

COMPANIES ACTS 1985 AND 2006
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
of
International NGO Charter of Accountability Ltd
(Company No. 6527022)

PART 1
INTERPRETATION

1. INTERPRETATION

1.1 Defined terms

(a) In the Articles, unless the context requires otherwise:

“Accountability Commitments” has the meaning given to that term in Article 3.1(a).

“AGM” means an annual general meeting of the Charity;

“Articles” means the Charity’s articles of association;

“Authorised Representative” means an individual who is authorised by an organisation which is a Member to act on its behalf at meetings of the Charity and whose name is given to the Secretary;

“Board” means the board of Trustees from time to time;

the **“Charity”** means International NGO Charter of Accountability Ltd;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Charity;

“Connected” means any person falling within one of the following categories:

(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or



- (b) the spouse or civil partner of any person in (a); or
- (c) 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
- (d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

“Document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“Member” has the meaning given in section 112 of the Companies Act 2006;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“Sanctions Policy” means the policy on sanctions towards members for a breach of reporting requirements as shall be adopted by the Board from time to time;

“Secretariat” means the secretariat established and managed by the Trustees to provide administrative support to the Charity;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006;

“Subsidiary Company” means any subsidiary of the Charity from time to time;

“Trustee” means a trustee of the Charity, and includes any person occupying the position of director, by whatever name called;

“writing” means 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; and

“Year” means a calendar year.

- (b) Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Charity.



PART 2

OBJECTS AND POWERS

2. OBJECTS

2.1 The objects of the Charity are:

- (a) to promote the efficiency and effectiveness of charities and the effective use of charitable resources including without limitation on the part of charities working in international development, aid, relief, environmental protection, anti-corruption or any related fields by:
 - i. The development and promotion of operating standards and methodologies for testing accountability, transparency and impact;
 - ii. Developing and publishing support resources to promote and encourage the adoption of such standards; and
- (b) to advance the education of the public including without limitation in subjects relating to the accountability, transparency and impact of charities, non-governmental or other organisations working in international development, aid, relief, environmental protection, anti-corruption or any related fields and to promote study and research in such subjects provided that the useful results of such study are disseminated to the public at large,

(together, the “**Objects**”).

3. POWERS

3.1 The Charity has the following powers, which may be exercised only in promoting the **Objects**:

- (a) to create, develop, maintain and promote high standards of accountability and transparency for charities, non-governmental or other organisations working in international development, aid, relief, environmental protection, anti-corruption or any related fields (the “**Accountability Commitments**”);
- (b) to create, develop and maintain systems for monitoring compliance with the Accountability Commitments and for dealing with actual or alleged non-compliance with the Accountability Commitments;
- (c) to create, develop and maintain systems for measuring, managing and reporting the quality and impact of the activities of charities, non-governmental or other



organisations working in international development, aid, relief, environmental protection, anti-corruption or any related fields;

- (d) to organise events, peer-to-peer learning and promote research and other activities;
- (e) to provide advice;
- (f) to publish or distribute information;
- (g) to co-operate with other bodies;
- (h) to support, administer or set up charities;
- (i) to raise funds;
- (j) to borrow money and give security for loans (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- (k) to acquire or hire property of any kind;
- (l) to let or dispose of property of any kind (in exercising this power the Charity must comply as appropriate with the Charities Act 2011);
- (m) to make grants or loans of money and to give guarantees;
- (n) to set aside funds for special purposes or as reserves against future expenditure;
- (o) to deposit funds in any lawful manner and to invest the Charity's funds in or upon such investments, securities or property as may be thought fit subject to any conditions or consents which may be imposed or required by law;
- (p) to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- (q) to construct, maintain and alter buildings and erections;
- (r) subject to the other provisions of these Articles, to employ paid or unpaid agents, staff or advisers;
- (s) to enter into contracts to provide services to or on behalf of other bodies;
- (t) to establish subsidiary companies to assist or act as agents for the Charity;
- (u) to amalgamate with any companies, institutions, societies or Companies having objects wholly or in part similar to those of the Charity and to purchase or otherwise acquire the property, assets and liabilities of any such body or to transfer the property, assets and liabilities of the Charity to such body;



- (v) to pay the costs of forming and registering the Charity;
- (w) to provide indemnity insurance for the Trustees (as defined in the Articles) 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);
- (x) to 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;
- (y) to undertake and execute charitable trusts;
- (z) to 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);
- (aa) to 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;
- (bb) to 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; and
- (cc) to do anything else within the law which promotes or helps to promote the Objects.



PART 3

LIMITATION ON PRIVATE BENEFIT

4. LIMITATION ON PRIVATE BENEFIT – GENERAL

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

4.2 Permitted benefits to Members

(a) 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:

- (i) any payments made to any Member in his, her or its capacity as a beneficiary of the Charity;
- (ii) 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(b) and 4.4 shall apply;
- (iii) interest at a reasonable and proper rate on money lent by any Member to the Charity;
- (iv) any reasonable and proper rent for premises let by any Member to the Charity; and
- (v) any payments to a Member who is also a Trustee or a person Connected to a Trustee which are permitted under Articles 4.3(b) or 4.4.

4.3 Permitted benefits to Trustees and Connected persons

(a) No Trustee may:

- (i) sell goods, services or any interest in land to the Charity;
- (ii) be employed by, or receive any remuneration from, the Charity; or
- (iii) receive any other financial benefit from the Charity;

unless the payment is permitted by Articles 4.3(b) or 4.4 or authorised by the court or the Charity Commission. In this Article 4.3 a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value.



- (b) A Trustee may receive the following benefits from the Charity:
- (i) 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;
 - (ii) 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 in connection with his, her or its attendance at meetings of Trustees or general meetings or otherwise in connection with the exercise of his, her or its powers and the discharge of his, her or its responsibilities in relation to the Charity;
 - (iii) a Trustee or person Connected to a Trustee 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(a)(iii) 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);
 - (iv) a Trustee or person Connected to a Trustee may receive interest at a reasonable and proper rate on money lent to the Charity;
 - (v) a Trustee or person Connected to a Trustee may receive reasonable and proper rent for premises let to the Charity;
 - (vi) the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 5.2; and
 - (vii) a Trustee or other officer of the Charity may receive payment under an indemnity from the Charity in accordance with Article 5.1,

provided that where benefits are conferred under Article 4.3(b), Article 8.8 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

4.4 Subsidiary Companies

- (a) A Trustee may receive the following benefits from any Subsidiary Company:
- (i) 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;



- (ii) 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;
- (iii) a Trustee or a person Connected to a Trustee 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 4.3(b)(iii) 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 Connected to that Trustee);
- (iv) 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;
- (v) 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;
- (vi) any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
- (vii) 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 specific benefit to that Trustee or a person Connected to them under Articles 4.4(a)(iii), (iv) or (v).

5. LIABILITY OF MEMBERS

5.1 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 he is a Member or within one year after he ceases to be a Member, for:

- (a) payment of the Charity's debts and liabilities contracted before he ceases to be a Member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.



6. TRUSTEES' INDEMNITY AND INSURANCE

6.1 Indemnity

- (a) Subject to paragraph (b), a Relevant Officer of the Charity may be indemnified out of the Charity's assets against:
- (i) any liability incurred by that Officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity; and
 - (ii) any other liability incurred by that Trustee as an officer of the Charity.
- (b) This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- (c) In this Article a "**Relevant Officer**" means any Trustee or former Trustee of the Charity or any Panel Member or former Panel Member.

6.2 Insurance

- (a) The Trustees may decide to purchase and maintain insurance, at the expense of the Charity, for the benefit of any Relevant Officer in respect of any relevant loss, in each case 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).
- (b) In this Article:
- (i) a "**Relevant Officer**" means any Trustee or former Trustee of the Charity or any Panel Member or former Panel Member; and
 - (ii) a "**relevant loss**" means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Officer's duties or powers in relation to the Charity.

PART 4

TRUSTEES

7. TRUSTEES' POWERS AND RESPONSIBILITIES

7.1 Trustees' powers and responsibilities - general



- (a) The Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity. In particular, the Trustees shall have the power, without limitation, to:
 - (i) appoint (and remove) any person to act as secretary to the Charity in accordance with the Companies Acts (the "**Secretary**");
 - (ii) appoint a Chair, Treasurer and other honorary officers from among their number;
 - (iii) establish and manage a Secretariat to provide administrative support to the Charity; and
 - (iv) establish the systems and procedures described in Article 7.1(b) for the handling of complaints.
- (b) The Trustees shall establish, and may amend from time to time, a procedure for the handling of complaints by any party against any Member(s) or the Charity regarding compliance with the Accountability Commitments (the "**Complaints-Handling Procedure**").

7.2 Trustees may delegate

- (a) Subject to the Articles, the Trustees may delegate any of the powers which are conferred on them under the Articles:
 - (i) to such person or committee;
 - (ii) by such means (including by power of attorney);
 - (iii) to such an extent;
 - (iv) in relation to such matters or territories; and
 - (v) on such terms and conditions;as they think fit.
- (b) If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom they are delegated.
- (c) The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

8. DECISION-MAKING BY TRUSTEES

8.1 Trustees to take decisions collectively



- (a) The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 8.2.

8.2 Unanimous decisions

- (a) A decision of the Trustees is taken in accordance with this Article when all eligible Trustees indicate to each other by any means that they share a common view on a matter.
- (b) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Trustee or to which each eligible Trustee has otherwise indicated agreement in writing.
- (c) References in this Article to eligible Trustees are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting.

8.3 Calling a Trustees' meeting

- (a) The Trustees must hold at least one meeting each Year.
- (b) Any Trustee may call a Trustees' meeting by giving at least one week's notice, in writing, to the Trustees or by authorising the Secretary to give such notice.
- (c) Notice of any Trustees' meeting must indicate:
 - (i) its proposed date and time;
 - (ii) where it is to take place; and
 - (iii) 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.
- (d) Notice of a Trustees' meeting must be given to each Trustee, but need not be in writing.
- (e) Notice of a Trustees' meeting need not be given to Trustees who waive their entitlement to notice of that meeting, by giving notice to that effect to the Charity not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

8.4 Participation in Trustees' meetings

- (a) Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:



- (i) the meeting has been called and takes place in accordance with the Articles; and
 - (ii) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (b) A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants. If all the Trustees participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place where any of them is.

8.5 Quorum for Trustees' meetings

- (a) The quorum for a meeting of the Trustees is 60% (rounded up to the nearest whole number) of the Trustees unless otherwise required by these Articles or determined by a resolution of the Trustees.
- (b) The quorum for a meeting dealing with the admission or removal of Members and organisations formally associated to the Accountability Commitments shall be all of the Trustees, except where the meeting relates to the removal of a Member for non-payment of any subscription amount where the quorum shall be 60% (rounded up to the nearest whole number) of the Trustees.

8.6 Chairing of Trustees' meetings

- (a) The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present shall preside at each meeting.

8.7 Casting vote

- (a) If the numbers of votes for and against a proposal are equal, the Chair or other Trustee chairing the meeting has a casting vote.
- (b) But this does not apply if, in accordance with the Articles, the Chair or other Trustee is not to be counted as participating in the decision-making process for quorum or voting purposes.

8.8 Conflicts of interest

- (a) Whenever a Trustee is interested (directly or indirectly) in a matter to be discussed at a meeting, he or she must:
- (i) declare an interest before discussion begins on the matter;
 - (ii) withdraw from that part of the meeting unless expressly invited to remain by the other Trustees present, acting unanimously; and



- (iii) not be counted in the quorum for that part of the meeting and have no vote on the matter.
- (b) In determining whether a Trustee is interested in a matter to be discussed at a meeting for the purposes of Article 8.8(a), regard should be had to the Guidance on Conflicts of Interest, and approved by the Trustees from time to time.
- (c) Subject to Article 8.8(d), if a question arises at a meeting of Trustees or of a committee of Trustees as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairperson whose ruling in relation to any Trustee other than the chairperson is to be final and conclusive.
- (d) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairperson, the question is to be decided by a decision of the Trustees at that meeting, for which purpose the chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

8.9 Trustees' power to authorise a conflict of interest

- (a) The Trustees acting unanimously have power to authorise a Trustee to be in a position of conflict of interest provided:
 - (i) in relation to the decision to authorise a conflict of interest, the conflicted Trustee must comply with Article 8.8;
 - (ii) in authorising a conflict of interest, the Trustees can (subject to Article 8.9(b)) decide the manner in which the conflict of interest may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a conflict of interest can participate in a vote on the matter and can be counted in the quorum **unless** the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:
 - 1) any benefit received in his, her or its capacity as a beneficiary of the Charity (as permitted under Article 4.3(b)(i)) and which is available generally to the beneficiaries of the Charity;
 - 2) the payment of premiums in respect of indemnity insurance effected in accordance with Article 6.2;
 - 3) payment under the indemnity set out at Article 6.1; and
 - 4) reimbursement of expenses in accordance with Article 4.3(b)(ii); and
 - (iii) the decision to authorise a conflict of interest can impose such terms as the Trustees think fit and is subject always to their right to vary or terminate the authorisation.



- (b) If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 8, he or she must:
 - (i) 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;
 - (ii) not be counted in the quorum for that part of the process; and
 - (iii) withdraw during the vote and have no vote on the matter.
- (c) If a matter, or office, employment or position, has been authorised by the Trustees in accordance with Article 8.9(a) then, even if he or she has been authorised to remain at the meeting by the other Trustees, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- (d) A Trustee shall not be accountable to the Charity for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 8.9(a) (subject to any limits or conditions to which such approval was subject).
- (e) Where a Trustee 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:
 - (i) 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
 - (ii) The Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she derives from any matter or from any office, employment or position.

8.10 Members' power to retrospectively approve decisions of the Board

- (a) Irrespective of Article 8.8, in the event that the chairperson of any meeting of the Trustees considers there to be any doubt as to the existence of a potential conflict of interest, the Trustees may, acting in good faith and consistently with their other duties as Trustees of the Charity, proceed to decide and vote on the issue as if no conflict of interest existed, the decision having provisional status until approval of the decision by the Members at the following general meeting or by way of written resolution.
- (b) Decisions of the Trustees that may be remitted for retrospective approval by the Members shall include, without limitation:



- (i) the entry into, termination of, or other material variation of any service agreements with the Berlin Civil Society Center gGmbH or any other organisation that from time to time serves as the Charity's Secretariat; and
- (ii) the termination of any Member's membership of the Charity.

8.11 Trustees' discretion to make further rules

- (a) Subject to the Articles, the Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees.

9. APPOINTMENT OF TRUSTEES

9.1 Appointment of Trustees

- (a) Unless otherwise determined by the Trustees, the Board shall be made up of up of a minimum of five Trustees. At least 60% of Trustees must be Authorised Representatives of Members.
- (b) Trustees who are Authorised Representatives of Members must be appointed as Trustees by ordinary resolution of the Charity. Non-Member Trustees may be appointed by the Board. No Member may have more than one Authorised Representative appointed as a Trustee.
- (c) Each Trustee shall be appointed to serve for a term of three years commencing at the AGM at which s/he is appointed. Any Trustee may be re-appointed once at the end of his/her three-year term, but may not serve more than two terms consecutively. The Trustees may unanimously resolve that, due to exceptional circumstances, a Trustee should continue to hold office for a maximum additional period of one year.

Thereafter, a Trustee may not serve for a period of one full term, at the end of which they may be re-nominated as a Trustee. While there is no limit as to the overall number of terms a Trustee may serve, no Trustee may serve more than two terms consecutively.

For the purposes of this Article, a term shall commence:

- (i) in the case of Trustees who are Authorised Representatives, on the date of the AGM at which they are appointed; or
- (ii) in the case of Independent Non-Member Trustees, on the date of the first AGM following their appointment by the Board;



and in the case of all Trustees, shall end on the date of the third AGM following that at which they are appointed.

- (d) The Trustees may appoint a person who is willing to act to be a Trustee, and would not be disqualified from acting under the provisions of Article 10(a), either to fill a vacancy or as an additional Trustee and in either case whether or not for a fixed term. Irrespective of the terms of his appointment, a Trustee so appointed shall hold office only until the first AGM after his appointment and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting. If not re-appointed at such AGM, he shall vacate office at its conclusion
- (e) No person may be appointed as a Trustee unless he or she has reached the age of 16 years.

10. TERMINATION OF TRUSTEE'S APPOINTMENT

- (a) A Trustee's term of office automatically terminates if he or she is removed from office in accordance with the Companies Acts or becomes disqualified from acting as a Trustee and in addition if he or she:
 - (i) is incapable, whether mentally or physically, of managing his or her own affairs;
 - (ii) if he or she is an Authorised Representative of a Member, ceases to be authorised to be a Trustee by the Member who originally gave the authorisation (provided that the Member has notified the Trustees that the person is no longer authorised);
 - (iii) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
 - (iv) fails to attend three consecutive meetings of the Trustees; or
 - (v) he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity,

unless (in relation to any of paragraphs (i) to (iv) above) the other Trustees determine otherwise.

- (b) A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Trustees.



11. THE INDEPENDENT REVIEW PANEL

11.1 Powers and responsibilities of the Independent Review Panel

- (a) The Trustees shall establish an Independent Review Panel and delegate to it such powers as they think fit, including:
 - (i) the power to monitor reporting by Members in accordance with Article 12.4(a);
 - (ii) the power to review the actions of Members against which complaints have been received, in accordance with the Complaints-Handling Procedure; and
 - (iii) the power to make recommendations to the Trustees on sanctions to be imposed upon Members for failure adequately to report to the Charity in accordance with Article 12.4(a) or non-compliance with the Accountability Commitments.
- (b) The Trustees shall make rules of procedure governing the Independent Review Panel, which shall be set out in the Independent Review Panel Terms of Reference.

11.2 Appointment of the Independent Review Panel

- (a) The Independent Review Panel shall consist of between four and eight members (the **"Panel Members"**).
- (b) Panel Members shall be appointed by the Board, acting by a 75% majority for three-year terms, which may be renewed once.
- (c) Nominations for Panel Members may be submitted by any Trustee or Member to the Secretariat.
- (d) At least 30 days before a decision is to be taken by the Trustees on the appointment of any Panel Member (or renewal of a Panel Member's term), notice of the nominee candidate or candidates (or proposed renewal) shall be posted on the Charity's website.
- (e) Any Member which objects to the nomination of a candidate for Panel membership (or renewal of a Panel Member's term) must inform the Secretariat of this fact at least 15 days in advance of the date on which the Trustees are scheduled to vote on the appointment of that candidate or renewal. The Board shall take due account of any reasoned objections raised.
- (f) In appointing Panel Members, the Board may, in its discretion take into account, such criteria as it deems appropriate to ensure that the Panel Members bring a diversity of experience and perspectives.



- (g) Terms of reference for Panel Members duly appointed shall be stipulated by the Board. Deliberations of the Independent Review Panel shall be free from any interference by the Board.
- (h) Candidates for Panel Members must, at the time of their nomination and at all times during their term of office:
 - (i) ensure that they remain independent of any Member or of the Charity or declare any conflict of interest in accordance with processes stipulated in their Terms of Reference; and
 - (ii) maintain high standards of personal conduct.

11.3 Status of recommendations by the Independent Review Panel

- (a) When considering whether to sanction a Member, including by terminating membership on the grounds permitted by Article 12.6, the Board shall give due consideration to recommendations and observations made by the Independent Review Panel in accordance with the Independent Review Panel's terms of reference (the "IRP Terms of Reference").

11.4 Resignation or removal of Members of the Independent Review Panel

- (a) Panel Members may be removed by 75% of the Trustees.
- (b) The Members may by special resolution at the Charity's AGM remove any Panel Member.
- (c) In the event that a Panel Member is removed or resigns or is otherwise unable to discharge their role, the Board may appoint a replacement to fulfil the unexpired portion of the Panel Member's term of office (if any).



PART 5

MEMBERS

12. BECOMING AND CEASING TO BE A MEMBER

12.1 Membership - general

- (a) The Charity must maintain a register of Members and publish a list of Members on the Charity's website.
- (b) The Trustees may establish different classes of membership, prescribe their respective privileges and duties and set different subscription amounts for each class.
- (c) The Trustees may establish various classes of organisations associated to the Accountability Commitments, may set rules for their admission, removal and privileges, and may set their subscription amounts. Such organisations shall not have voting rights and shall not be Members.

12.2 Applications for Membership

- (a) Applications for membership shall be made to the Charity in such form as is stipulated by the Trustees from time to time.
- (b) Membership shall be approved by 75% (rounded up to the nearest whole number) of the Trustees.
- (c) All Members shall sign the register of Members or otherwise consent in writing to become a Member through an Authorised Representative.

12.3 Conditions of Membership

- (a) The Trustees may set a subscription amount for membership from time to time.
- (b) The Trustees shall establish criteria for membership of the Charity (the "**Membership Criteria**"), which shall include that Members must:
 - (i) have a mission and mandate that require the Member to work predominantly internationally or on international issues; or have a national work focus and be located in a country where there is no equivalent national accountability code to use;
 - (ii) pay the subscription amount (if any) set by the Trustees;
 - (iii) seek to comply with the Accountability Commitments and to promote compliance with the Accountability Commitments amongst its Members (including through the adoption of appropriate internal complaints



procedures and clearly advertising on their website or in other appropriate publications that recourse may be had to the Independent Review Panel in the event that a complainant does not consider a complaint to have been adequately addressed);

- (iv) report to the Charity in accordance with Article 12.4; and
 - (v) satisfy any additional Membership Criteria as may be adopted by the Trustees from time to time.
- (c) Save for the criteria at 7.3(b)(i) to (iv), which must be included, the Trustees may change the Membership Criteria at any time.
- (d) The Trustees may, at any time, require any Member to provide such information as they require in order to confirm Member's continued compliance with these Articles, the Membership Criteria and the Accountability Commitments.

12.4 Reporting by Members

- (a) Members shall report to the Charity in accordance with the Global Reporting Initiative (GRI) NGO Sector Supplement Guidelines or such other reporting standards as shall be adopted from time to time by the Trustees. Such reports (the ***Accountability Reports***) shall be delivered by the Members to the Secretariat according to the timeframes directed by the Board and notified to the Members.
- (b) Members shall submit their Accountability Reports to the Secretariat as soon as practicable after its publication and in any event no later than twelve months after the end of their financial year.

12.5 Complaints against Members

Complaints against Members for non-compliance with the Accountability Commitments or such other applicable reporting standards shall be dealt with in accordance with the Complaints-Handling Procedure.

12.6 Termination of Membership

- (a) A Member may withdraw from membership of the Charity by giving written notice of resignation to the Charity at least four calendar months before the end of the current membership year, which notice may be waived at the Board's discretion.
- (b) Membership is not transferable.
- (c) A Member's membership terminates when that Member ceases to exist.
- (d) Subject to Article 12.6(e) the Trustees may, at their discretion and by a majority of 75% (rounded up to the nearest whole number), terminate the membership of any Member which;



- (i) fails to comply with any of the provisions of these Articles or the Accountability Commitments;
 - (ii) is six months in arrears in paying the relevant subscription amount (if any) (but in such a case the Member may be reinstated on payment of the amount due);
 - (iii) fails to report to the Charity in accordance with Article 12.4, within the periods specified in the Sanctions Policy (in which case any decision to terminate must be taken in accordance with the Sanctions Policy) and/or persistently fails to address reporting failures identified to it by the Independent Review Panel;
 - (iv) subject to the threshold requirements applicable to Articles 12.6 (d)(ii) and (iii), no longer satisfies the Membership Criteria; or
 - (v) has been the subject of a complaint received in accordance with the Complaints-Handling Procedure and has, following review by the Independent Review Panel, failed to take adequate steps to address that complaint.
- (e) In exercising their discretion to terminate membership in accordance with Article 12.6(d) the Trustees must give due consideration to any recommendations made by the Independent Review Panel in accordance with the IRP Terms of Reference.
- (f) The Trustees, acting unanimously or, if unanimity is not achieved, a majority of the Members, may terminate a Member's membership on the ground that, in their opinion, the Member's continued membership is detrimental to the Charity. The Trustees will notify the relevant Member in writing of any intention to terminate their membership in accordance with this Article. The relevant Member will have 14 clear days after receiving such notice to put forward written representations, which the Trustees will consider when making their decision on termination of the Member's membership.

13. ORGANISATION OF GENERAL MEETINGS

13.1 AGMs

- (a) The Charity must hold an AGM, which all Members and organisations formally associated to the Accountability Commitments are entitled to attend, every year. The first AGM may be held within 18 months after the Charity's incorporation.
- (b) General meetings must be called on at least 21 clear days in written notice and the notice must specify the business which is to be discussed at the general meeting, its location and exact times.



- (c) At an AGM the Members may:
 - (i) monitor the performance of the Trustees;
 - (ii) approve decisions of the Board pursuant to Article 8.10(b).
 - (iii) receive the accounts of the Charity for the previous financial year;
 - (iv) receive the Trustees' report on the Charity's activities since the previous AGM;
 - (v) accept the retirement of the Trustees who wish to retire;
 - (vi) elect Trustees to fill the vacancies arising;
 - (vii) appoint auditors for the Charity;
 - (viii) approve changes and amendments of the Accountability Commitments (including any merger with any other accountability initiative) pursuant to Article 14.2 (a);
 - (ix) consider the adequacy and propriety of any remedial steps taken by the Charity in the event that a complaint against the Charity was upheld by the Independent Review Panel in the preceding year in light of any recommendations made by the Independent Review Panel; and
 - (x) deal with any other business put before them.

13.2 General meetings

- (a) A general meeting may be called at any time by the Trustees and a general meeting must be called within 21 days of a written request from Members representing at least 5% of the total voting rights of all the Members having the right to vote at general meetings.

13.3 Attendance and speaking at general meetings

- (a) Members are entitled, either in person or by an Authorised Representative or proxy, to attend general meetings. If a Member wishes to have a proxy attend any general meeting on its behalf, a proxy form must be delivered to the Secretary at least 24 hours before the meeting.
- (b) A person is able to exercise the right to vote at a general meeting when:
 - (i) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and



- (ii) 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.
- (c) 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.
- (d) 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. For the avoidance of doubt, Members may attend general meetings by video conference.
- (e) 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.

13.4 Quorum for general meetings

- (a) No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- (b) The quorum for a general meeting shall be 6 Members, present either in person or by way of Authorised Representative or proxy.

13.5 Chairing general meetings

The Chair, or (if the Chair is unable or unwilling to do so) some other Member elected by those Members present, will preside at a general meeting.

13.6 Attendance and speaking by Trustees and non-Members

- (a) Trustees may attend and speak at general meetings, whether or not they are Members.
- (b) The chairperson of the meeting may permit other persons who are not Members of the Charity to attend and speak at a general meeting.

13.7 Adjournment

- (a) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairperson of the meeting must adjourn it.
- (b) The chairperson of the meeting may adjourn a general meeting at which a quorum is present if:
 - (i) the meeting consents to an adjournment, or



- (ii) it appears to the chairperson 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.
- (c) The chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (d) When adjourning a general meeting, the chairperson of the meeting must:
 - (i) 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
 - (ii) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (e) 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 (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - (i) to the same persons to whom notice of the Charity's general meetings is required to be given, and
 - (ii) containing the same information which such notice is required to contain.
- (f) 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.

14. VOTING AT GENERAL MEETINGS

14.1 Voting: general

- (a) Except where otherwise provided by the Companies Acts or in these Articles, every issue considered at a general meeting is decided by a simple majority of the votes cast at that general meeting.
- (b) Every Member present, either in person or by way of Authorised Representative or proxy, has one vote on each issue.
- (c) A written resolution signed by all those Members entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting. For this purpose, the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature.



14.2 Amendments to the Accountability Commitments and merger with other accountability initiatives

- (a) Any amendments to the Accountability Commitments (including any merger with other accountability initiatives) shall require the approval of by two thirds of the Membership (either at an AGM or by written resolution).
- (b) Upon approval from two-thirds of the Membership (either at an AGM or by written resolution), the Secretariat shall notify all Members that the amendment has been approved and publish the amended Accountability Commitments on the Charity's website. The amendment shall be effective from the date of publication of the amended Accountability Commitments on the Charity's website.

14.3 Errors and disputes

- (a) 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.
- (b) Any such objection must be referred to the chairperson of the meeting whose decision is final.

14.4 Content of proxy notices

- (a) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
 - (i) states the name and address of the Member appointing the proxy;
 - (ii) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - (iii) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - (iv) is delivered to the Charity in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- (b) The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (c) 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.
- (d) Unless a proxy notice indicates otherwise, it must be treated as:



- (i) 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
- (ii) 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.

14.5 Delivery of proxy notices

- (a) A person who is entitled to attend, speak or vote at a general meeting remains so entitled 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.
- (b) An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (c) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (d) 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 appointor's behalf.

14.6 Amendments to resolutions

- (a) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - (i) 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 before the meeting is to take place (or such later time as the chairperson of the meeting may determine), and
 - (ii) the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.
- (b) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - (i) the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (ii) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (c) If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.



PART 6

15. ADMINISTRATIVE ARRANGEMENTS

15.1 Records and Accounts

- (a) The Trustees must 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 of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of annual reports, annual returns and annual statements of account.
- (b) The Trustees must keep proper records of all proceedings at general meetings and meetings of the Trustees, all reports of committees, and all professional advice obtained.
- (c) Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- (d) A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

15.2 Notices

- (a) Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to Members generally) may be published in any suitable journal or newspaper or any newsletter distributed by the Charity.
- (b) The only address at which a Member is entitled to receive notices is the address shown in the register of Members.
- (c) Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - (i) 24 hours after being sent if sent by electronic means or delivered by hand to the relevant address;
 - (ii) two clear days after being sent if sent by first class post to that address;
 - (iii) three clear days after being sent if sent by second class or overseas post to that address;
 - (iv) on the date of publication of any journal, newspaper or Charity newsletter containing the notice; and



- (v) on being handed to the Member or, in the case of an organisation which is a Member, its Authorised Representative personally or, if earlier, as soon as the Member acknowledges actual receipt.
- (d) A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate the giving of the notice.

15.3 Means of communication to be used

- (a) Subject to the Articles, anything sent or supplied by or to the Charity under the Articles 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 or to the Charity.
- (b) 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 by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- (c) A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

15.4 Seals

- (a) Any common seal may only be used by the authority of the Trustees.
- (b) The Trustees may decide by what means and in what form any common seal is to be used.
- (c) Unless otherwise decided by the Trustees, if the Charity has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- (d) For the purposes of this Article, an authorised person is:
 - (i) any Trustee of the Charity;
 - (ii) the Secretary (if any); or
 - (iii) any person authorised by the Trustees for the purpose of signing documents to which the common seal is applied.



PART 7 WINDING UP

16. Winding up

- (a) 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:
 - (i) directly for the objects of the Charity; or
 - (ii) to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:
 - (1) for purposes similar to the objects of the Charity; or
 - (2) for use for particular purposes that fall within the objects of the Charity.
- (b) In no circumstances shall the net assets of the Charity be paid to or distributed among the Members of the Charity under this Article 16 (except to a Member that is itself an institution chosen to benefit under this Article 16).
- (c) If no resolution is passed in accordance with Article 16(a) 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.