

CALP NETWORK MEMBERSHIP TERMS

INTRODUCTION

- 1.1 The CALP Network (CALP) is a global network of organisations and individual experts engaged in the critical areas of policy, practice and research in humanitarian cash and voucher assistance (CVA) and financial assistance more broadly.
- 1.2 CALP is not a legal entity.
- 1.3 The purpose of CALP is to maximise the potential that humanitarian CVA can bring to people in contexts of crisis, by catalysing the power, knowledge and capacities of the network, alongside other national, regional and global actors, all of whom are seeking to secure better outcomes for people living in crisis contexts. Our role as a collective is to generate alignment in the approaches and actions of those within and across the network, in order to help optimise the quality and scale of CVA to enable people to better address their priorities.
- 1.4 Membership of CALP is open to organisations and individual experts that 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 22.6.
- 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 Framework.
- 1.6 These Membership Terms 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 Framework;
“Data Protection Laws”	means (i) any data protection or privacy legislation from time to time in force in the UK, including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) and any other legislation or regulation which relates to the use of Personal Data as well as any successor legislation or regulation; and (ii) (for so long as and to the extent that the law of the EU has legal effect in the UK) Regulation (EU) 2016/679 (General Data Protection Regulation and any other directly applicable EU regulation relation to data protection and privacy; 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).

"Host Agency"	Oxfam GB and/or such other organisation as the Board may decide from time to time in accordance with the Operational Framework;
"Members"	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 Framework"	the framework 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 CALP EMPLOYEES

- 3.1 The Members agree that CALP employees will be hosted by the Host Agency in accordance with a hosting agreement ("**Hosting Agreement**") in accordance with the Operational Framework.
- 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 Host Agency shall manage contractual relationships with donors and, together with CALP employees, undertake formal representation with donors on behalf of CALP.

4 BOARD

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

5 MEMBERSHIP BENEFITS

- 5.1 Each Member shall receive the following benefits:

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- (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) the ability to apply for a position on the Technical Advisory Group;
- (c) the ability to apply for a position on the Board;
- (d) where relevant, credits and visibility on selected CALP communications and publications;
- (e) (subject to time availability) have a representative of the CALP team attend online events held by the Members to present CALP's recent work; and
- (f) receive a copy of the CALP work plan and annual report.

6 MEMBER ROLES, RESPONSIBILITIES AND EXPECTATIONS

6.1 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 CVA and related topics;
- (e) promotes CALP and its activities by disseminating relevant CALP material and activities; and contribute to CALP's communication operations (including newsletters and discussion forums, amongst others);
- (f) contributes to fundraising activities as relevant and appropriate;
- (g) share CVA tools and resources with the CVA community of practice via CALP (as far as possible via open source) to enable exchange, contribute to learning, aid knowledge sharing, networking and coordination around the appropriate and timely use of CVA in humanitarian response.
- (h) pays promptly any sums due to CALP; and
- (i) respects the autonomy of CALP (even when its advocacy may be in conflict with the Members' own policies).

7 TERM OF MEMBERSHIP

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

7.2 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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7.3 Membership is renewable on a rolling annual basis.

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

8 MEMBERSHIP CONTRIBUTION

8.1 Payment of an annual Membership Contribution shall be required from each Member in accordance with clause 9.

8.2 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.

8.3 The Membership Contribution shall be paid into an unrestricted fund for use by CALP. CALP 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.

8.4 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.

9 PAYMENT

9.1 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.

9.2 Any payments should be made in accordance with the payment terms and instructions as set out in the invoice.

10 INFORMATION

10.1 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 COMPLIANCE WITH POLICIES

11.1 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.

11.2 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.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 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

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membership of CALP (save for where otherwise stated in the Membership Terms).

- 12.2 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.
- 12.3 Any IPR 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 any relevant laws or regulations.
- 12.4 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.
- 12.5 No Member shall use the CALP name (save in the circumstance stipulated in clause 12.6) or logo or any other documents relating to CALP without obtaining prior consent from CALP.
- 12.6 Any Member shall be allowed to reference that they are a member of CALP as long as they are a member of CALP.
- 12.7 All proposed materials that use a Member's name or logo shall be submitted to the Member for prior review and require their 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).

