.1 sell goods, services or any interest in land to the Charity;

4.3.2 be employed by, or receive any remuneration from, the Charity; or

4.3.3 receive any other financial benefit from the Charity;

unless the payment is permitted by Articles 4.4 or 4.5 or authorised by the court or the Charity Commission.

4.4 a Trustee may receive the following benefits from the Charity:
4.4.1 a Trustee or person Connected to a Trustee may receive a benefit from the Charity in his, her or its capacity as a beneficiary of the Charity or to carry out activities in furtherance of the Charity's objects;

4.4.2 a Trustee or person Connected to a Trustee may be reimbursed by the Charity for, or may pay out of the Charity's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Charity;

4.4.3 a Trustee or person connected to a Trustee for the purposes of s185 of the Charities Act 2011 may be paid reasonable and proper remuneration by the Charity for any goods or services supplied to the Charity on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that this provision and Article 4.4.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is a person connected to that Trustee for the purposes of s185 of the Charities Act 2011);

4.4.4 a Trustee or person Connected to a Trustee may receive interest at a reasonable and proper rate on money lent to the Charity;

4.4.5 a Trustee or person Connected to a Trustee may receive reasonable and proper rent for premises let to the Charity;

4.4.6 the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.36; and

4.4.7 a Trustee or other officer of the Charity may receive payment under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under Article 4.4, Article 19 (Trustee interests and management of conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

**Subsidiary Companies**

4.5 a Trustee may receive the following benefits from any Subsidiary Company:

4.5.1 a Trustee or a person Connected to a Trustee may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Charity or of any Subsidiary Company;

4.5.2 a Trustee or a person Connected to a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;

4.5.3 a Trustee or a person connected to a Trustee for the purposes of s185 of the Charities Act 2011 may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the Trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that this provision and Article 4.4.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be
4.5.4 a Trustee or a person connected to a Trustee may, with the prior approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;

4.5.5 a Trustee or a person connected to a Trustee may, with the prior approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;

4.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and

4.5.7 a Trustee or a person connected to a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Articles 4.5.3, 4.5.4 or 4.5.5 and provided that where benefits are conferred under Article 4.5, Article 19 (Trustee interests and management of conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while they are a member or within one year after they cease to be a member, for:

5.1 payment of the Charity’s debts and liabilities contracted before they cease to be a member;

5.2 payment of the costs, charges and expenses of winding up; and

5.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

TRUSTEES

TRUSTEES’ POWERS AND RESPONSIBILITIES

7. Trustees’ general authority

Subject to the Articles, the Trustees are responsible for the management of the Charity’s business, for which purpose they may exercise all the powers of the Charity.
8. **Members’ reserve power**

8.1 The members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action.

8.2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution.

9. **Chair and Vice Chair**

9.1 The Trustees shall appoint an Independent Trustee to be the Chair of the Trustees for such term of office as they determine (subject to the provisions of Article 25 which relate to the maximum term of office of Trustees) and may at any time remove him or her from that office.

9.2 The Trustees shall appoint an Elected Member Trustee to be the Vice Chair of the Trustees for such term of office as they determine (subject to the provisions of Article 25 which relate to the maximum term of office of Trustees) and may at any time remove him or her from that office.

10. **Trustees may delegate**

10.1 Subject to these Articles, the Trustees may delegate any of their powers or functions to any committee.

10.2 Subject to these Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.

10.3 Subject to these Articles, the Trustees may delegate the management of investments to a Financial Expert or Experts.

10.4 Any delegation by the Trustees may be:

10.4.1 by such means;

10.4.2 to such an extent;

10.4.3 in relation to such matters or territories; and

10.4.4 on such terms and conditions;

as they think fit.

10.5 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

10.6 Subject to the other provisions of these Articles, the Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

10.7 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

11. **Bye-Laws**
11.1 The Trustees shall propose the first iteration of the Bye-Laws to be presented to the members of the Charity for approval by special resolution. The Bye-Laws shall be binding on the Trustees and all members of the Charity. No Bye-Law shall be inconsistent with the Companies Acts, the Articles or any rule of law and to the extent that there is any inconsistency or conflict between any provisions of the Articles and the Bye-Laws, the provisions of the Articles shall prevail.

11.2 The Bye-Laws may regulate the following matters but are not restricted to them:

11.2.1 the appointment of Trustees;

11.2.2 the admission of members of the Charity and the benefits conferred on such members, and any subscriptions, fees or payments to be made by members;

11.2.3 the conduct of members of the Charity in relation to one another, and to the Charity’s officers, employees and volunteers;

11.2.4 the conduct of business of the Trustees or any committee (including, without limitation, how the Trustees make decisions and how such decisions are to be recorded or communicated to Trustees or members);

11.2.5 any of the matters or things within the powers or under the control of the Trustees; and

11.2.6 generally, all such matters as are commonly the subject matter of Bye-Laws.

11.3 following the first approval by the members of the Bye-Laws in accordance with Article 11.1, the Bye-Laws may be altered, added to or repealed in accordance with the provisions set out in the Bye-Laws, which may specify that certain Bye-Laws may be amended by the Trustees acting alone and that certain Bye-Laws require an ordinary resolution of members or a resolution of members requiring some other majority. No such alteration, addition or repeal shall be inconsistent with the Companies Acts, the Articles or any rule of law, and to the extent that there is any inconsistency or conflict between any provisions of the Articles and the amended Bye-Laws, the provisions of the Articles shall prevail.

11.4 in approving, altering, adding to or repealing the Bye-Laws, the Trustees and the members shall consider and have due regard to the Foundational Principles.

DECISION-MAKING BY TRUSTEES

12. Trustees to take decisions collectively

Any decision of the Trustees must be either:

12.1 by decision of a majority of the Trustees present and voting at a quorate Trustees’ meeting (subject to Article 17); or

12.2 a majority decision taken in accordance with Article 18.

13. Calling a Trustees’ meeting

13.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees’ meeting.
13.2 The Trustees shall, in the ordinary course, meet at least once a quarter and at any other times the Trustees think fit.

13.3 A Trustees’ meeting must be called by at least five Clear Days’ notice unless either:

13.3.1 all the Trustees agree; or

13.3.2 urgent circumstances require shorter notice.

13.4 Notice of Trustees’ meetings must be given to each Trustee.

13.5 Every notice calling a Trustees’ meeting must specify:

13.5.1 the place, day and time of the meeting;

13.5.2 the general nature of the business to be considered at such meeting; and

13.5.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

13.6 Notice of Trustees’ meetings need not be in Writing.

13.7 Article 51 shall apply, and notice of Trustees’ meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

14. Participation in Trustees’ meetings

14.1 subject to the Articles, Trustees participate in a Trustees’ meeting, or part of a Trustees’ meeting, when:

14.1.1 the meeting has been called and takes place in accordance with the Articles; and

14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).

14.2 In determining whether Trustees are present and participating in a Trustees’ meeting, it is irrelevant where any Trustee is or how they communicate with each other.

14.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any one of them is.

15. Quorum for Trustees’ meetings

15.1 At a Trustees’ meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

15.2 The quorum for Trustees’ meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than three, of whom a minimum of one must be a Member Trustee and one must be an Independent Trustee, and unless otherwise fixed it is three or one-third of the total number of Trustees plus one, whichever is the greater, of whom a minimum of one must be a Member Trustee and one must be an Independent Trustee. Provided always that, in a situation where all but two of the Trustees have a conflict of interest
in relation to a matter, the two Trustees who do not have a conflict of interest in relation to the matter shall constitute a quorum in relation to decisions concerning the matter in question.

15.3 if the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision:

15.3.1 to appoint further Trustees; or

15.3.2 to call a general meeting so as to enable the members to appoint further Trustees.

15.4 any meeting of the Trustees may be adjourned to another day, time or place at the discretion of the chair or by decision of a majority of the Trustees at the meeting. Notice shall be provided to all Trustees as soon as practicable following the adjournment of the date and time that the adjourned meeting is to be reconvened.

16. **Chairing of Trustees' meetings**

The Chair, if any, or in his or her absence the Vice Chair, or in his or her absence any other Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

17. **Casting vote**

17.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

17.2 Article 17.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

18. **Majority decisions without a meeting**

18.1 The Trustees may, in the circumstances outlined in this Article 18, make a majority decision without holding a Trustees' meeting.

18.2 If:

18.2.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;

18.2.2 that Trustee has taken all reasonable steps to make all the other Trustees aware of the matter and the decision;

18.2.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and

18.2.4 a majority of the Trustees vote in favour of a particular decision on that matter

a decision of the Trustees may be taken by majority and shall be as valid and effectual as if it had been taken at a Trustees' meeting duly convened and held.

18.3 trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting in accordance with this Article 18:

18.3.1 may be in different places, and may participate at different times; and
18.3.2 may communicate with each other by any means.

18.4 No decision shall be taken by the Trustees in accordance with this Article 18 unless a quorum participates in the decision-making process. The quorum for Trustees’ decision-making in accordance with this Article shall be the same as the quorum for Trustees’ meetings as set out in Article 15.

18.5 The Chair, if any, of the Trustees, or the Vice-Chair or such other Trustee as shall be appointed by the Trustees shall be the chair of the process of decision-making in accordance with this Article. The process shall include:

18.5.1 circulation of the proposed decision with: an indication of the time period for discussion; the date by which Trustees are asked to cast their votes; and the nomination of a person to whom all Trustees’ votes must be communicated;

18.5.2 if a majority of the Trustees vote in favour of the decision, the nominated person shall communicate the decision to all the Trustees and the date of the decision shall be the date of the communication from the nominated person confirming formal approval; and

18.5.3 the nominated person must prepare a minute of the decision in accordance with Article 55.

18.6 in the case of an equality of votes in any decision-making process in accordance with this Article 18, the chair of the decision-making process shall be entitled to a casting vote in addition to any other vote he or she may have. But this does not apply if, in accordance with the Articles, the chair of the decision-making process is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

19. **Trustee interests and management of conflicts of interest**

*Declaration of interests*

19.1 unless Article 19.2 applies, a Trustee must declare the nature and extent of:

19.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and

19.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.

19.2 there is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

*Participation in decision-making*

19.3 If a Trustee’s interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter.

19.4 In the event of any uncertainty about whether a Trustee’s interest or duty is likely to give rise to a conflict, the Trustee shall only be entitled to participate in the decision-making process if a majority of the other Trustees taking part in the decision-making process agree that there
is no conflict of interest or duty. In the event that the Trustees determine that a Trustee has a conflict of interest or duty, the Trustee in question must comply with Article 19.6.

19.5 Where a Trustee is an officer or employee of or a consultant to an organisation which has a direct interest in the outcome of a decision-making process, the Trustee will usually be considered to have a conflict of duty. A member of the Charity or a humanitarian organisation will not usually be considered to have a direct interest in the outcome of a decision-making process where the decision relates solely to the strategy or policy of the Charity in general terms.

19.6 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 19.6, he or she must:

19.6.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

19.6.2 not be counted in the quorum for that part of the process; and

19.6.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Charity

19.7 where a Trustee or person Connected with him or her has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

19.7.1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

19.7.2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

20. Register of Trustees’ interests

The Trustees must cause a register of Trustees’ interests and of the interests of any members of any committees of the Charity to be maintained by the Charity.

21. Validity of Trustee actions

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

APPOINTMENT AND RETIREMENT OF TRUSTEES

22. Number of Trustees

22.1 the board of Trustees shall, with effect from the adoption of these Articles, be comprised as follows:
22.1.1 a minimum of five Nominated Trustees, three of which must be Independent Trustees; and

22.1.2 a minimum of seven Elected Member Trustees,

provided that at no time shall the total number of Trustees exceed twelve.

23. **Initial Trustees**

Those persons notified to the Registrar of Companies as the first directors of the Charity shall be the first Trustees.

24. **Appointment of Trustees**

Elected Member Trustees shall be elected by the members, and Nominated Trustees shall be appointed by the members, each in accordance with the procedures set out in the Bye-Laws.

25. **Retirement of Trustees**

25.1 Each Trustee shall retire from office at the third Annual Retirement Meeting following the commencement of his or her term of office.

25.2 The Annual Retirement Meeting shall be the meeting of the Trustees at which the accounts of the Charity are adopted.

**Deemed reappointment**

25.3 subject to Article 25.4, if the Charity at the meeting at which a Trustee retires by virtue of Article 25.1 does not fill the vacancy, the retiring Trustee will, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Trustee is put to the meeting and lost, and subject to the ratification of such reappointment at the next general meeting of the Charity.

In the case of Elected Member Trustees who wishes to stand for a further term of office (between the first and second terms), any such Elected Member Trustee must be re-elected by the members in accordance with the Bye-Laws.

**Maximum term**

25.4 a Trustee who has served for two consecutive terms of office must take a break from office and may not be reappointed until the earlier of:

25.4.1 the anniversary of the commencement of his or her break from office; and

25.4.2 if applicable, the annual general meeting following the annual general meeting at which his or her break from office commenced,

unless the Trustees resolve that it is in the best interests of the Charity to disapply the provisions of this Article 25.4 for that Trustee. The Trustees must clearly set out in board minutes the rationale for why it is in the best interests of the Charity for that Trustee to be reappointed. In making their resolution, the Trustees should have due regard to the obligation
to ensure that there is an appropriate mix of competencies and experience across the composition of the Trustees as required by the Bye-Laws.

The Trustees may only resolve to disapply this Article 25.4 for a Trustee for a maximum of one further term of office and (i) any Elected Member Trustee would need to be re-elected by the members and (ii) any Nominated Trustee must be re-appointed by the Trustees and ratified by the members, in each case, in accordance with the process set out in the Bye-Laws.

Minimum age

25.5 no person may be appointed as a Trustee unless he or she has reached the age of 18 years.

Timing of retirement

25.6 a Trustee who retires at an Annual Retirement Meeting and who is not reappointed shall retain office until either:

25.6.1 the meeting appoints someone in his or her place; or

25.6.2 (if no one is appointed in his or her place) until the end of the meeting.

General

25.7 a Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

26. Disqualification and removal of Trustees

26.1 a Trustee shall cease to hold office if:

26.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

26.1.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;

26.1.3 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

26.1.4 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);

26.1.5 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;

26.1.6 in relation to an Independent Trustee only, that Trustee is or becomes Connected to a member of the Charity;

26.1.7 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days’ notice that the resolution is to be proposed,
specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees; or

26.1.8 at a general meeting of the Charity, a resolution is passed that he or she be removed from office, provided the meeting has invited his or her views and considered the matter in the light of such views.

26.2 if a Member Trustee who was an employee of a member or was otherwise Connected to a member at the time of their appointment as a Member Trustee ceases to be an employee of such member or Connected to such member, they shall:

26.2.1 in the case of an Elected Member Trustee, cease to be an Elected Member Trustee.

26.2.2 in the case of a Nominated Member Trustee, cease to be a Nominated Member Trustee. However, such individual shall remain on the Board in the role of Independent Trustee, provided that for the purposes of Article 25, the commencement of his or her term of office as an Independent Trustee shall be taken to be the commencement of his or her term of office as a Nominated Member Trustee.

HONORARY APPOINTMENTS

27. Honorary appointments

The Trustees may appoint and remove any persons(s) as President, Vice President, patron(s) of the Charity or such other honorary post on such terms as they shall think fit, subject to a ratification of the appointment by the members at the immediately following annual general meeting. Such appointments are honorary only and shall not carry voting rights. An honorary appointee (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity and shall also have the right to receive accounts of the Charity when available to members.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

28. Becoming a member

28.1.1 The members of the Charity shall be the subscribers to the Memorandum and such other organisations as are admitted to membership by the members in accordance with the Articles.

Membership criteria

28.2 The criteria for membership shall be defined in the Bye-Laws and may be varied from time to time by the Trustees as they see fit.

Applications

28.3 With the exception of the subscribers to the Memorandum and subject to Article 28.4, no organisation may become a member of the Charity unless:
that organisation has applied for membership in a manner approved by the Trustees and has provided such other evidence of meeting the criteria as may be specified in the Bye-Laws; and

28.3.2 the Membership Committee has reviewed the application and recommended to the members that it be approved; and

28.3.3 the members have approved the admission of the organisation as a member by special resolution.

28.4 if a member of the Charity incorporates, transfers substantially all of its assets to, or otherwise merges with another organisation which is not a member of the Charity, the merged organisation may be admitted to membership of the Charity without following the procedure set out in Article 28.3, provided that the members give their approval (not to be unreasonably withheld) to the admission of the merged organisation as a member by ordinary resolution and subject to such due diligence as the Trustees think fit.

Unincorporated organisations

28.5 An organisation admitted to membership which is unincorporated shall be a member through the person of its nominated representative from time to time. Every such organisation must notify the Charity in writing of the name of its nominated representative and may, subject to the members’ right to decline to accept any person as a member, replace such nominated representative at any time by giving notice to the Charity. An organisation admitted to membership which is unincorporated may appoint a deputy to carry out the role of the representative. In the absence of the representative, the deputy shall carry out the duties and exercise the powers of the representative. The membership rights may be exercised by the nominated representative or the deputy or by the organisation which he or she represents. The nominated representative will, as far as practicable, be the most senior employee of the organisation with direct responsibility for humanitarian relief and assistance, such as a Director of Humanitarian Assistance or equivalent.

Corporate Members

28.6 An organisation admitted to membership which is an incorporated body (a “Corporate Member”) may by resolution of its directors or other governing body authorise a person or persons to act as its authorised representative or representatives at any meeting of the Charity. Each Corporate Member will, as far as practicable, appoint the most senior employee of the Corporate Member with direct responsibility for humanitarian relief and assistance, such as a Director of Humanitarian Assistance or equivalent, as its principal authorised representative. Evidence of the appointment of the representative must be provided in the form of:

28.6.1 an original or certified copy of the resolution of the directors or other governing body of the Corporate Member; or

28.6.2 a letter confirming the appointment of the representative on the letterhead of the Corporate Member signed by a duly authorised individual and submitted with evidence of the authority under which it was signed; or

28.6.3 such other form as the Trustees may reasonably require.
28.7 a person authorised under Article 28.6 may exercise (on behalf of the Corporate Member) the same powers as the Corporate Member could exercise if it were an individual member. An organisation admitted to membership which is incorporated may appoint a deputy to carry out the role of the representative. In the absence of the representative, the deputy shall carry out the duties and exercise the powers of the representative.

Subscriptions

28.8 the Trustees may levy subscriptions on members of the Charity at such rate or rates by reference to such agreed indicators or other criteria laid down in the Bye-Laws.

Register of members

28.9 the names of the members of the Charity must be entered in the register of members which shall include, where relevant, a note that an unincorporated organisation is a member through the person of its nominated representative under Article 28.5.

29. Termination of membership

29.1 Subject to Article 28.5, membership is not transferable.

29.2 A member shall cease to be a member:

29.2.1 if the Trustees recommend to the members that a member should be expelled and the members pass a special resolution approving the expulsion. A member expelled by such resolution shall nevertheless remain liable to pay to the Charity any subscription or other sum owed and to perform such requirements as may be set out in the Bye-Laws in relation to expulsion as a member;

29.2.2 if the Trustees resolve to expel the member in a situation in which they reasonably believe that an urgent decision needs to be taken because:

(a) the member has ceased to meet any of the eligibility criteria set out in the Bye-Laws;

(b) the member has breached any obligation of any membership agreement set out from time to time;

(c) the member is a member on behalf of an unincorporated organisation under Article 28.5 and the unincorporated organisation ceases to exist;

(d) the member, being a Corporate Member, goes into liquidation other than for the purpose of a solvent reconstruction or amalgamation, has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets, or has an order made or a resolution passed for its winding up; or

(e) any subscription or other sum payable by the member to the Charity is not paid on the due date and remains unpaid at the end of the period of six calendar months beginning with the due date. The Trustees may re-admit to membership any person who ceases to be a member on this ground on him, her or it paying such reasonable sum as the Trustees may determine; or
the Trustees reasonably believe that its continued membership is harmful to or is likely to become harmful to the interests of the Charity, and at a meeting of the Trustees at which at least three-quarters of the Trustees are present, a resolution is passed resolving that the member be expelled. Such a resolution may not be passed unless the member has been given at least 14 Clear Days’ notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees. A member expelled by such a resolution shall nevertheless remain liable to pay to the Charity any subscription or other sum owed and to perform such requirements as may be set out in the Bye-Laws in relation to expulsion as a member;

29.2.3 on the expiry of at least three months’ notice given by the member to the Charity of his, her or its intention to withdraw. A member giving such notice of intention to withdraw shall nevertheless remain liable to pay to the Charity any subscription or other sum owed and to perform such requirements as may be set out in the Bye-Laws in relation to withdrawal by a member; or

29.2.4 if a member undergoes a change of control, under which a transfer of voting rights occurs which results in over half of the voting rights in the member being held by one person or organisation who did not previously have control of the member, the member shall be expelled 60 days after the change of control unless during that period the remaining members pass an ordinary resolution resolving that the member shall remain a member.

30. Associate members

The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such associate members shall be members of the Charity for the purposes of the Articles or the Companies Acts.

ORGANISATION OF GENERAL MEETINGS

31. Annual general meetings

The Charity must hold an annual general meeting within 18 months of incorporation and afterwards once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Trustees think fit.

32. Other general meetings

32.1 The Trustees may call a general meeting at any time.

32.2 The Trustees must call a general meeting if required to do so by the members under the Companies Acts.

33. Other consultation meetings
The Trustees may call other meetings of some or all of the members, or of chief executives of the members, at any time to consult with some or all of the members about matters of strategy and policy, with a view to facilitating the collective work of the Charity and the members. Such meetings may be held informally and shall not be general meetings for the purposes of company law, although provision may be made for the conduct of any such meetings in the Bye-Laws.

34. **Length of notice**

All general meetings must be called by either:

34.1 at least 14 Clear Days' notice; or

34.2 shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.

35. **Contents of notice**

35.1 Every notice calling a general meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted.

35.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

35.3 In every notice calling a meeting of the Charity there must appear with reasonable prominence a statement informing the member of his, her or its rights to appoint another person as his, her or its proxy at a meeting of the Charity.

35.4 If the Charity gives an electronic Address in a notice calling a meeting, it will be deemed to have agreed that any Document or information relating to proceedings at the meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice).

36. **Service of notice**

Notice of general meetings must be given to every member, to the Trustees and to the auditors of the Charity.

37. **Attendance and speaking at general meetings**

37.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

37.2 A person is able to exercise the right to vote at a general meeting when:

37.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

37.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
37.3 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

37.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

37.5 two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

38. **Quorum for general meetings**

38.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.

38.2 The quorum shall be:

38.2.1 ten persons entitled to vote on the business to be transacted (each being a member, an authorised representative of a Corporate Member or a proxy for a member); or

38.2.2 one third plus one of the total membership (represented in person, via authorised representative in the case of Corporate Members or by proxy); whichever is greater.

38.3 If two or more persons are authorised representatives of the same Corporate Member they shall together count as one person for the purposes of Article 38.2.1.

38.4 If a quorum is not present within half an hour from the time appointed for the meeting:

38.4.1 the chair of the meeting may adjourn the meeting to such day, time and place (within 14 days of the original meeting) as he or she thinks fit; and

38.4.2 failing adjournment by the chair of the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Trustees may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

39. **Chairing general meetings**

39.1 The Chair (if any) or in his or her absence the Vice Chair shall preside as chair of every general meeting.

39.2 If none of the Chair, or the Vice Chair is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting and, if there is only one Trustee present and willing to act, he or she shall be chair of the meeting.

39.3 If no Trustee is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the members present in person, or via their authorised representative, or by proxy and entitled to vote must choose one of the members
or authorised representatives present in person to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting under this Article 39.3.

40. **Attendance and speaking by Trustees and honorary appointees**

40.1 Trustees are expected to attend and speak at general meetings, whether or not they are members.

40.2 Holders of honorary appointments may attend and speak at general meetings, whether or not they are members.

40.3 The chair of the meeting may permit other persons who are not members of the Charity (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting.

40.4 The members may determine that part or all of a general meeting shall be held as a closed session without any Trustees or holders of honorary appointments present.

41. **Adjournment**

41.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

41.1.1 the meeting consents to an adjournment; or

41.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

41.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

41.3 When adjourning a general meeting, the chair of the meeting must:

41.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and

41.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

41.4 if the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Charity must give at least 7 Clear Days’ notice of it:

41.4.1 to the same persons to whom notice of the Charity’s general meetings is required to be given; and

41.4.2 containing the same information which such notice is required to contain.

41.5 no business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

**VOTING AT GENERAL MEETINGS**

42. **Voting: general**
42.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

42.2 On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the resolution:

42.2.1 has or has not been passed; or

42.2.2 passed with a particular majority;

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with Article 55 is also conclusive evidence of that fact without such proof.

42.3 each member shall have due regard to the Foundational Principals when exercising their right to vote and may be reminded of this requirement by the chair of the meeting.

43. Votes

Votes on a show of hands

43.1 on a vote on a resolution which is carried out by a show of hands, the following persons in attendance and eligible to vote shall have one vote each:

43.1.1 each member present in person;

43.1.2 (subject to article 48.3) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution; and

43.1.3 each authorised representative of a Corporate Member present;

provided that if a person attending the meeting falls within two or more of the above categories, he or she is not entitled to cast more than one vote but shall instead have a maximum of one vote.

Votes on a poll

43.2 on a vote on a resolution which is carried out by a poll, the following persons in attendance and eligible to vote have one vote each:

43.2.1 every member present in person;

43.2.2 every member present by proxy (subject to article 48.3); and

43.2.3 every authorised representative of a Corporate Member (subject to Article 43.3) present.

43.3 on a vote on a resolution at a meeting which is carried out by a poll, if more than one authorised representative of a Corporate Member purports to vote on behalf of the same Corporate Member:

43.3.1 if they purport to vote in the same way, they will be treated as having cast one vote between them; and
43.3.2 if they purport to vote in different ways they are treated as not having voted.

General

43.4 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.

43.5 No member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Charity have been paid.

44. Errors and disputes

44.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

44.2 Any such objection must be referred to the chair of the meeting whose decision is final.

45. Poll votes

45.1 a poll on a resolution may be demanded:

45.1.1 in advance of the general meeting where it is to be put to the vote; or

45.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

45.2 a poll may be demanded by:

45.2.1 the chair of the meeting, at his or her absolute discretion;

45.2.2 the trustees;

45.2.3 two or more persons having the right to vote on the resolution;

45.2.4 any person, who, by virtue of being appointed proxy or authorised representative of a corporate member for one or more members having the right to vote on the resolution, holds two or more votes; or

45.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

45.3 a demand for a poll may be withdrawn if:

45.3.1 the poll has not yet been taken; and

45.3.2 the chair of the meeting consents to the withdrawal.

46. Procedure on a poll

46.1 subject to the Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs, including by poll cards or by electronic voting
handsets and may be taken in a manner such that the vote of each member is not disclosed publicly to any person other than the chair or any scrutineers. The chair of the meeting may direct that a poll taken in such manner as may be necessary to ensure a secret ballot.

**Results**

46.2 The chair of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.

46.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

**Timing**

46.4 a poll on:

46.4.1 the election of the chair of the meeting; or

46.4.2 a question of adjournment;

must be taken immediately.

46.5 Other polls must be taken within 30 days of their being demanded.

46.6 A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.

**Notice**

46.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.

46.8 In any other case, at least 7 days’ notice must be given specifying the time and place at which the poll is to be taken.

**Proxies**

**Power to appoint**

47.1 a member (including a Corporate Member) is entitled to appoint another person as his, her or its proxy to exercise all or any of his, her or its rights to attend and speak and vote at a meeting of the Charity. A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed.

**Manner of appointment**

47.2 proxies may only validly be appointed by a notice in Writing (a “Proxy Notice”) which:

47.2.1 states the name and address of the member appointing the proxy;

47.2.2 identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
47.2.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the trustees may determine; and

47.2.4 is delivered to the charity in accordance with the articles and any instructions contained in the notice of general meeting to which they relate.

47.3 A proxy for a member representing an unincorporated organisation under Article 28.5 may be appointed by the member or by the organisation which he or she represents.

47.4 The Charity may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

47.5 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

47.6 Unless a Proxy Notice indicates otherwise, it must be treated as:

47.6.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

47.6.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

48. Delivery of Proxy Notices

48.1 the address for the delivery of a Proxy Notice in relation to any general meeting is:

48.1.1 the registered office of the Charity; or

48.1.2 any other Address or Addresses specified by the Charity as an Address at which the Charity or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form; or

48.1.3 any electronic Address falling within the scope of Article 48.2.

(the “Proxy Notification Address”)

48.2 if the Charity gives an electronic Address:

48.2.1 in a notice calling a meeting;

48.2.2 in an instrument of proxy sent out by it in relation to the meeting; or

48.2.3 in an invitation to appoint a proxy issued by it in relation to the meeting;

it will be deemed to have agreed that any Document or information relating to proxies for that meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice). In this Article 48.2, Documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy.

Attendance of member
a person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a
general meeting (including an authorised representative of a Corporate Member) remains so
tenished in respect of that meeting or any adjournment of it, even though a valid Proxy Notice
has been delivered to the Charity by or on behalf of that person (or the Corporate Member
which they represent). If the person casts a vote in such circumstances, any vote cast by the
proxy appointed under the Proxy Notice is not valid.

Timing

Subject to Articles 48.5 and 48.6, a Proxy Notice must be received at a Proxy Notification
Address not less than 48 hours before the general meeting or adjourned meeting to which it
relates.

In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be
received at a Proxy Notification Address not less than 24 hours before the time appointed for
the taking of the poll.

In the case of a poll not taken during the meeting but taken not more than 48 hours after it
was demanded, the Proxy Notice must be:

received in accordance with Article 48.4; or
given to the chair, Secretary (if any) or any Trustee at the meeting at which the poll was
demanded.

Interpretation

saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and
24 hour periods referred to in this Article 48.

Revocation

An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given
by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a
Proxy Notification Address.

A notice revoking the appointment of a proxy only takes effect if it is received before:

the start of the meeting or adjourned meeting to which it relates; or

(in the case of a poll not taken on the same day as the meeting or adjourned meeting) the
time appointed for taking the poll to which it relates.

Execution

If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied
by written evidence of the authority of the person who executed it to execute it on the
appointer's behalf.

Amendments to resolutions
an ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

49.1 notice of the proposed amendment is given to the Charity in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours (excluding Saturdays, Sundays and Public Holidays) before the meeting is to take place (or such later time as the chair of the meeting may decide); and

49.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

49.2 a special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

49.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

49.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

49.3 if the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair’s error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

50. Written resolutions

General

50.1 subject to this Article 50 a written resolution agreed by:

50.1.1 members representing a simple majority; or

50.1.2 (in the case of a special resolution) members representing not less than 75%; of the total voting rights of eligible members shall be effective.

50.2 on a written resolution each member shall have one vote.

50.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution provided that no member shall be entitled to vote on a written resolution unless all monies presently payable by him, her or it to the Charity have been paid.

50.4 A members’ resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Circulation

50.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his, her or its agreement and the date by which the resolution must be passed if it is not to lapse.
50.6 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

50.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.

50.8 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Companies Acts.

Signifying agreement

50.9 A member signifies his, her or its agreement to a proposed written resolution when the Charity receives from him, her or it (or from someone acting on his, her or its behalf) an authenticated Document:

50.9.1 identifying the resolution to which it relates; and

50.9.2 indicating the member's agreement to the resolution.

50.10 For the purposes of Article 50.9:

50.10.1 A Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

50.10.2 A Document sent or supplied in Electronic Form is sufficiently authenticated if:

(a) the identity of the sender is confirmed in a manner specified by the Charity; or

(b) where no such manner has been specified by the Charity, if the communication contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.

50.11 If the Charity gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

51. Communications by the Charity

Methods of communication

51.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Charity under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Charity, including without limitation:

51.1.1 in Hard Copy Form;
51.1.2 in Electronic Form; or

51.1.3 by making it available on a website.

51.2 Where a Document or information which is required or authorised to be sent or supplied by the Charity under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

51.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

51.4 A member present in person or by proxy or via their authorised representative if a Corporate Member at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called.

51.5 Where any Document or information is sent or supplied by the Charity to the members:

51.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

51.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

51.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

(a) when the material was first made available on the website; or

(b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

51.6 subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

51.7 where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:

51.7.1 if the Document or information has been sent to a member or Trustee and is notice of a general meeting of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the member’s or Trustee’s postal address as shown in the Charity’s register of members or Trustees, but may in its discretion choose to do so;
in all other cases, the Charity shall send a Hard Copy of the Document or information to the member’s postal address as shown in the Charity’s register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

Copies of the Charity’s annual accounts and reports need not be sent to a person for whom the Charity does not have a current Address.

Notices of general meetings need not be sent to a member who does not register an Address with the Charity, or who registers only a postal address outside the United Kingdom, or to a member for whom the Charity does not have a current Address.

Communications to the Charity

The provisions of the Companies Acts shall apply to communications to the Charity.

Secretary

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and

anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

Minutes

The Trustees must cause minutes to be made:

of all appointments of officers made by the Trustees;

of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
55.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of
Trustees, including the names of the Trustees or committee members present at each such
meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees’ meetings
signed or authenticated) by the chair of the meeting at which the proceedings were had, or
by the chair of the next succeeding meeting, shall, as against any member or Trustee of the
Charity, be sufficient evidence of the proceedings.

56. Records and accounts

56.1 the Trustees shall comply with the requirements of the Companies Acts and of the Charities
Act 2011 as to maintaining a members’ register, keeping financial records, the audit or
examination of accounts and the preparation and transmission to the Registrar of Companies
and the Charity Commission of:

56.1.1 annual reports;

56.1.2 annual returns; and

56.1.3 annual statements of account.

56.2 except as provided by law or authorised by the Trustees or an ordinary resolution of the
Charity, no person is entitled to inspect any of the Charity’s accounting or other records or
Documents merely by virtue of being a member.

57. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly
excluded.

WINDING UP

58. Winding up

58.1 at any time before, and in expectation of, the winding up or dissolution of the Charity, the
members of the Charity or, subject to any resolution of the members, the Trustees, may
resolve that any net assets of the Charity after all its debts and liabilities have been paid, or
provision made for them, shall on the dissolution or winding up of the Charity be applied or
transferred in any of the following ways:

58.1.1 directly for the objects of the Charity; or

58.1.2 to any institution or institutions which is or are regarded as charitable under the law of every
part of the United Kingdom:

(a) for purposes similar to the objects of the Charity; or

(b) for use for particular purposes that fall within the objects of the Charity.
58.2 In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity under this Article 58 (except to a member that is itself an institution chosen to benefit under this Article 58).

58.3 If no resolution is passed in accordance with Article 58.1 the net assets of the Charity shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.
**Schedule 1**

**INTERPRETATION**

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Address”</td>
<td>includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;</td>
</tr>
<tr>
<td>“Annual Retirement Meeting”</td>
<td>has the meaning given in Article 25;</td>
</tr>
<tr>
<td>“Articles”</td>
<td>the Charity’s articles of association;</td>
</tr>
<tr>
<td>“Bye-Laws”</td>
<td>the rules established pursuant to Article 11;</td>
</tr>
<tr>
<td>“Chair”</td>
<td>has the meaning given in Article 9;</td>
</tr>
<tr>
<td>“Charity”</td>
<td>Start Network;</td>
</tr>
<tr>
<td>“Charity Commission”</td>
<td>the Charity Commission of England and Wales or any body which replaces it;</td>
</tr>
<tr>
<td>“Circulation Date”</td>
<td>in relation to a written resolution, has the meaning given to it in the Companies Acts;</td>
</tr>
<tr>
<td>“Clear Days”</td>
<td>in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;</td>
</tr>
<tr>
<td>“Companies Acts”</td>
<td>the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;</td>
</tr>
<tr>
<td>“Connected”</td>
<td>any person falling within one of the following categories:</td>
</tr>
<tr>
<td>(a)</td>
<td>Any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or</td>
</tr>
<tr>
<td>(b)</td>
<td>The spouse or civil partner of any person in (a); or</td>
</tr>
<tr>
<td>(c)</td>
<td>Any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or</td>
</tr>
</tbody>
</table>
Any organisation, company, partnership or firm of which a Trustee is a trustee, director, member, partner or employee, or shareholder holding more than 1% of the capital;

“Corporate Member” has the meaning given in Article 28.6;

“Document” includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form;

“Elected Member Trustee” a trustee of the Charity who has been elected by the members pursuant to Article 24 and who is Connected to a member of the Charity, including by way of being an employee of a member;

“Electronic Form” and “Electronic Means” have the meanings respectively given to them in Section 1168 of the Companies Act 2006;

“Financial Expert” an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;

“Foundational Principles” the foundational principles as set out in the Appendix to these Articles, which embody the ethos and spirit of the Charity and provide a foundation for its future development;

“Hard Copy” and “Hard Copy Form” have the meanings respectively given to them in the Companies Act 2006;

“Independent Trustee” a trustee of the Charity who is appointed pursuant to Article 24 and who is not Connected to and does not have a duty of loyalty to any of the members of the Charity, which in practice will be a person who is not, for example, a trustee or employee of a member and who is not seen to be closely Connected to any member;

“Membership Committee” a committee of the board of Trustees established to review and consider applications for membership of the Charity in accordance with Article 28;

“Member Trustee” an Elected Member Trustee or a Nominated Member Trustee;

“Nominated Trustee” a trustee of the Charity who is appointed pursuant to Article 24 and who may be a Nominated Member Trustee or an Independent Trustee;

“Nominated Member Trustee” a trustee of the Charity who is appointed pursuant to Article 24 and who is Connected to a member of the
Charity, including by way of being an employee of a member;

“Memorandum” the Memorandum of Association of the Charity;

“Proxy Notice” has the meaning given in Article 47;

“Proxy Notification Address” has the meaning given in Article 48.1;

“Public Holiday” Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;

“Secretary” the secretary of the Charity (if any);

"Senior Representative" means:

(a) In respect of unincorporated members, a nominated representative appointed from time to time in accordance with Article 28.5, or

(b) In respect of Corporate Members, an appointed representative appointed from time to time in accordance with Article 28.6,

...to represent its needs and interests in relation to the Charity and to attend meetings of the members,

and references to Senior Representative in these Articles shall, where the context admits, be deemed to include a deputy appointed in accordance with these Articles and acting in the absence of the Senior Representative;

“Subsidiary Company” any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;

“Trustees” the directors of the Charity, comprising the Nominated Trustees and the Elected Member Trustees, each individually being a “Trustee”;

“Vice Chair” has the meaning given to it in Article 9;

“Writing” the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
2. Any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity.
APPENDIX

The Foundational Principles

Duty to Advance Objects and Uphold Foundational Principles

1. The members of the Charity and their representatives shall, as far as practicable, not vote or act in accordance with the real or perceived interests of the members but shall vote and act in the interests of the Charity, with a view to advancing the objects of the Charity and maintaining and upholding the Foundational Principles.

The Humanitarian System

1. The Charity shall aim to develop and implement ways of providing earlier, faster and more cost effective humanitarian aid than current approaches allow.

2. The Charity shall aim to strengthen the capacity of local, national and regional humanitarian organisations to respond to humanitarian crises effectively.

3. The Charity shall promote humanitarian leadership and the increased participation of the global south in decision making and leadership within the humanitarian system.

4. The Charity shall build partnerships between humanitarian organisations, so that they are able to operate in a coherent, supportive, decentralised and self-organised way.

5. The Charity shall promote and encourage innovation and ongoing evaluation in the context of humanitarian relief and assistance and develop new ways of operating through improved sharing of knowledge and adaptation of ideas from other sectors.

6. The Charity shall foster collaboration between humanitarian organisations and donors, with a view to increasing the scale, reach and impact of the humanitarian system.

7. The Charity shall, as far as practicable, work to elevate the role and influence of Directors of Humanitarian Relief and Assistance (or equivalent persons with direct responsibility for humanitarian relief and assistance) in the work of the Charity, in humanitarian organisations generally and in the humanitarian system as a whole.

The Membership

1. The Charity shall work towards increasing the number and range of members.

2. The membership shall, as far as practicable, be global in reach and impact.

3. The membership should be willing and capable of leveraging large and dispersed donations.

4. Members shall have equal participation and equal rights regardless of when they join.

5. The membership shall aim to maintain professional standards and trust and confidence on the part of donors and key stakeholders in the membership as a whole.

Schedule 5 - Bye-Laws
BYE-LAWS
of Start Network

Originally dated [ ] 2015 as amended on 2018

Bates Wells & Braithwaite London LLP
10 Queen Street Place, London, EC4R 1BE
(Telephone: 020 7551 7777)
www.bwblp.com
000723/0073/001262773
BYE-LAWS OF START NETWORK

dated 18 November 2015 as amended on [ ] 2018

INTERPRETATION AND AMENDMENT

1. Short Title, Commencement and Preamble

1.1 These Bye-Laws may be called the “Charity Bye-Laws” or the “Bye-Laws”.

1.2 These Bye-Laws shall be deemed to have come into effect from the date they are duly approved by the members of the Charity in accordance with Article 11 of the Articles.

1.3 These Bye-Laws may need to be reviewed and revised as the Charity develops and its operational model iterates over time in order to reflect the dynamic and evolving nature of the Charity and its activities.

2. Definitions

2.1 The interpretation of these Bye-Laws is governed by the provisions set out in Schedule 1 at the end of the Bye-Laws.

2.2 In the event of any inconsistency between the provisions of these Bye-Laws and the Articles, the provisions of the Articles shall override.

3. Amendment of Bye-Laws

3.1 Except as expressly stated otherwise in these Bye-Laws, these Bye-Laws may be altered, added to or repealed by a majority decision of the Trustees in accordance with Article 11 of the Articles of Association and the provisions of these Bye-laws.

3.2 Any member seeking to make an amendment to the changes to the Bye-Laws proposed by the Trustees pursuant to Bye-Law 3.1 above must submit details of the proposed amendment in writing to the Trustees.

3.3 An alteration, addition or repeal to these Bye-Laws shall be effective from the date of its approval in accordance with the Articles and these Bye-Laws but shall not invalidate any decisions made prior to its approval.

3.4 the Trustees, and shall make any alteration or addition to or repeal any Bye-Law that:

3.4.1 is inconsistent with the Companies Acts, the Articles, or any rule of law;

3.4.2 purports to amend or repeal any of the provisions of the Articles; or

3.4.3 is found by a majority of those present and attending a meeting of the Trustees to be inconsistent with the Foundational Principles,

   to ensure that the Bye-Laws are consistent with the Companies Acts, the Articles, the Foundational Principles or any rule of law applicable to the Charity.

OFFICERS AND EMPLOYEES OF THE CHARITY
4. **Selection of Trustees**

**Appointment of Trustees**

4.1 trustees shall be appointed in accordance with the following process:

4.1.1 The Nominations Committee will review the composition of the board of Trustees from time to time, and make recommendations to the members as required, as to the appropriate profile and skills required on the board in accordance with Bye-Law 4.9;

4.1.2 In respect of Nominated Trustee recruitment:

(a) At least 30 Clear Days before the Declaration Date the Returning Officer shall notify all members of the Declaration Date and shall advise the members which Trustees are retiring by rotation and invite nominations from within and outside the membership for the post of Trustees in accordance with standards on open recruitment, together with a summary of the criteria for that Nominated Trustee vacancy, setting out the skills, qualifications and experience that are desirable for that post;

(b) candidates shall apply and will be shortlisted by the Nominations Committee. The Nominations Committee’s recommendations for candidates for the position of Nominated Trustees shall be selected based on the requirements of the Trustees at the time, drawn from the most recent skills audit, and respecting point (g) below;

(c) candidates will be selected for interview (with Chair, Chief Executive Officer or any other interviewer from the Charity or the Trustees deemed appropriate);

(d) the Nominations Committee will make recommendations to the Trustees as to the most suitable candidate;

(e) the Trustees will decide on the most suitable candidate by decision of a majority of the Trustees present and voting at a quorate Trustees’ meeting and such recommendation will be put to the members for ratification in accordance with Bye-Laws 4.1.4 and 4.1.5;

(f) The name of each candidate recommended by the Nominations Committee shall be dispatched or otherwise made available to each member at least 21 Clear Days before the Declaration Date together with the ballot forms which shall be in such form as the Returning Officer may prescribe or other voting method. The ballot forms completed in writing must be returned to the Charity or such other voting method complied with at least 14 Clear Days before the Declaration Date.

(g) At any one time, three of the appointed Nominated Trustees must be Independent Trustees.

4.1.3 in respect of Elected Member Trustee recruitment;

(a) At least 30 Clear Days before the Declaration Date the Returning Officer shall notify all members of the Declaration Date and shall advise the members which Trustees are retiring by rotation and invite nominations for the post of Trustees;
(b) The Returning Officer shall ensure that the members have been provided with the Nominations Committee Report at least 30 Clear Days before the Declaration Date.

(c) The Returning Officer will advertise a call for expressions of interest and applications from the membership, via the Senior Representatives or in such other manner as the Trustees may determine from time to time;

(d) Nominations for candidates of Trustees shall be made by members or Trustees currently in office and must be received by the Returning Officer at least 30 Clear Days before the Declaration Date. Nominations must be in writing in such form as the Returning Officer may prescribe.

(e) Each proposer must supply to the Returning Officer:
   
   (i) the name, address, confirmation that they are over 18 years of age, nationality, business occupation and details of any directorships or other offices of the candidate; and
   
   (ii) consent in writing of the candidate.

(f) the name and nomination information of each candidate shall be dispatched or otherwise made available to each member at least 21 Clear Days before the Declaration Date together with the ballot forms which shall be in such form as the Returning Officer may prescribe or other voting method. The ballot forms completed in writing must be returned to the Charity or such other voting method complied with at least 14 Clear Days before the Declaration Date.

4.1.4 Subject to Bye-Law 4.1.5, all Trustees shall be elected by the members in accordance with these Bye-Laws. The elections shall be held by postal or electronic ballot or such other method(s) as may be determined by the Returning Officer in accordance with these Bye-laws. The Returning Officer shall consult with the Chair of the Trustees as to whether or not any steps should be taken to make each ballot a secret ballot.

4.1.5 The Trustees may decrease or increase, as appropriate, any of the time periods required by these Bye-laws, if the Trustees consider it to be in the best interests of the Charity to do so.

4.1.6 The ballot forms shall list the Foundational Principles prominently and shall state that members shall have due regard to the Nominations Committee Report and the Foundational Principles when electing the Trustees.

4.1.7 A dead heat in a ballot shall be resolved first by agreement between the candidates and failing that, by lot. The results of the election shall be announced on the Declaration Date and the ruling of the Returning Officer with regard to the results shall be final.

4.1.8 Trustees shall commence their period of office on the relevant Declaration Date, or such other date as the Returning Officer declares the result of the relevant election.

4.2 if a vacancy arises in the office of the Trustees during a year, the board of Trustees may hold an election to fill such vacancy. The board shall set the terms for such appointment, including the nominations and voting procedure, as it considers to be reasonable in the circumstances. The appointed replacement Trustee shall hold office until the date of the immediately following annual general meeting.
4.3 Subject to the above Bye-Laws, the Charity may by ordinary resolution appoint a person who is willing to act to be a Trustee.

4.4 Subject to the approval of the Trustees, the Returning Officer shall prescribe such guidelines as may be necessary for the fair and open election of Trustees.

**Appointment of Trustees**

4.5 the form of written nomination prescribed by the Returning Officer for candidates of Trustees shall, without limitation:

4.5.1 for Elected Member Trustees only, require that any nomination is seconded by the by the chief executive of the relevant member together with a written acknowledgment that the candidate is permitted by that member to participate in the management of the business of the Charity. For the avoidance of doubt, any work undertaken by the Elected Member Trustee shall not be regarded as work that has been conducted within the scope of that Elected Member Trustee’s employment with the member and the doctrine that the member, as employer, shall be responsible for any acts conducted by its employee in the exercise of its duties as Trustee, shall not apply; and

4.5.2 for all Trustees, includes a statement of no more than 300 words that addresses:

(a) suitability with reference to Bye-Laws 4.10 and 1.1 (Selection of Trustees) above;

(b) willingness to serve as a Trustee; and

(c) the candidate’s vision for the Charity going forward.

4.6 Each candidate for the position of Elected Trustee shall, at the discretion of the Trustees, be required to make a verbal statement of approximately two minutes in length to a meeting of the members in support of their application for the role.

4.7 No member shall have the right to nominate any person for appointment as an Elected Member Trustee other than an employee of the nominating member.

**Role of Nominations Committee**

4.8 In the performance of their obligations under these Bye-laws, the Nominations Committee shall have due regard to the requirements of this Bye-Law.

4.9 The Nominations Committee will review the composition of the board of Trustees from time to time, and make recommendations to the members as required, including in respect of the number of Trustees, to ensure that:

4.9.1 the mix of competencies and experience set out in this Bye-Law is adequately reflected as required by Bye-Law 4.10; and

4.9.2 to maintain diversity and independence of Trustee decision making such that no single person or small group of individuals dominates decision making at a meeting of the Trustees.

4.10 Each Trustee must demonstrate one or more of the skills or areas of competence as determined by such skills audit as may be procured by the board of Trustees from time to
time, and the board of Trustees as a whole must demonstrate all of the skills or areas of competence as determined by such skills audit as may be procured by the board of Trustees.

4.11 Any amendment to this Bye-Law 4 shall require the approval of the members acting by ordinary resolution, save for such amendments as expressly excepted herein.

5. **Treasurer**

5.1 The treasurer (the "Treasurer") of the Charity shall be an Independent Trustee with demonstrable and robust financial management, audit and/or accountancy experience.

5.2 The Treasurer shall act as chair of the Finance and Audit Committee.

6. **Delegation of Authority by Trustees**

**Delegation to Committees**

6.1 Subject to the approval of the Trustees, the Start Team may also establish operational procedures and/or terms of reference for each work stream (the "Terms of Reference"). Terms of Reference for each of the Start Fund Committee, Finance and Audit Committee, Nominations Committee and Membership Committee shall be in the form set out at Schedule 2 to these Bye-Laws and may be amended from time to time by the Trustees as they see fit.

6.2 Committees can either be Standing Committees or Ad-Hoc Committees.

6.3 Committees can either be Governance Committees or Operational Committees (which may be Standing Committees or Ad-Hoc Committees, depending on their purpose and remit).

6.4 The appropriate composition for committees will be at the discretion of the Trustees and chairs of such committees depending on the needs of the committee and in accordance with the following rules:

6.4.1 a Trustee must chair any Standing Committee which is a Governance Committee;

6.4.2 Governance Committees which are Standing Committees must always report to the Trustees;

6.4.3 Ad-Hoc Committees may report to the Trustees or to other committees (which themselves report to the Trustees), depending on their remit;

6.4.4 a Trustee should be represented on any ad-hoc committees;

6.4.5 any committee must include in its composition at least one Senior Representative in addition to a Trustee; and

6.4.6 where required, Grant Custodians should be represented.

7. **Nominations Committee**

The Nominations Committee will be established and governed in accordance with such provisions of the Articles and these Bye-Laws as are applicable to committees and the applicable Terms of Reference as may be approved by a decision of the Trustees from time to time.
8. **Membership Committee**

8.1 The Trustees shall delegate responsibility for management of any application by a person to become a member of the Charity and making recommendations to the Trustees as to the membership and membership policy to the membership committee (the "Membership Committee"). The Trustees may make such recommendations to the Members for their approval. If approved by the Trustees, the Membership Committee shall have responsibility for ensuring that such membership policy is implemented.

8.2 The Membership Committee will be established and governed in accordance with such provisions of the Articles and these Bye-Laws as are applicable to committees and the applicable Terms of Reference as may be approved by a decision of the Trustees from time to time.

9. **Finance and Audit Committee**

9.1 The Trustees shall delegate responsibility for making recommendations to the Trustees as to finance policy to the Finance and Audit Committee and if approved, the Finance and Audit Committee shall have responsibility for ensuring that any existing policy is implemented.

9.2 The Finance and Audit Committee will be established and governed in accordance with such provisions of the Articles and these Bye-Laws as are applicable to committees and the applicable Terms of Reference as may be approved by a decision of the Trustees from time to time.

10. **Start Fund Committee**

10.1 The Trustees shall delegate responsibility for overseeing the operations of the Start Fund, making decisions on allocation of funding and generally making recommendations to the Trustees as to the funding policy of the Charity to the Start Fund Committee and, if approved, the Start Fund Committee shall have responsibility for ensuring that existing policy is implemented.

10.2 The Start Fund Committee will be established and governed in accordance with such provisions of the Articles and these Bye-Laws as are applicable to committees and the applicable Terms of Reference as may be approved by a decision of the Trustees from time to time.

**MEMBERS**

11. **Membership**

11.1 The Trustees may require applications for membership to be made in any reasonable way that they decide provided that the requirements of this Bye-Law are fulfilled.

11.2 The Membership Committee will invite applications for membership of the Charity in accordance with the Membership Policy or such other applications for membership as the Membership Committee may invite. Such Membership Policy shall provide for applications to be provided by prospective members to the Charity, together with evidence that such prospective members meet the criteria set out in Bye-Law 11.4 below. Such applications to be received within a period of time to be prescribed by the Membership Committee. The Charity shall, or shall instruct a third party audit firm to, undertake due diligence on the
prospective member. Within twenty Clear Days of the close of each such period, the Membership Committee will provide a list of all applications received to the Trustees, together with the relevant due diligence report for their approval together with an assessment of the merits of each proposal.

11.3 Any decision by the Trustees regarding approval of an application for membership shall be recorded in the minutes of the relevant meeting of the Trustees and communicated by the Director to the candidate organisations within ten days of the decision having been made by the Trustees, expressed to be subject at all times to financial and governance due diligence by the Charity.

11.4 An application for membership may only be approved by the Trustees and recommended to the members for approval if the applicant is (or is taking reasonable steps to become) compliant with such criteria as set out in the Membership Policy from time to time.

11.5 The Trustees may refuse or defer an application for membership if they believe that it is in the best interests of the Charity for them to do so or if the criteria set out in this Bye-Law are not fulfilled. If an application for membership is refused by the Trustees, then they will give the applicant their reasons for doing so within five days of the decision being taken, and give the applicant the opportunity to appeal to the Director against the refusal. The Trustees will give fair consideration to any appeal and will inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final and the applicant will not be permitted to re-apply. In the event that an application for membership is deferred, the applicant will be permitted to re-apply.

11.6 As soon as practically possible following receipt of approval by the Trustees required pursuant to Bye-Law 11.2, the Membership Committee will, either itself or using an external audit firm, in each case using a checklist compiled on the basis of the requirements of then existing Donors and approved by the Trustees, conduct such due diligence as they see fit in accordance with the Membership Policy on each approved applicant and submit a report (the “Membership Application Report”) to the Trustees reporting on the same, such report to be received by the Trustees at least 21 Clear Days’ prior to the next following general meeting.

11.7 The Trustees shall, following receipt of the relevant Membership Application Report, make a recommendation at the next following general meeting to the members for approval of those applications for membership as they see fit, on the basis of and taking the content and information set out in the Membership Application Report into reasonable consideration. Any decision regarding recommendation of an applicant for membership of the Charity to the members shall be recorded in the minutes of the meeting of Trustees.

11.8 A condition of admission as a member shall be that each member will promptly enter into a Membership Agreement with the Charity.

11.9 Any amendment to this Bye-Law 11 shall require the approval of the members acting by ordinary resolution.

12. **Members rights**

12.1 Every member shall be entitled to the membership benefits and rights provided in the Articles and these Bye-laws or agreed from time to time provided that they are not in arrears with the
payment of any sums due or owing under the terms of these Bye-Laws, the Articles or any a Project Agreement.

12.2 A member shall, when acting in their capacity as a member, act in the interests of the Charity and in a manner that contributes to the achievement of the objectives of the Charity and is in accordance with the Foundational Principles. Members should be prepared to abide by decisions that are taken fairly and within the rules of the Charity by the members and by the Trustees.

13. **Membership subscriptions, fees or payments**

13.1 The Trustees shall require each member to pay such fees to the Charity in accordance with the terms of the Membership Policy and Membership Agreement or otherwise communicated by the Trustees in writing from time to time.
### Schedule 1 Interpretation

1. In these Bye-Laws capitalised terms shall have the meanings given to them in the Articles unless the context requires otherwise or defined below:

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Ad-Hoc Committee”</td>
<td>means committees formed for a specific project and period of time;</td>
</tr>
<tr>
<td>&quot;Articles&quot;</td>
<td>means the Charity’s articles of association;</td>
</tr>
<tr>
<td>“Chair”</td>
<td>has the meaning given in the Articles;</td>
</tr>
<tr>
<td>“Charity”</td>
<td>means Start Network;</td>
</tr>
<tr>
<td>&quot;Declaration Date&quot;</td>
<td>means a date each year chosen by the Returning Officer;</td>
</tr>
<tr>
<td>&quot;Director&quot;</td>
<td>means a person appointed as director of the Charity.</td>
</tr>
<tr>
<td>&quot;Donor&quot;</td>
<td>means a donor to the Start Fund;</td>
</tr>
<tr>
<td>“Financial Year”</td>
<td>means a financial period of the Charity on 1 January and ending on 31 December unless otherwise resolved by the Trustees;</td>
</tr>
<tr>
<td>&quot;Finance and Audit Committee&quot;</td>
<td>means a committee established in accordance with the Articles and these Bye-Laws with responsibility for carrying out finance and audit functions on behalf of the Charity;</td>
</tr>
<tr>
<td>&quot;Funding Agreement&quot;</td>
<td>means any agreement entered into between a Donor and the Charity pursuant to which such Donor agrees to provide a grant to be applied in furtherance of the charitable objects of the Charity;</td>
</tr>
<tr>
<td>“Governance Committee”</td>
<td>means a committee which deals with matters relating to the governance of the network of Members, such as the Finance and Audit Committee, the Nominations Committee and the Membership Committee;</td>
</tr>
<tr>
<td>“Grant Custodian”</td>
<td>means any custodian of grants party to a Funding Agreement with a Donor;</td>
</tr>
<tr>
<td>&quot;Membership Application Report&quot;</td>
<td>has the meaning given to it in Bye-Law 11.6;</td>
</tr>
<tr>
<td>“Membership Agreements”</td>
<td>means the bilateral agreements between the Charity and each member, setting out amongst other things,</td>
</tr>
</tbody>
</table>
the membership criteria, the principles to be adopted by members and termination of membership;

"Membership Committee" has the meaning given to it in Bye-Law 8.1;

"Membership Policy" means the membership policy maintained from time to time by the Charity;

"Nominations Committee Report" means the annual written report prepared by the Nominations Committee and circulated to members recommending the skills, qualifications and experience that should be sought in the nominations and election of Elected Member Trustees;

"Operational Committee" means a committee which is responsible for overseeing the performance of specific programmes, such as, the Start Fund Committee;

"Project Agreement" means an agreement entered into by the Charity and a member in connection with the provision of funding for operations to be conducted by the member relating to the provision of humanitarian aid;

"Returning Officer" means the individual appointed from time-to-time to such office by resolution of the board of Trustees;

"Senior Representative" means a senior representative appointed by each unincorporated organisation and Corporate Member from time to time in accordance with the Articles to represent its needs and interests in relation to the Charity and to attend meetings of the members and references to Senior Representative in these Bye-Laws shall, where the context admits, be deemed to include a deputy appointed in accordance with the Articles and acting in the absence of the Senior Representative;

"Standing Committee" means committees which are permanent;

"Start Fund" means the multi-donor pooled fund or funds managed by the Charity from time-to-time and which are collectively known as "Start Fund".

"Start Team" means the group of staff appointed by the Trustees;

"Terms of Reference" has the meaning given to it in Bye-Law 6.1; and

"Treasurer" has the meaning given to it in Bye-Law 5.

2. The provisions of interpretation set out in the Articles shall also apply to these Bye-Laws.
Schedule 2 Terms of Reference

PART 1 Start Fund Committee

1. Title of Committee

Start Fund Committee

2. Type and Scope of Committee

Standing Operational Committee: accountable to the Board of Trustees, with delegated oversight and decision making authority. Links to the Start Fund Council which oversees the risk management of the Start Fund.

3. Purpose and Responsibilities

The Start Fund committee is responsible for the management and operations of the Fund within the parameters set by the Start Network Board. These responsibilities are two-fold: strategic evolution of the Start Fund; and management of the Start Fund operations.

Strategic: The Start Fund Strategic Committee (12-members) provides advice and input to the Board on strategic elements of the Start Fund e.g. principles and processes for decision-making as follows:

- Alert-Allocation – incentivising cost-effective and appropriate alerts and allocations;
- Project selection – stewarding the evolution of project selection procedures;
- Monitoring, evaluation, accountability and learning – facilitating transparency and strong internal learning between members, alerts and operational contexts;
- Agrees terms of reference for external fund evaluation;
- Agrees external reporting on fund performance;
- Supports the Start team in positioning the Start Fund within the international, humanitarian financing architecture;
- Collaborates with the Start team in ensuring the Start Fund continually improves.

Operational: The Start Fund Committee has delegated authority from the Start Network Board to allocate the Start Fund. A decision-making subset, a ‘rota’:

- Takes decisions on Start Fund allocations (committee subsets operated in rota every 2 months)
- Delegates to the Start team for ‘lighter’ decisions
- Convenes a UK project selection committee when this defaults to a central decision
- Participates in relevant MEAL meetings for their rota
• Has responsibility for furthering the design and development of the peer review process; and effective feedback of learning and evaluation to the membership.

4. **Composition and co-option**

The Start Fund Committee shall be chaired by one elected committee representative. The Committee shall include one senior humanitarian representative and up to two deputy representatives from each Start Network member.

To connect the Start Fund committee with the Start Network Board, one committee representative will have a seat on the Board and act as a bridging role.

5. **Meetings and Voting**

Strategic: The Start Fund Strategic Committee (12 members) will meet every three months and the full Start Fund Committee (all members) will meet once a year.

Operational: A number of rota[s] function as decision-making subsets of the single Start Fund Committee. The volume and frequency of crisis alerts being raised to the Start Fund are not predictable. However, Start Fund committee representatives should expect to be asked to participate in full rota allocation decisions approximately twice per month during a two-month duty period (approximately 4 hours per month per representative). The rota will be asked to support approximately 10 associated peer reviews in the subsequent two-month period (approximately 1 hour per month per representative). Each rota has a quorum of five for allocation decisions, four for project selection decisions and a minimum of three committee representatives are expected to attend peer review.

6. **Reporting**

Following each full Start Fund Committee meeting the Trustee representative will submit to the Trustees for their consideration, any minutes that include any recommendations on matters considered.

**PART 2 Finance and Audit Committee**

1. **Title of Committee**

Finance and Audit Committee

2. **Type and Scope of Committee**

Standing Governance Committee: accountable to the Board of Trustees.

3. **Purpose and Responsibilities**

This Committee needs to have an excellent understanding of the “business” - the strategy and activities of the Charity - and consequently the major risks to the achievement of its objectives. To maximise its effectiveness the Finance and Audit Committee will become involved at an early stage providing guidance on how a matter should be handled.

The Finance and Audit Committee will be responsible for:
Reviewing the diligence of the processes undertaken by the Charity. For example, if the Charity is considering a major contracting decision, the Finance and Audit Committee may provide guidance on the appropriate process for the decision but will not be involved in the decision itself;

Reviewing and ensuring appropriate policies & framework to support ongoing compliance to laws, regulations and relevant government policies - specifically ensuring appropriate policies to manage fraud & corruption exposure. The Committee will report on investigations carried out and analysing management response, considering the effect on financial position, reputation, stakeholder relations, and legal implications. The Committee will also consider any information resulting from the Charity's whistle-blowing policy, obtain regular updates from management and the Charity's legal counsel regarding regulatory compliance matters, and review the findings of any examinations or investigations by regulatory agencies;

Review of the annual financial statements and significant financial reporting issues and judgements made in connection with the preparation of the financial statements and determine whether they are complete and satisfactory. Meet with management, and then privately with the Charity's external auditors to discuss the financial statements and the results of the audit, and advise the Board as appropriate on the Trustees' Annual Report and financial statements;

Overseeing the proper management of the Charity's finances, reviewing management accounts, budgets, budgeting processes and forecasts. Reviewing the annual budget of the Charity and recommending, as appropriate, the approval of the budget to the Board;

Where required, advising on the Charity's financial innovation initiatives;

Review and approve the Charity's approach to the investment of cash reserves, approving Treasury Policy and receiving regular updates from management on any investments as part of the management accounts provided;

focusing on risk management of all of the financial and operational risks of the Charity and ensuring that proper internal controls are in place to manage the Charity's risks including the existence of a robust risk management framework. Once the Start Team has undertaken the risk assessment and identified the major risks facing the charity, the Finance and Audit committee will monitor the effectiveness of the management response to the high and medium rated risks;

reviewing and approve the Internal Audit Charter and ensure adequate resourcing of the Internal Audit function including unrestricted access to information to enable them carry out their mandate

reviewing the effectiveness of the Business Continuity and Disaster Recovery Plan.

audit planning and agreeing the scope of the auditors' work, for both internal and external auditors. Part of this committee's remit is to ensure that the audit coverage and level of assurance obtained by audit overall is adequate for the charity, as well as ensure the independence of the internal and external auditor team and unrestricted access to the Chair of the Finance & Audit Committee;
once audit work has been completed, receiving the reports of the auditors and review the management responses. The finance and audit committee will wish to ensure that the objectives of the audit work have been achieved and that any management responses are adequate, and monitor the implementation of audit recommendations; and

a periodic review the performance of the internal audit function, the external audit firm and its own performance as a committee. In order to assess performance, the committee will establish clear objectives for each of these roles and subsequently review, on an objective basis, how well the objectives have been met by the activities undertaken.

4. **Composition and co-option**

The Chair of the Finance and Audit Committee shall be the Treasurer, who is an Independent Trustee.

The Vice-Chair of the Finance and Audit Committee shall be an Elected Member Trustee.

Other committee members can either be co-opted from the members of the Charity or join as independent experts.

The following experience and skills are considered to be particularly important to the Finance and Audit Committee:

- Finance
- Compliance and risk
- Company and Charity Law relating to the United Kingdom
- Business management

5. **Meetings and Voting**

The Finance and Audit Committee will meet four times a year at least 10 working days in advance of a meeting of the Trustees. It is possible to participate in Committee meetings via video-conference.

Decisions shall be made by a majority of those voting with the Chair of the Committee holding the carrying vote in the event that there is a tie.

6. **Reporting**

Following each meeting the Finance and Audit Committee will submit to the Trustees for their consideration, any minutes that include any recommendations on matters considered.

7. **Review**

The Finance & Audit Committee shall periodically review its own performance and, at least every three years, shall review these terms of reference, making any recommendations for change to the Board of the Charity.
PART 3 Nominations Committee

1. **Title of Committee**

   Nominations Committee

2. **Type and Scope of Committee**

   Standing Governance Committee: accountable to the Board of Trustees

3. **Purpose and Responsibilities**

   The purpose of this committee is to facilitate the appointment of individuals to the Board of Trustees and to ensure a good balance of skills held by the Trustees.

   Specific Responsibilities:

   14.4 Carry out a regular Trustee skills audit, to inform recruitment and training of Trustees.

   14.5 Facilitate the process for election or appointment of new Trustees, from announcement through to election/appointment.

   14.6 Participate in interviews where relevant.

   14.7 At the discretion of the Trustees, the Nominations Committee may also be called on to support and advise on the recruitment process of other Charity sub-committees, where and when applicable.

4. **Composition and co-option**

   The Chair of the Nominations Committee shall be a Trustee. The Committee must include two Trustees (at least one independent), the Chief Financial and Operating Officer, and two Member Representatives. Governance experience is required for all Committee members.

5. **Meetings and Voting**

   The Nominations Committee shall meet once a year in the ordinary course of business ahead of the annual general meeting and on an ad hoc basis if there are gaps in the trustee roles or on sub-committees that need to be filled.

6. **Reporting**

   Following each meeting the Nominations Committee will submit meeting minutes to the Trustees, including for their consideration, any recommendations on matters considered.

7. **Review**

   The Nominations Committee shall periodically review its own performance and, at least every three years, shall review these terms of reference, making any recommendations for change to the Board of the Charity.
PART 4 MEMBERSHIP COMMITTEE

1. **Title of Committee**

   Membership Committee

2. **Type and Scope of Committee**

   Standing Governance Committee: accountable to the Board of Trustees.

3. **Purpose and Responsibilities**

   The Membership Committee reports to the Board, which in turn makes recommendations about Membership to the Assembly for ratification.

   The Committee’s role is to make recommendations to the Board on the suitability of applications for Membership, as well as advise on the annual membership contribution structure and the membership policy.

   The Membership Committee is responsible for keeping updated the Membership Policy, requiring approval of the Trustees and ratification by the membership of any change.

   The current process followed by the Committee to onboard new member organisations is as follows:

   **Stage 1**

   1. Sift through any membership applications and score them as positive, negative or neutral. Discuss the merits of each proposal and arrive at a consensus recommendation to the board of Trustees.

   2. The criteria for scoring are:

      2.1 Humanitarian organisation that exists to save lives and/or alleviate suffering

      2.2 Contemporary geopolitical significance and ability to contribute to Charity’s evolution

      2.3 Ability to leverage resources for the Charity

      2.4 Perception of the risk to the network’s reputation by this organisation

      2.5 Anticipated strategic influence of this organisation over the long term

      2.6 Capacity, expertise and quality

   3. The Director communicates the result of the Trustee’s deliberations to the applicant organisations

   **Stage 2**

   4. Undertake due diligence on the shortlisted organisations using an external audit firm and a checklist developed on the basis of current Start Fund donor requirements.
Stage 3

5. Organisations that pass the due diligence stage will be put before the Assembly for ratification during the Assembly Meeting in May each year.

Stage 4

6. New members joining the Charity will be put through an orientation process.

Stage 5

7. The Membership Committee oversees the revision of Charity members’ due diligence every three years.

4. Composition and co-option

The Chair of the Membership Committee shall be a Trustee.

The Membership Committee shall include at least two Charity member representatives, and the Chair will be responsible for ensuring a balance that reflects the Charity’s global membership.

The following skills and experience are considered to be particularly important to the Membership Committee, but may be revised according to the needs of the Charity at any given time:

- Member support and engagement
- Legal awareness
- Network development
- Risk and compliance

5. Meetings and Voting

The Membership Committee meets at least once a year, and then on an ad-hoc basis as needs arise. It is possible to participate in Committee meetings via video conference.

Decisions shall be made by a majority of those voting with the Chair of the committee holding the carrying vote in the event that there is a tie.

6. Reporting

Following each meeting the Membership Committee will submit to the Trustees for their consideration, any minutes that include any recommendations on matters considered.

7. Review

The Membership Committee shall periodically review its own performance and, at least every three years, shall review these terms of reference, making any recommendations for change to the Board of the Charity.
PART 5 – HR COMMITTEE

1. Title of Committee
   Human Resources Committee

2. Type and Scope of Committee
   Standing Governance Committee: accountable to the Board of Trustees.

3. Purpose and Responsibilities
   The purpose of this committee is to provide assurance to the Board that the Charity has an effective people strategy in place which supports the delivery of our overall strategy, promoting an effective, high performing and diverse workforce. The committee shall act as a resource (in an advisory capacity) to the CEO/CFOO and Head of People to develop and implement the People Strategy, and on personnel and management matters. The committee shall also oversee issues relating to the remuneration of staff, with specific responsibility for making recommendations to the Board regarding remuneration of the CEO and the CFOO.

   Finally, the committee shall oversee issues relating to performance management of staff, with specific responsibility for making recommendations to the Board regarding performance management policies and procedures and the CEO/CFOO annual goals and the regular controlling of their achievements.

   The main responsibilities of the Human Resources Committee are:

   3.1 To provide assurance to the Board that the Charity has an effective people strategy in place and that its overall approaches to people management support the delivery of the Charity’s strategic aims.

   3.2 To approve any changes to the Charity’s remuneration policy and principles, and recommend these to the Board. To assure the Board that the Charity’s remuneration policies are in line with best market practice and that its principles are consistently applied across the entire organization.

   3.3 To approve any changes to the Charity’s Performance Management policy and principles, and recommend these to the Board. To assure the Board that the Charity’s performance management policies and principles are being applied.

   3.4 To approve any changes to any other policies impacting the Charity team from a Human Resource perspective.

   3.5 To review the results of the annual staff satisfaction survey, advise the CFOO and Head of People in the management response, and report these to the Board.

   3.6 To determine the CEO’s and the CFOO’s annual goals and the regular controlling of their achievement and report these to the Board.

   3.7 To review the CEO’s and CFOO’s remuneration at least annually, and make recommendations to the Board.
3.8 To advise the CEO and the CFOO regarding the remuneration of the level of management directly reporting to them

3.9 To review and recommend to the Board the succession plan to the CEO/CFOO positions, and ensure the CEO/CFOO have a succession plans in place for all their key posts

3.10 To advise the CEO, CFOO and the Head of People head on key people and organisational development issues.

4. Composition and co-option

The Chair of the Human Resources Committee shall be the Chair of the Charity’s Board. The Committee shall include one more trustee, and at least 2 non-trustee members, of which one shall be a Charity Member and one shall be an independent HR expert.

The CEO, the CFOO and the Head of People should be in attendance - except when the discussions relate to their own salaries and employment conditions.

The following skills and expertise are considered to be particularly important to the Human Resources Committee:

- Remuneration
- Human resources
- Employee engagement

5. Meetings and Voting

The Committee normally meets two times a year, and additional meetings may be called as required. One of the two meetings shall align with the charity’s performance management cycle and one shall precede the Board meeting in which the annual budget is approved. A quorum for meetings is two committee members.

6. Reporting

Following each meeting the Human Resources Committee will submit to the Trustees for their consideration, any minutes that include any recommendations on matters considered.

7. Review

The Human Resources Committee shall periodically review its own performance and, at least every three years, shall review these terms of reference, making any recommendations for change to the Board of the Charity.
Schedule 6 - Start Fund Handbook