

## 1 INTRODUCTION

- 1.1 The Founding Members came together to form a partnership consortium called the Cash Learning Partnership ("**CaLP**").
- 1.2 CaLP is not a legal entity.
- 1.3 The purpose of CaLP is to raise awareness of cash transfer programming ("**CTP**") as an appropriate and effective mechanism for emergency response, build capacity in the use of cash and vouchers, gather evidence through research, and encourage learning and knowledge sharing among humanitarian stakeholders.
- 1.4 Membership of CaLP is open to organisations and individual experts in addition to the Founding Members provided that they meet the criteria for membership set by the Board from time to time. All Members agree to these Membership Terms, which may be varied from time to time in accordance with clause 23.6.
- 1.5 The workings and strategy of CaLP will be guided and overseen by the Board, (as defined in these Membership Terms). The Board may be advised by the Technical Advisory Group, in accordance with the Operational Documentation.
- 1.6 These Membership Terms shall be effective from 1 January 2016 and are established in a spirit of partnership characterised by collaboration, cooperation, mutual support and respect. The Members therefore commit themselves to carry out activities to further the work and strategy of CaLP through a spirit of strengthening and complementing each other while respecting each Member's specific identity.

## 2 DEFINITIONS

"Authorised Senior Representative" means a senior member of each Party representing that Party's wishes and with the authority to negotiate and discuss any dispute in good faith with the intention of such dispute being settled;

"Board" the governance body of CaLP, comprising a maximum of 13 Members (or Member Nominees) who will govern the powers of CaLP in adherence to the Operational Documentation;

"Data Protection Laws" means (i) while they remain in force, the European Directive 95/46/EC, the Data Protection Act 1998 the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (ii) from and including 25 May 2018, Regulation (EU) 2016/679 (General Data Protection Regulation); and (iii) any other

	applicable laws and regulations relating to the processing of personal data and privacy ; and (iv) if applicable, the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority (including without limitation the Fundraising Regulator).
“Founding Members”	Oxfam GB, Action Against Hunger / ACF International, Save the Children Fund, the International Federation of Red Cross and Red Crescent Societies and the Norwegian Refugee Council, being the original members of CaLP;
“Grant Manager”	any member of the Board or such other organisation as the Board may decide from time to time;
“Host Agency”	Oxfam GB and/or such other organisation as the Board may decide from time to time in accordance with the Operational Documentation;
“Members”	the Founding Members and any other person, company, partnership or other legal entity who becomes a member of CaLP from time to time by accepting the Membership Terms and paying the Membership Contribution;
“Member Nominee”	an employee of any Member nominated by that Member to represent that Member at CaLP meetings or on the Board or at the Technical Advisory Group, and to communicate with the Board/CaLP on behalf of the Member;
“Membership Contribution”	the annual membership fee due from each Member, which is calculated according to the standard sliding scale set from time to time by the Board based on the Member’s annual turnover, and which is notified to each Member prior to the Member joining CaLP and thereafter on or about the start of each Membership Year;
“Membership Year”	each period of one calendar year commencing on 1 April and ending on 31 March of the following year;
“Operational Documentation”	the documentation which sets out the running of CaLP, (including without limitation how decisions are made on behalf of CaLP, relationship with the Host Agency, how donor funds are managed and the strategic direction of CaLP), a copy of the current version of which may be requested at any time from the Board by any Member;
“Technical Advisory Group”	an advisory group set up and/or nominated by the Board on such terms of reference as the Board may decide whose remit is to discuss technical issues relating to CaLP’s aims and

purposes and/or technical questions raised by the Board, and who may advise the Board on technical matters.

### 3 **HOST AGENCY AND SECRETARIAT**

- 3.1 The Members agree that CaLP will be hosted by the Host Agency in accordance with a hosting agreement ("**Hosting Agreement**") made between the Host Agency and the Founding Members in accordance with the Operational Documentation and the Members may agree that employees can be hosted by any other Member of CaLP to carry out activities in connection with CaLP in accordance with an agreement between the Host Agency and any other Member of CaLP.
- 3.2 The Members each authorise the Board or its delegate(s) to enter into or amend any Hosting Agreement on behalf of the members of CaLP.
- 3.3 The Secretariat of CaLP and/or the Board will be run in accordance with the Hosting Agreement.

### 4 **BOARD**

- 4.1 The Members authorise the Board to make strategic and operational decisions on behalf of CaLP in accordance with the Operational Documentation.
- 4.2 The Members acknowledge that some decisions may be delegated to individual Board members accordance with the Operational Documentation.
- 4.3 The Board will communicate with the Members and report to the Members in accordance with the Operational Documentation.

### 5 **GRANT MANAGERS**

- 5.1 The Grant Managers shall manage the contractual relationship with donors and shall undertake formal representation with donors on behalf of CaLP, and act in accordance with the Operational Documentation.
- 5.2 No Member shall knowingly or purposefully do or omit to do anything (or allow any Member Nominee to knowingly or purposefully do or omit to do anything) to put any Grant Manager in breach of the terms of any donor agreement.

### 6 **MEMBERSHIP BENEFITS**

- 6.1 Each Member shall receive the following benefits during each Membership Year (and pro rata where the Member joins after the start of a Membership Year):
  - (a) the ability to attend and participate, or have its Member Nominee participate in CaLP annual meetings and such other meetings as may be organised from time to time by CaLP;
  - (b) (subject to meeting the necessary application conditions, a copy of which is available on request from CaLP) the ability to apply for a position on the Technical Advisory Group;

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- (c) (subject to meeting the necessary conditions, a copy of which is available on request from CaLP) the ability to express an interest for a position on the Board;
- (d) where relevant, credits and visibility on selected CaLP communications and publications;
- (e) (subject to finance and resource availability) have a representative of CaLP attend events held by the Members to present CaLP's recent work;
- (f) receive up to twenty copies of any new CaLP publication; and
- (g) receive a copy of the CaLP work plan and annual update.

## 7 MEMBER ROLES, RESPONSIBILITIES AND EXPECTATIONS

7.1 Upon becoming a member, each Member undertakes to ensure that it (and where relevant, its Member Nominee):

- (a) makes (as applicable) senior team members and Chief Executives (or equivalent) aware of CaLP and what CaLP stands for;
- (b) regularly participates in CaLP meetings and events;
- (c) responds to surveys sent by CaLP;
- (d) shares material produced around CTP and related topics;
- (e) promotes CaLP and its activities to:
  - (i) increase awareness of CaLP and its activities through disseminating relevant CaLP material and activities; and
  - (ii) contributes to CaLP's communication operations (including newsletters and discussion forums, amongst others);
- (f) contributes to fundraising activities as relevant and appropriate;
- (g) pays promptly any sums due to CaLP; and
- (h) respects the autonomy of CaLP (even when its advocacy may be in conflict with the Members' own policies).

## 8 TERM OF MEMBERSHIP

8.1 The membership year shall run from 1 April to 31 March of the following year (the "**Membership Year**").

8.2 Any Membership Contributions paid in the first year of becoming a member will be paid pro rata according to the date of joining during the Membership Year.

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8.3 Membership is renewable on a rolling annual basis from 1 April 2016.

8.4 It is the intention that the term of membership shall be for a minimum period of three years.

**9 MEMBERSHIP CONTRIBUTION**

9.1 Payment of an annual Membership Contribution shall be required from each Member in accordance with clause 10.

9.2 The Membership Contribution required from each Member shall be in accordance with the standard sliding scale of Contributions set by the Board and communicated to the Members prior to joining CaLP and on or about the commencement of each Membership Year. The Members authorise the Board to set the standard sliding scale of contributions from time to time, and a current version of the scale is available to the Members at any time upon request to CaLP.

9.3 The Membership Contribution shall be paid into an unrestricted fund for use by CaLP. The Host Agency shall keep accurate records of the Membership Contributions paid and the expenditure of the same, and shall provide the Members with a summary of such income and expenditure at the CaLP annual meeting.

9.4 Members are responsible for their own costs and expenses incurred in attending any CaLP meetings and are not entitled to submit any claims to CaLP for the same. Any reimbursement of expenses to any Member will require the prior authorisation of the Board, given in accordance with the Operational Documentation.

**10 PAYMENT**

10.1 Any Membership Contribution payments due at the start of each Membership Year shall be made by each Member within two calendar months from the date of receiving the respective invoice.

10.2 The initial Membership Contribution payment shall be made by each Member within eight weeks from (and including) the date of receiving the respective invoice, which shall mean the date upon which the Member (or its authorised signatory) signs to confirm acceptance of the Membership Terms.

10.3 Any payments should be made in accordance with the payment terms and instructions as set out in these Membership Terms and instructions from CaLP and/or the Host Agency.

**11 REPORTING AND INFORMATION**

11.1 CaLP and/or the Host Agency may require a Member at any time to provide (as applicable): proof of identification of any officers (as requested); proof of current legal registration; proof of social corporate responsibility/humanitarian principles or equivalent; most recent organisational annual report, including audit information; and/or, any such further requirements or information as may be requested.

11.2 Members are required to share CTP tools and resources with the CTP community of practice

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via CaLP (as far as possible via open source) to: exchange and contribute to learning and aid knowledge sharing, networking and coordination around the appropriate and timely use of CTP in humanitarian response.

- 11.3 Members agree to promote CaLP and assist with CaLP communications in alignment with CaLP's global vision and goal.

**12 COMPLIANCE WITH POLICIES**

- 12.1 The day to day running of CaLP is governed by the Hosting Agreement and CaLP and the Members are required to comply with all relevant Host Agency policies when carrying out or participating in any activities relating to CaLP.

- 12.2 CaLP may decide on its own policies which will be communicated to the Members at any given time and with which the Members shall comply when carrying out or participating in any activities relating to CaLP.

**13 INTELLECTUAL PROPERTY RIGHTS**

- 13.1 No Member shall acquire any rights in any other Member's goodwill, trademarks, know-how, copyright or other intellectual property rights of any kind whatsoever as a result of the Membership Terms or its membership of CaLP (save for where otherwise stated in the Membership Terms).

- 13.2 From 1 January 2016, the Host Agency shall be the owner of any intellectual property rights which are created by any Member in connection with CaLP ("IPR") and shall license any IPR to all Members on a worldwide, perpetual and irrevocable basis, subject to the Hosting Agreement, any donor agreement, and any relevant laws or regulations.

- 13.3 Any IPR which are currently in existence or have been created by Members in connection with CaLP prior to 1 January 2016 shall be licensed to all Members on a worldwide, perpetual and irrevocable basis, subject to the Memorandum of Understanding (dated 9 April 2013) and any relevant laws or regulations.

- 13.4 All public representation of CaLP shall be made in the name of CaLP, and shall not use the name and logos of the Members, save as to list the Members.

- 13.5 No Member shall use the CaLP name (save in the circumstance stipulated in clause 13.6), logo, publications or any other documents relating to CaLP without obtaining prior consent from the Host Agency.

- 13.6 Any Member shall be allowed to reference that they are a member of CaLP as long as they are a member of CaLP.

- 13.7 All proposed materials that use a Member's name or logo shall be submitted to the Member for prior review and require his or her written consent. Such materials will not be used or publicised in any way without prior written approval of the Member (such approval not to be unreasonably withheld).

## 14 DATA PROTECTION

- 14.1 The Members acknowledge that for the purposes of the Data Protection Laws, the Host Agency is the Data Controller of any personal data which is supplied by the Members (including without limitation any Personal Data which is supplied in respect of the Member him/herself or in respect of any employee). The Host Agency will control the Personal Data in accordance with its own internal Privacy Policy which may be updated from time to time, and the current version of which is available from time to time upon request.
- 14.2 The personal data supplied by the Members may include names and contact details for individuals, professional experience (including CVs) and any other data obtained from the Members through the membership application.
- 14.3 CaLP and/or the Host Agency will process Personal Data supplied by the Members for the following purposes:
- (a) administration of CaLP, including communications, notifications of meetings, processing of payments and processing orders for materials;
  - (b) creation of a database of Member and Member Nominee contact details, which may be accessed by any other Member;
  - (c) use of the name of the Member/Member Nominee, logo (where applicable) and/or biography on the CaLP website (which will be used and stored in line with appropriate policy of the Host Agency).
- 14.4 In addition to the disclosure under clause 14.3(b) above, personal data may be disclosed if required by law or to public authorities (including tax authorities).
- 14.5 The relevant contact details for any data protection related queries shall be provided in the respective Privacy Policy of the Host Agency.

## 15 TERMINATION

- 15.1 Members may withdraw their membership from CaLP by providing written notice to the CaLP membership team at any time during the months of either March or September each year (to be effective, any notice must be received by the last calendar day of that month).
- 15.2 The Host Agency may terminate its Membership and/or Host Agreement by giving 12 calendar months' notice to the Board.
- 15.3 Where notice is given by any Member in accordance with clause 15.1, the termination of membership shall take effect from 1 October or 31 March (whichever is sooner) of any Membership Year and there shall be no refund of any Membership Contribution.
- 15.4 Any Member who:
- (a) does not continue to comply with the Membership Terms; or

- (b) is restricted or prevented from paying the Membership Contribution to the Host Agency due to legal requirements or the internal policy or procedures of the Host Agency;

can be suspended and ultimately excluded from CaLP. The decision to suspend or exclude a Member will be taken by the Board, in accordance with the Operational Documentation. The suspended Member may submit a request with supporting reasons seeking to reverse the suspension at any stage prior to expulsion and the Board will then have four (4) weeks to decide whether to revoke the suspension in accordance with the Operational Documentation. The decision to expel will follow the same procedure as that for suspension. It is envisaged that, except in extreme circumstances, suspension would be the first step rather than expulsion.

- 15.5 Any Member may be excluded from participating in CaLP meetings if it is in breach of these Membership Terms, and the Board shall notify any such Member of the exclusion from CaLP meetings in accordance with the Operational Documentation.
- 15.6 If the expelled Member is also a Grant Manager, the Member shall be required to continue to fulfill its obligations in relation to such Grant until all obligations have been fully discharged, save for where it is agreed in the donor agreement that in the event of a withdrawal, suspension or expulsion from CaLP, the Grant Manager may transfer responsibility for grant management to another Member. In this case, the Grant Manager will be obliged to transfer its obligations.

## 16 PUBLIC RELATIONS

- 16.1 All Members shall comply at all times with any communication and public relations strategy prepared by or on behalf of CaLP.
- 16.2 All public statements referring to CaLP or CaLP activities must be submitted to CaLP for approval before release.

## 17 GOOD PRACTICE AND COMPLIANCE

- 17.1 Unless otherwise agreed by the Board, each Member must be, or be taking reasonable steps to become, a signatory to (where applicable) or comply (where relevant) with:
  - (a) the Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief which promotes inclusion and identifying those most vulnerable;
  - (b) Humanitarian Standards;
  - (c) the Sphere Humanitarian Charter and Minimum Standards in a Disaster Response; and
  - (d) any relevant ethical and legal standards.
- 17.2 Each member must:
  - (a) Align itself with CaLP's global vision and goals; and
  - (b) Demonstrate a commitment to humanitarian principles, transparency, co-ordination, accountability, quality and improving performance; and

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- (c) In the case of private sector Members/independent expert Members, demonstrate a commitment to corporate social responsibility.

17.3 Each Member must refrain from acting in such a way as would or could bring the name or reputation of CaLP into disrepute.

## 18 RELATIONS WITH LOCAL AUTHORITIES

18.1 Each Member will be responsible for:

- (a) obtaining and maintaining its own accreditation with the relevant national or regional (sub-national) authorities; and
- (b) obtaining any visas, permits and authorisations required for its own staff in respect of its membership of CaLP, including any that are required in order to attend CaLP meetings.

18.2 The Members recognise the primary role and responsibility of the state to provide assistance when people's capacity to cope has been exceeded. Consequently, the Members will seek to support the relevant statutory bodies in the countries in which any CaLP projects are carried out and to assist them in building their capacity to meet this responsibility.

## 19 TRANSFER OF NETWORK MEMBERSHIP

19.1 A Member shall not be permitted to transfer, assign or sub-contract its membership of CaLP, including its rights or obligations under these Membership Terms.

## 20 CONFIDENTIALITY

20.1 Any information shared by the Members in connection with their membership of CaLP and/or these Membership Terms or associated documents and identified and/or labelled as confidential by a Member at the time of disclosure or which it is reasonably clear it is confidential, shall be kept strictly confidential by the Members and shall not be disclosed to any third party.

20.2 Each of the Members will take appropriate steps to ensure that its employees (including where relevant any Member Nominee), agents and affiliated companies or associates comply with the confidentiality requirements specified herein these Membership Terms or otherwise.

## 21 NOTICE

21.1 All notices must be in writing and should be sent:

- (a) personally;
- (b) by post (or courier) to:
  - (i) in the case of a Member: the address supplied by the Member; or
  - (ii) in the case of CaLP: Oxfam House, John Smith Drive, Oxford, OX4 2JY, United Kingdom

Kingdom or such other address as CaLP may notify to the Members from time to time

- (c) by email to the email address supplied by the Member or to [membership@cashlearning.org](mailto:membership@cashlearning.org),

it is each Member's responsibility to ensure that their details are kept up-to-date and failure to do so cannot form the basis of a challenge to whether there was valid notification.

21.2 Any notices served in accordance with this clause 21 shall be deemed duly served and delivered as follows:

- (a) in the case of a notice delivered personally or by courier, at the time of delivery;
- (b) in the case of a notice sent by post, on the fifth Business Day after the date of dispatch;
- (c) in the case of email, at the time of transmission.

## 22 DISPUTE RESOLUTION

22.1 Any dispute, controversy or claim arising out of or in connection with membership of CaLP or these Membership Terms or the validity, performance, breach, termination or invalidity thereof (the "**Dispute**") between the Members and/or the Board and/or CaLP (the "**Disputing Parties**") should be resolved by negotiation, taking all reasonable steps to resolve the dispute.

22.2 If the dispute is not resolved by negotiation in accordance with clause 22.1:

- (a) any Disputing Party shall give written notice of the Dispute to the other Disputing Parties, setting out its nature and full particulars together with relevant supporting documentation (the "**Dispute Notice**");
- (b) each Disputing Party shall appoint an Authorised Senior Representative who must have authority to bind their respective Disputing Party; and
- (c) a meeting or phone call shall be arranged between the Authorised Senior Representatives of the Disputing Parties. The Authorised Senior Representatives shall endeavour to resolve the dispute by negotiation. Where the dispute does not involve the Host Agency, an Authorised Senior Representative of the Host Agency shall also be involved in the discussions.

22.3 Subject to clause 22.4, any Dispute which is not resolved amicably in accordance with this clause 22 within 30 days of service of the Dispute Notice shall be determined in accordance with clause 23.6.

22.4 Where any Dispute in relation to any Member which is one of the organisations listed in this clause is not resolved amicably by the Disputing Parties within 30 days of service of the Dispute Notice, any Dispute shall be settled by arbitration to the exclusion of the jurisdiction of local courts in accordance with clause 23.7. The organisations to which this clause applies are:

- (a) the International Federation of Red Cross and Red Crescent Societies; and
- (b) the General Assembly of the United Nations and any of its subsidiary organs ("UN, including without limitation UNICEF, UNHCR, FAO, OCHA, UN Women and the World Food Programme).

22.5 Nothing in the Membership Terms shall prevent any party from taking such action as it deems appropriate (including any application to a relevant court) for injunctive relief or other emergency or interim relief.

## 23 22.6 GENERAL

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

23.2 Nothing in the Membership Terms is intended to or shall operate to create a partnership or joint venture of any kind between the Members and except for the authorisation given to the Board under the Membership Terms and the Operational Documentation and the Host Agency under the Hosting Agreement, no Member 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).

23.3 These Membership Terms and the Operational Documentation constitute the whole agreement between the Members relating to its subject matter and supersedes and extinguishes any prior agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter. If any provision of these Membership Terms 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 these Membership Terms which shall remain in full force and effect.

23.4 No term of these Membership Terms shall be enforceable by a third party (being any person other than the Members and their permitted successor and assignees).

23.5 Nothing in the Membership Terms and/or the Operational Documentation shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and/or of any of its subsidiary organs ("UN Agency"). The Members expressly agree that the Board may from time to time authorize such specific reasonable variations to these Membership Terms as may be requested by any UN Agency because of such privileges and immunities, or otherwise because of its status as a UN Agency. Any such variations shall be made in accordance with clause 23.6

23.6 No variation or purported variation to the Membership Terms (including without limitation under clause 23.5) shall be effective unless the same is made in writing and authorised by the Board in accordance with the Operational Documentation. Any variations to these Membership Terms made in accordance with this clause will be communicated by the Board to the Members in accordance with the Operational Documentation.

23.6 Subject to clause 23.7, all Disputes shall be governed by and construed in all respects in accordance with English law and the English Courts shall have exclusive jurisdiction over any disputes which cannot be resolved by negotiation in accordance with the procedure set out in clause 22.2

23.7 Any Disputes arising in relation to any of the organisations listed at clause 22.4(a) and 22.4(b) shall be finally resolved by arbitration and it is agreed that:

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- (a) the seat of arbitration shall be London;
- (b) the arbitral award shall be binding and final;
- (c) the language to be used in the arbitral proceedings shall be English; and
- (d) the Arbitration Tribunal shall consist of a single arbitrator appointed on the application of any party by the President for the time being of the Law Society of England and Wales.

I/we hereby agree to the Membership Terms:

Signed: .....

Print name: .....

Organisation: .....

Date: .....

FOR INFORMATION ONLY