13 DATA PROTECTION

- 13.1 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.
- 13.2 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.
- 13.3 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).
- 13.4 In addition to the disclosure under clause 13.3(b) above, personal data may be disclosed if required by law or to public authorities (including tax authorities).

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13.5 The relevant contact details for any data protection related queries shall be provided in the respective Privacy Policy of the Host Agency.

14 **TERMINATION**

14.1 Members may withdraw their membership from CALP by providing written notice to the CALP membership team at any time. There shall be no refund of any Membership Contribution.

14.2 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 Framework. 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 Framework. 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.

14.3 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 Framework.

15 **PUBLIC RELATIONS**

15.1 All Members shall comply at all times with any communication and public relations strategy prepared by or on behalf of CALP.

15.2 All public statements referring to CALP or CALP activities must be submitted to CALP for approval before release.

16 **GOOD PRACTICE AND COMPLIANCE**

16.1 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.

16.2 Each member must:

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

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

17 **RELATIONS WITH LOCAL AUTHORITIES**

17.1 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.

17.2 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.

18 **TRANSFER OF NETWORK MEMBERSHIP**

18.1 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.

19 **CONFIDENTIALITY**

19.1 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.

19.2 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.

20 **NOTICE**

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

- (a) personally;
- (b) by post (or courier) to:

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- (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 or such other address as CALP may notify to the Members from time to time
- (c) by email to:
- (i) the email address supplied by the Member; or
 - (ii) the email address supplied by CALP

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.

20.2 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.

21 DISPUTE RESOLUTION

21.1 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.

21.2 If the dispute is not resolved by negotiation in accordance with clause 21.1:

- (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.

21.3 Subject to clause 21.5, any Dispute which is not resolved amicably in accordance with this clause 21 within 30 days of service of the Dispute Notice shall be determined in accordance with clause 21.4.

21.4 Subject to clauses 21.5, 21.6 and 21.7, 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 21.2.

21.5 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, such Dispute shall

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be settled by arbitration to the exclusion of the jurisdiction of local courts in accordance with clauses 21.6 and 21.7 respectively. 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 Organisation(s)”), including without limitation UNICEF, UNHCR, FAO, OCHA, UN Women, the World Food Programme and the International Organization for Migration.

21.6 Any Disputes arising in relation to the International Federation of Red Cross and Red Crescent Societies shall be finally resolved by arbitration and it is agreed that:

- (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.

21.7 Any Disputes arising in relation to UN Organisations shall be finally resolved by arbitration conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then obtaining.

The place of arbitration shall be London (United Kingdom), without giving effect to any procedural laws or rules governing or concerning the resolution of such Dispute, other than the UNCITRAL Arbitration Rules, and without giving effect to conflict of laws principles. The language to be used in the arbitration proceedings shall be English.

The arbitral tribunal shall be comprised of one (1) arbitrator. If the Parties fail to agree on the identity of the arbitrator, the Parties may request the Secretary-General of the Permanent Court of Arbitration (“PCA”) at The Hague to act as appointing authority.

The decisions of the arbitral tribunal shall be based on general principles of international commercial law, to the exclusion of any conflict of law rules which would defer to the laws of any given jurisdiction. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration as the final adjudication of any such dispute, controversy or claim. For the avoidance of doubt and in light of the privileges and immunities of the United Nations and the Specialized Agencies, sections 45 and 69 of the Arbitration Act 1996 shall not apply.

The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible or of any confidential information provided under the Agreement, order termination of the Agreement, or order that any other protective measures be taken with respect to the goods, service or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures”) and Article 34 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only.

21.8 Except as expressly provided at clauses 21.5 and 21.7, nothing in the Membership Terms shall prevent any

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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.

22 GENERAL

- 22.1 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.
- 22.2 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 Framework 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).
- 22.3 These Membership Terms and the Operational Framework 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.
- 22.4 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).
- 22.5 Nothing in the Membership Terms and/or the Operational Framework shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and/or of any UN Organisation. 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 Organisation(s) because of such privileges and immunities, or otherwise because of its status as a UN Organisation. Any such variations shall be made in accordance with clause 22.6
- 22.6 No variation or purported variation to the Membership Terms (including without limitation under clause 22.5) shall be effective unless the same is made in writing and authorised by the Board in accordance with the Operational Framework. 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 Framework.

I/we hereby agree to the Membership Terms:

Signed:

Print name:

Organisation:

Date: