



**The CARE International Code**

*Updated June 2018*

**1. Purpose**

The CARE International (CI) Code is a core guiding document, subject to the statutes, that defines who CARE is, what binds us and how different parts of CI work together.

It has had several iterations since the founding of CARE International. The latest revision occurred in 2018, incorporating a number of changes that have taken place as outgrowths of CARE’s 2020 vision. This revision positions the CI Code as a more accessible document that can be used to orient newcomers as well as shared transparently with partners and allies. It is also designed to enable greater agility, recognising the pace of change that characterises the global landscape and nature of CARE’s work. Different levels of authority and decision-making have been identified that better enable management to adapt as needed, while maintaining governance oversight of organisational direction and governing Statutes.

Throughout we have attempted to be consistent with using **CARE** when discussing a global approach, identity or brand and **CI** when discussing the confederation or a part of the structure of the organisation.

**2. Scope**

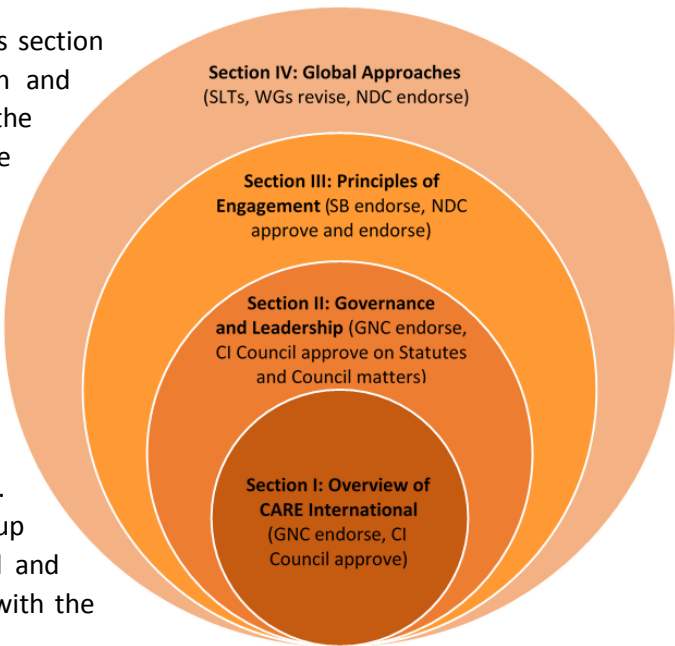
The CI Code applies to all parts of CARE International. Members and any offices that they are responsible for managing, are accountable for upholding the obligations, principles and agreements described herein. Affiliates are bound by Section I and Section II as well as key elements of Section III and Section IV as determined in their specific Affiliation Agreements. Candidates are responsible for working towards meeting the obligations, principles and agreements of the CI Code in the timeline defined in their Transition Agreements.

**3. Structure and Levels of Approval for Changes to the Code**

The CI Code has been structured as follows:

**Section I: Overview of CARE International** – This section describes CARE’s Identity – its history, mission and principles. It also describes the architecture of the confederation. Because it represents the essence of who we are, any changes to this part of the Code requires the endorsement of the Governance and Nominations Committee (GNC) and approval of Council.

**Section II: Governance and Leadership** – This section describes CI’s governance and leadership bodies. It also includes the CI Statutes which govern the organisation and legally bind us. Changes to the Statutes and governance set-up require GNC endorsement and Council approval and any change to the Statutes must be registered with the respective Swiss and Belgian Authorities.



**Section III: Principles of Engagement** – This section includes the principles of engagement agreed upon by the membership. Any changes to these principles require CI Supervisory Board (SB) endorsement and National Directors Committee (NDC) approval.

**Section IV: Global Approaches** – This section includes our strategic approaches, frameworks, guidelines, policies and procedures – which will, by their nature, need to be more regularly updated by relevant Strategic Leadership Teams and/or key Working Groups, with NDC endorsement and subject to the direction of the Supervisory Board when necessary.

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## SECTION I: OVERVIEW OF CARE INTERNATIONAL

### Chapter 1: CARE's Identity

#### 1. Vision, Mission and Focus

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##### Our Vision

We seek a world of hope, tolerance and social justice, where poverty has been overcome and all people live in dignity and security.

##### Our Mission

CARE works around the globe to save lives, defeat poverty and achieve social justice.

##### Our Focus

We put women and girls in the centre because we know that we cannot overcome poverty until all people have equal rights and opportunities.

#### 2. CARE's History

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CARE was founded in 1945 in the United States to respond to millions in need of food and relief supplies at the end of World War II. 22 U.S. charity organisations of civic, religious, cooperative and labour backgrounds came together as the Cooperative for American Remittances to Europe, with an initial focus on providing CARE packages. Shortly thereafter CARE Canada was founded in 1946 to support the relief efforts. The first 15,000 packages arrived in Le Havre, France, in May 1946. Initially containing food, the package was expanded to include diverse culture diets as well as non-food items including tools, blankets, school supplies and medicine. Over the course of the next two decades 100 million more packages were delivered.

##### From Remittances in Europe to Relief Everywhere

With Europe on the road to recovery, CARE turned to provide its growing expertise in relief to disasters and post-war recovery in other parts of the world. By the early 1950s, operations had been established in a number of Asian and Latin American countries, followed by Africa in the early 1960s. CARE at this time also began providing medical services and setting up pioneering primary health care programmes. In most places around the world where humanitarian relief was required, CARE was there, working alongside communities to provide life-saving assistance and to begin rebuilding.

Throughout the 1960s and 1970s, CARE expanded its activities beyond immediate and short-term relief to more long-term assistance in the form of recovery and rehabilitation. While CARE continued to respond with food distribution in the wake of disasters and emergencies, it also began to support communities to rebuild their livelihoods, focusing increasingly on long-term food security and sustainable farming programmes.

##### CARE in the 80s and 90s- Cooperative for Assistance and Relief Everywhere

CARE increasingly began taking a 'rights-based' approach to development – recognising that poverty is often caused by the absence of rights, opportunities and assets, due to social exclusion, marginalisation and discrimination. We also started focusing on women's empowerment, recognising from our decades of poverty-fighting experience that women are key: by empowering women, entire

families and communities can be lifted out of poverty. Throughout, CARE continued responding to countries in crisis, from the civil war in Rwanda to the Gulf Wars.

CARE also began expanding its membership, with 8 new members founded (Australia, Denmark, Germany, France, Japan, Austria, Norway and UK) as well as an umbrella organisation, CARE International (CI), forming a global confederation. In 1993 CARE was re-registered as Cooperative for Assistance and Relief Everywhere.

### **Defeating poverty: CARE in the new millennium**

In the first part of the new millennium, CARE applied its time-tested capabilities in emergency relief and recovery to a series of major crises, including the Asian tsunami, earthquakes in Pakistan and Indonesia, and the displacement of more than 2.5 million people in the war-torn region of Darfur, Sudan. During this time, CARE solidified its position as a leader in areas such as agriculture, education with a focus on girls, health and community well-being, small-scale entrepreneurial activity such as village savings and loans, improving water sanitation and hygiene, and putting women's empowerment at the centre of our approach to defeat poverty. We increasingly began to strengthen our approaches to partnership and advocacy, and to focusing on achieving long-term sustainable change and global impact. Raks Thai, CARE Netherlands, CARE Peru and CARE India became members in this period, expanding CARE's global membership base and prompting reflections about a more diverse model for the future.

### **CARE Today**

More than seven decades later, CARE has evolved to become one of the largest poverty-fighting organizations in the world, working with a wide range of partners and allies to address global inequality within and between countries. In 2012 CARE developed its CARE 2020 vision outlining its ongoing role and relevance for the future, and in 2013 began a transformational change process to realize that vision. Our membership is growing and becoming more diverse, and we work together with our partners in more than 90 countries to have an impact on poverty and injustice.

## **3. CARE's Programming Principles**

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*In order to fulfil CARE's Vision and Mission, all of CARE's programmes should conform to the following Programme Principles. They should inform and guide, at a fundamental level, the way we work. They are not optional.*

### **Principle 1: Promote Empowerment**

We stand in solidarity with people living in poverty and support their efforts to take control of their own lives and fulfil their rights, responsibilities and aspirations. We ensure that participants and organisations representing people living in poverty, especially women and girls, are partners at all stages in our programmes.

### **Principle 2: Work with Partners**

We work with others to maximise the impact of our programmes, building alliances and partnerships with those who offer complementary approaches, are able to scale up effective solutions, and/or have responsibility to fulfil rights and reduce poverty through policy change and implementation. We commit to working in ways that support and reinforce, not replace, existing capacities.

### **Principle 3: Ensure Accountability and Promote Responsibility**

We seek ways to be held accountable by the people we serve and partners we work with. We identify individuals and institutions with an obligation toward poor and marginalised people, and support and encourage their efforts to fulfil their responsibilities.

### **Principle 4: Address Discrimination**

In our programmes and in everything we do we address discrimination and the denial of rights based on gender, race, nationality, ethnicity, class, religion, age, physical ability, caste, opinion or sexual orientation.

### **Principle 5: Seek Sustainable Results**

As we address underlying causes of poverty and rights denial, we develop and use approaches that result in lasting and fundamental improvements in the lives of the people we serve, particularly women and girls. We work to influence changes that are environmentally, socially and institutionally sustainable.

### **Principle 6: Do No Harm**

We analyse the intended and unintended impacts of our programmes, encourage honest learning, and take action to prevent and respond to any unintended harms. We place special focus on preventing and addressing gender-based violence in all of our programmes.

*We hold ourselves accountable for enacting behaviours consistent with these principles, and ask others to help us do so, not only in our programmes, but in all that we do.*

## **4. CARE International's Humanitarian Mandate**

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This statement articulates CARE's commitment to the humanitarian imperative in line with its vision, mission, and program principles.

### **GOAL**

1. Responding to humanitarian emergencies is an essential part of CARE's work to fight poverty and injustice and we recognize that emergencies are a cause and effect of both. CARE helps people cope with crises through disaster risk reduction, emergency relief, preparedness and post-crisis recovery.

### **OBJECTIVES**

2. The primary objective of humanitarian response is to meet immediate needs of affected women, men, boys, girls and all/diverse genders in the poorest communities in the world. Recognizing that people have the fundamental right to life with dignity, CARE also strives to address the underlying causes of people's vulnerability.
3. CARE is a major force in humanitarian response and has a responsibility as a leader in the sector to demonstrate the highest standards of effectiveness and quality.



## **PRINCIPLES**

4. CARE is a signatory of and holds itself accountable to accepted international humanitarian principles, standards and codes of conduct, including the Red Cross/Crescent & NGO code of conduct, the Sphere standards, the Core Humanitarian Standard on Quality and Accountability, the Grand Bargain, the Charter for the inclusion of persons with disabilities in humanitarian action, and the Charter4Change.
5. CARE adheres to the principle of impartiality so that we provide assistance on the basis of need regardless of race, creed or nationality. CARE is committed to addressing the rights of women, men, girls and boys in times of crisis.
6. CARE upholds the principle of working independently of political, commercial, military, or religious objectives and promotes the protection of humanitarian space.

## **APPROACH**

7. CARE believes that local capacity can provide the most effective response to emergencies. However, by their very nature, emergencies often overwhelm local capacities, and in such situations, CARE will respond in an appropriate, timely and effective way.
8. CARE will respond wherever we can add value by:
  - Providing additional resources
  - Enhancing the quality of response
  - Committing to longer term solutions
  - Building local capacities
9. We have a range of response options:
  - Working with and through partners
  - Providing direct relief when local capacities are overwhelmed
  - Advocating with national and international bodies
  - Keeping the general public informed
10. CARE develops focused expertise both operationally and at the global policy level in certain specific humanitarian areas.
11. In keeping with our programming principles and our commitments under the Grand Bargain and Charter4Change, CARE develops both local and international partnerships to strengthen local capacities and to add value through collaborative approaches.
12. CARE ensures a strong nexus between its development and humanitarian work in order to ensure that acute, structural and chronic humanitarian needs are addressed, and international standards met throughout preparedness, disaster mitigation, resilience building, humanitarian response, recovery and long-term programming.

## 5. Code of Conduct<sup>1</sup>

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*The CARE International Board of Directors agreed, at the May 12, 1996 Board meeting held in Paris, to adopt the Code of Conduct of the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief with the addition of the following clarification:*

*“CARE International, in adopting the Red Cross Code of Conduct, makes note that the language under provision No 5 we shall respect Culture and Custom, will be interpreted and applied in conformity with internationally recognised human rights, particularly in regard to the rights of women”.*

## 6. Code of Ethics<sup>2</sup>

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### Introduction

CARE’s aim is to provide long-term developmental assistance to people and communities striving for social well-being, and to offer relief in times of crisis. Our purpose is to relieve poverty and to achieve sustainable development, leaving lasting benefits to the communities we serve. In times of humanitarian crisis, our objective is to save lives and relieve suffering, whenever it is within our power to do so.

As one of the world’s foremost relief and development organisations, CARE International has a responsibility to achieve the highest standards of ethical practice. CARE is committed to transparent, ethical and professional management of all its operations and resources.

Members abide by the confederation’s statutes, codes and ethics and are responsible for conducting activities in accordance with accepted professional standards of accuracy, truth, integrity and good faith.

At all times and in all circumstances, Members are expected to perform their roles in the best interests of the people and communities they are aiming to serve, respecting their cultures and values, assisting them to help themselves, and avoiding the creation of institutionalised dependence.

### Statutes

The CARE International Statutes require Members:

- A. to demonstrate compliance with the legal requirements of their applicable jurisdiction;
- B. to work to save lives, defeat poverty and achieve social justice;
- C. to ensure full independence from any political, religious or other affiliation not related to aid and relief; and
- D. to exercise all due and proper responsibility in all financial matters, including accuracy of fundraising literature, application of funds only in pursuance of the organisation’s stated objectives, and the practising of complete and accurate, public financial disclosure.

### External Relations

- A. In responding to needs, Members will give consideration to the human rights record of recipient nations and structure their response accordingly.

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<sup>1</sup> Proposed to be reviewed and updated in FY19

<sup>2</sup> Proposed to be reviewed and updated in FY19 alongside of Code of Conduct.

- B. Cooperation and assistance with organisations whose principles and practices are compatible with the standards of CARE International is encouraged.

#### **Financial Responsibility**

- A. Accounts must be audited in accordance with nationally recognised accounting principles and practices.
- B. Members fully acknowledge the necessity of timely, accurate and relevant reports required under agreement with donor agencies.

#### **Fundraising and Administrative Costs**

- A. Fundraising and administrative costs will be consistent with respective National codes.
- B. Members shall seek to maximise the proportion of donated funds used in support of projects and programmes, and to ensure that all expenditure on fundraising and administration is cost effective.

#### **Restricted Donor Funds**

Designated funds, raised by specific appeals for particular objectives, will be allocated and spent in accordance with the stated purpose of the appeal and consistent with CARE International policy on minimal charges. Any unavoidable adjustments, resulting from changing circumstances, will be advised to the donors.

#### **Advertising**

Members will employ responsible media and marketing techniques; promotion and advertising must be truthful and accurate and meet applicable advertising standards within their respective countries.

#### **Scrutiny**

All aspects of Members' governance, the nature of cooperation among the distinctive national CARE organisations, and the relationships and responsibilities within the CARE International Confederation, will be open and accessible to scrutiny.

## Chapter 2: CARE International Confederation

### 1. Overview of the CI Confederation

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CARE International (CI) is a confederation of independent member organisations that work in more than 90 countries around the world, in collaboration with a wide range of strategic partners and alliances. CI is committed to diversifying our organization to reflect the global nature of our work, in a way that constantly maintains and increases our relevance and positions CARE for greater legitimacy and impact. All parts of CI are bound by a common identity, rooted in our vision, mission and focus and come together for joined up global influence and impact.

CI regularly adopts global strategies, frameworks, policies and protocols to guide its work, as agreed to by the membership (*see Section IV: Global Approaches*). Each part of CI plays a valuable role contributing programme expertise, managing and implementing programmes, raising funds, advocating on key issues and mobilising the public.

The CI Secretariat acts as a body supporting the advancement of CARE's joint global interests. The Secretariat is overseen by the CI Supervisory Board and funded by the membership to convene global governance and leadership teams, define and advance shared strategic priorities as tasked by the membership, ensure accountability and coordinate the contributions of all parts of CI for joined up influencing, investment and impact.

### 2. Membership in CARE International

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CI's membership model is made up of a number of independent organisations established in accordance with the legal requirements of the applicable jurisdiction and whose membership in CI is determined by the Council to be in the best interest of CI. All member types must be aligned with the obligations laid out in the CI Statutes or developing the capacity to do so as defined in Transition Agreements.

#### Member Types

Forms of membership include:

- 1) Members. A Member is an organisation in good legal standing with appropriate governance structures in place that has a license to bear the CARE name and brand and upholds required brand standards. Members determine their role and strategy for national engagement in line with CI's overall strategic aims and are also responsible for leadership on the overall decision-making, workings and shared priorities of the global confederation. Members are recommended by the CI Supervisory Board and voted in by the Council.
- 2) Candidates Transitioning to Membership (Candidates). A Candidate is committed to becoming a Member within a mutually-agreed period of time and meeting CI's requirements as part of the transition process, defined through a signed Transition Agreement with CI. Organisations are proposed by the CI Supervisory Board and endorsed by the Council for transition. If a Candidate is a current Country Office or an entity newly established by CI, the Candidate may use the CARE name and brand subject to a license agreement from CARE USA. A Candidate may also be a national NGO joining CI. Generally, and depending on the nature of the Candidate, the period of transition is marked by organisational investment for the transition and progress against milestones in governance, legal status, program development, strategy alignment, fundraising, financial management, risk management, etc., as set forth in an agreed transition agreement at the end of

which the transitioning entity becomes a Member based on an endorsement by the Council, with all the rights and responsibilities that entails.

- 3) **Affiliates.** An Affiliate is an organisation in good legal standing with appropriate governance structures in place that wishes to participate in and contribute to CI, and where CI identifies affiliation as being in line with its strategic interests. Affiliates do not bear the CARE name (but may co-brand and otherwise use the brand only where mutually-agreed in writing with the trademark owner). An Affiliate wishes to remain in this status as an end state (and does not wish to become a Member, although this intent may change over time if of mutual interest). Affiliates may also be former Members or Candidates, if mutually agreed upon. An Affiliation Agreement is signed by CI that lays out expectations by both parties of the relationship, which may include a period of transition to ensure mutual fit and build relationships and capacity as needed. Affiliates are proposed by the CI Supervisory Board and voted in to CI by the Council.

The differentiating factors between member types are outlined in the table below:

	Members	Candidates	Affiliates
<b>Strategic Contribution</b>	✓	✓ <i>Shaped as part of the transition</i>	✓
<b>Alignment on global strategies, frameworks, policies and protocols</b>	✓	✓ <i>Supported to build towards full</i>	<i>Where mutually identified as joint priorities, defined as part of the Affiliation Agreement</i>
<b>Brand</b>	✓	✓ <i>In line with Transition Agreement</i>	<i>No, co-branding possibilities defined in writing</i>
<b>Governance</b>			
<i>Seat on CI Council</i>	✓	✓	✓
<i>Voting rights</i>	✓	<i>Limited voting rights</i>	<i>Limited voting rights</i>
<b>Global Leadership</b>			
<i>National Directors Committee</i>	✓	✓	<i>May be invited for relevant agenda</i>
<i>Core regional and/or global teams</i>	✓	✓	✓ <i>Contributing niche area of expertise</i>
<b>Financial Obligations</b>			
<i>Annual Dues</i>	✓	<i>Annual Dues are waived for Candidates during their transition to Membership.</i>	
<i>Access Fee</i>			✓
<b>Representative in Geographic Location</b>	✓	✓	✓ <i>Negotiated as part of Affiliation Agreement</i>
<b>CI Code Compliance</b>	✓	✓ <i>Supported to build towards full</i>	✓ <i>In line with Affiliation Agreement</i>
<b>Donor Access</b>	✓	✓	✓
<b>Humanitarian Mandate</b>	✓	✓ <i>In line with Transition Agreement</i>	✓ <i>In line with Affiliation Agreement</i>
<b>Advocacy Position Sign-Off</b>	✓	✓	<i>No, except when CARE's name is used by written agreement (co-branding)</i>
<b>Global Impact</b>	✓	✓	✓
<b>Financial Data</b>	✓	✓	✓

## **Obligations**

In their activities, statements, fundraising efforts, and partnerships/associations, all Members and Affiliates must meet the high professional and moral standards of CI, must comply with the obligations of the CI Statutes, as applicable, and agree to uphold the CI Code, and should additionally:

- demonstrate a purpose consistent with the Vision, Mission and Focus of CI and commitment to CARE's values, Programme Principles and Humanitarian Mandate;
- show evidence of a central commitment to gender equality;
- have the capacity to contribute to CI's global impact;
- demonstrate accountability, good governance and leadership in the running of the organisation, activities, public engagement and partnerships/associations;
- have demonstrated positive reputation and positioning;

See *Section IV: Global Approaches* for agreed upon Member Accountability requirements.

Candidates must demonstrate the potential to meet the above obligations in the timeline defined in their transition agreements.

## **Identification, Invitation and Endorsement of Members**

The CI Supervisory Board with the CI Secretariat will seek the views of all parties regarding the identification, invitation and approval of new Members, Candidates and Affiliates in line with the terms of membership and CI's strategic priorities. The Council will have the final authority to accept by vote new entities proposed by the CI Supervisory Board, guided by the best interest of CI. See *Annex I: Protocol on New Members and Affiliates* in *Section I: Chapter 2* for CI's offer, expectations and requirements of its membership, and for the process to establish new members and Affiliates. At times, CI may identify other forms of association as appropriate to achieve its diversification and organisational strengthening priorities. The CI Supervisory Board may propose new forms of association, with the Council having the final authority to endorse.

## **3. Forms of Engagement**

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CI's membership works together to identify and leverage opportunities for influencing and impact in line with CARE's vision, mission, focus and strategies. This includes various forms of presence and engagement around the world, which are established by at least one Member, Candidate or Affiliate who assumes management responsibility on behalf of the confederation. This includes ensuring coordination with the relevant authorities and key stakeholders, compliance with legal requirements and accountability for CARE's role in that context. See *Section III: Chapter 1: Forms of Presence and Engagement*.

## **Annex I: Protocol on New Members and Affiliates**

**Purpose: This protocol, referenced in Article 5 of the Statutes Association CARE International, explains CI's approach to welcoming and endorsing candidates for membership or organisations interested in affiliating with CARE International.**

### **CI's Aspirations and Value Proposition**

Deepening and expanding the diversity of CARE's global organisation is critical to its aspirations for legitimacy, relevance and impact in the future (see *Strategic Approaches to Diversifying CARE International in CI Code Section IV: Global Approaches*). Evolving into a more diverse membership and further strengthening our ability to collaborate deeply with diverse allies will position CARE to multiply impact and increase influence globally and locally. To advance these aspirations, CI has defined what we seek in our membership, what we can offer to others (our value proposition) and what we would welcome from them (see *Annex A: CI's Membership Aspirations, Value Proposition and Requirements*).

CI's overall aspirations guide the below approach to welcoming organisations who are candidates for membership and/or affiliation (see *Annex B for a Process Flow Graphic*). At times, CI may determine that other forms of association are more relevant, and CI's membership model will continue to evolve in order to strategically adapt to needs, opportunities and context.

### **Identifying and Encouraging Organisations to consider Potential Membership or Affiliation**

CI's strategic approach to diversification was proposed by the CI Supervisory Board and decided by the Council. This approach is being implemented by the CI Secretariat in cooperation with the National Directors' Committee (under the authority of the CI Supervisory Board). The CI Secretariat is working with the membership to proactively explore and cultivate a pool of candidates with potential to become Members or Affiliates. These organisations may be identified directly by a Member or put forward by the CI Secretariat in coordination with Strategic Leadership Teams. They may emerge from several sources:

1. CI Presence Reviews that indicate an opportunity to transform into an independent, self-governed local entity;
2. A relationship with a partner organisation that a Member identifies as having potential for membership or affiliation;
3. A specific geography of interest or program area, in which CI decides to seek potential candidates, often sponsored by a specific Member; and/or
4. An existing organisation approaching CI and indicating interest.

When a candidate from these (or other) sources clearly emerges, the process of consultation and mutual assessment begins. At all stages in the process, the Secretariat acts in consultation with and under the direction of the CI Supervisory Board and the CI Supervisory Board keeps Council members informed.

### **Mutual Assessment Process**

CARE International is committed to a process by which both CI and organisations interested in exploring membership or affiliation both clearly understand, co-define and shape together the value that each party can offer each other as well as the obligations and accountabilities required. To initiate the assessment process, the relevant Member contacts the CI Secretariat Governance and

Organisational Development team for an initial discussion to define the process moving forward, as per the below.

**Preliminary exploration** | The CI Secretariat with Strategic Leadership Teams, in coordination with the relevant Member or Affiliate, will engage in a preliminary discussion about the status of the entity, potential interest in membership or affiliation with CI, perceived mutual value of such a relationship, and the associated rights and obligations outlined in the CI Code. Based on this discussion, next steps will be defined in a way that best suits CARE and the organisation. In general, for each opportunity, the following perspectives will be explored:

- The CI perspective: What capacity, value-add and experience would the organisation potentially bring? What is currently in place, and what would need to be invested in? What form of relationship would make most sense?
- The interested organisation's perspective: What would they gain and how would they benefit from being part of CI? What would be required of them from CI?

If the pre-screening discussions establish mutual value-added to both CI and the candidate, the NDC will be consulted and asked to endorse proceeding with a detailed assessment. If needed and available resources from the Membership Development Fund may be drawn on to advance the assessment process.

**Detailed assessment** | The assessment process varies depending on whether the organisation is an existing CARE country programme or an independent organisation.

- For country programmes transitioning to become local entities: The CI Secretariat, in coordination with the managing Member and other interested Members, will facilitate a business planning process. This results in a canvas of the value proposition, set-up and supporting financial model for the future entity as well as a specific transition plan and articulation of the investment required.
- For independent organisations: The CI Secretariat, along with the identifying Member(s), will facilitate a mutual assessment and exchange process tailored to each individual organisation, resulting in a proposal of mutual benefits and expectations, due diligence of the organisations, and a proposed approach to building relationships over an identified period of time.

The CI Secretariat and identifying Member(s) will report findings from the detailed assessment to the NDC for discussion and input, including what type of accompaniment and investment would be required from the membership for an effective transition.

### **Endorsing Organisations for Candidates Transitioning to Membership or Affiliation**

Based on input from the NDC, organisations recommended to become candidates transitioning to membership or affiliation will be presented by the CI Secretariat to the CI Supervisory Board with the perspectives of the members/NDC incorporated. The CI Supervisory Board will review findings from the detailed assessment, input from the NDC, endorsement of individual Members (where relevant), and levels of organisational investment required. Based on this review, the CI Supervisory Board will put forward proposed Candidates and Affiliates to the Council for approval.

### **Supporting and Monitoring Transition**

**Candidates:** If endorsed, the CI Secretariat will work with the candidate to define a Transition Agreement with a specific and feasible timeline. The transition process will be supported by the CI Secretariat and the sponsoring Member - including if a current/former CARE country office, directly



supported by the managing Member. Support provided is defined in the terms of the Transition Agreement and may include organisational development funds from the Membership Development Fund. The CI Secretariat in coordination with Strategic Leadership Teams provides technical expertise and support on good governance, facilitates and brokers relationships with other parts of CI, identifies opportunities for direct accompaniment by the membership, and supports with the transfer of learning.

Progress on transitions are monitored by the CI Secretariat and OD&A Strategic Leadership Team and reported to the CI Supervisory Board twice a year, who will regularly inform the Council.

**Affiliates:** For organisations specifically interested in Affiliation, CI will work with the organisation to develop a process of initial engagement and relationship forming that is of mutual interest to both the Affiliate and CARE International and laid out in an Affiliation Agreement.

### **Terminating Agreements**

Where there is a breach of the terms of an Agreement, the CI Secretariat will recommend to the Supervisory Board either that additional support be provided over a specified period of time or that the agreement be responsibly terminated. If the Supervisory Board determines to recommend to the Council that the Agreement be terminated, the Council in its discretion may:

- In the case of what the Supervisory Board considers to be a serious breach of the Agreement or serious misconduct, terminate the Agreement by written notice to a Candidate or Affiliate with either immediate effect or upon such period of time as the Council determines; or
- Where the Agreement contains provisions for termination in the relevant circumstances, terminate the Agreement in accordance with those provisions; or
- On 24 months written notice to the Candidate or Affiliate, terminate the Agreement.

The termination of the Agreement does not imply the contributions that the relevant Candidate or Affiliate may still owe the Association, but it automatically entails the loss of all rights of the Candidate or Affiliate, without prejudice to any contractual rights between the Association and the Candidate or Affiliate.)

Should the organisation determine, at any point in the transition process, that becoming a Member or Affiliate is not in its best interest, it may also decide to terminate the Transition Agreement or Affiliation Agreement in writing, 6 months prior to the end of CI's fiscal year. Termination of any license agreement for the CARE brand may be separate from the termination process outlined here.

### **Welcoming New Members and Affiliates**

At any point (within the timeline established by the Transition Agreement), an organisation may evidence readiness to become a Member or Affiliate based on agreed standards, benchmarks and other requirements. At this point, the CI Secretariat (in coordination with relevant stakeholders) will facilitate a readiness assessment to ascertain whether the Candidate is able to fulfil the responsibilities of membership and affiliation reflected in the CI Code. The CI Supervisory Board will review the findings of the readiness assessment and put forward a recommendation for endorsement to the Council.

The CI Council has final authority to accept by vote new Members and Affiliates. In making such a decision, the Council will be guided by the overarching consideration of whether or not accepting the new Member or Affiliate is in the best interest of CI and the satisfaction of and ongoing ability to uphold the standards and requirements applicable to their participation role.

**Annex A: CI’s Membership Aspirations, Value Proposition and Requirements**

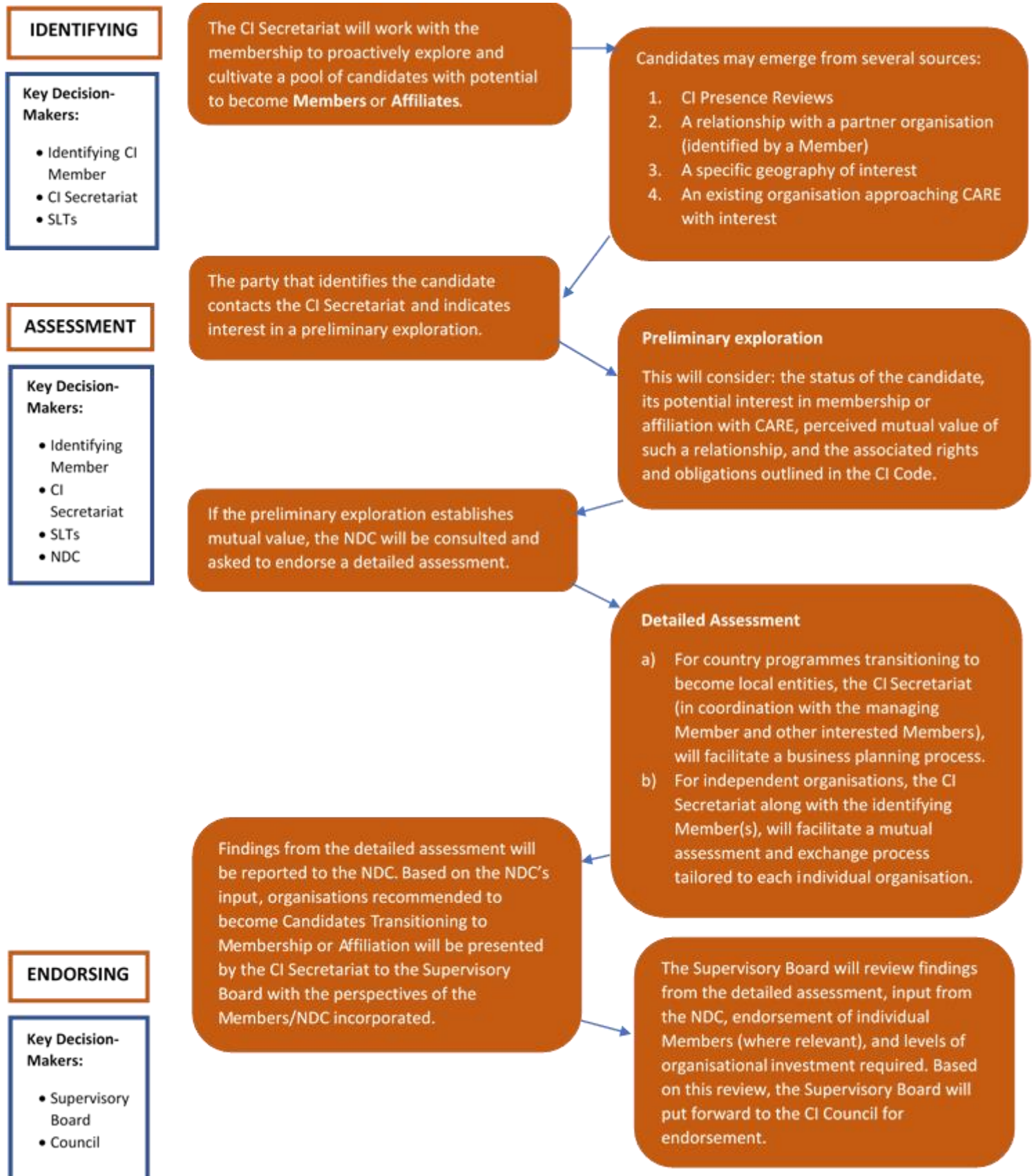
One of CARE International’s core aspirations in being a more legitimate, relevant and impactful actor for the future is to deepen and expand the diversity of our global network. Developing a membership model that is diverse, reflects the multipolar nature of our operations and balances power is a key part of this. We must ensure our core commitments (vision, mission, focus on women and girls, programming principles and humanitarian mandate) are strengthened by this redefined membership model, while also positioning CI to attract and enable a diverse, dynamic set of members and allies to multiply impact and increase influence globally and locally.

To advance these aspirations, CI is defining what we seek in our membership and affiliation, what we offer to others (our value proposition) and what we require of them:

<p><b>CARE Seeks To:</b></p> <ul style="list-style-type: none"> <li>▪ Grow CARE’s impact, influence and advocacy</li> <li>▪ Bring in needed expertise to deepen or expand on priority areas of focus</li> <li>▪ Build greater credibility/legitimacy globally with a multipolar presence</li> <li>▪ Bring a greater diversity of perspectives that more accurately represent our global set-up to influence organisational direction</li> <li>▪ Help CARE access new types of donors, funding and investment</li> <li>▪ Increase CARE’s efficacy and legitimacy to address common multi-country issues and better engage with regional and continental dynamics and bodies</li> <li>▪ Deeper understanding of the complex and shifting dynamics of poverty and inequality</li> <li>▪ Secure the space for CARE to act and have a strong presence in countries vital to its ability to leverage impact at scale</li> <li>▪ Strengthen CARE’s ability to influence national governments and lead national advocacy</li> </ul>	<p><b>CARE Offers:</b></p> <ul style="list-style-type: none"> <li>▪ Credibility/reputational positioning with links to CARE’s global brand, reputation and history</li> <li>▪ Connections with a global platform in more than 90 countries to take ideas/expertise to scale</li> <li>▪ Global best practice on key program areas and access to expertise and knowledge</li> <li>▪ Opportunity to be a strategic partner for relevant fundraising opportunities, with access to a global base of donors</li> <li>▪ Opportunity to influence the direction and strategy of one of the largest international development organisations</li> <li>▪ Links to value chains in the Global North and opportunity to influence root causes</li> <li>▪ Solidarity and collective strength for advocacy (including access to regional and global forums)</li> <li>▪ Institutional strengthening and peer learning in core functions like fundraising, program development, governance structures and practices and compliance systems</li> </ul>
<p><b>CARE Requires:</b></p> <ul style="list-style-type: none"> <li>▪ Purpose consistent with the Vision, Mission and Focus of CI and commitment to CARE’s Core Values, Programme Principles and Humanitarian Mandate</li> <li>▪ Commitment to gender equality</li> <li>▪ Capacity to contribute to CARE’s global impact</li> <li>▪ Demonstrated accountability, good governance and leadership in the running of the organisation, activities, public engagement and partnerships/associations</li> <li>▪ Demonstrated positive reputation and positioning</li> <li>▪ Commitment to contribute to the overall workings of the confederation, including paying dues at the agreed upon level to advance joint priorities, participating in global governance and/or leadership teams as relevant</li> <li>▪ Demonstrated understanding of CARE’s humanitarian mandate and appropriate emergency preparedness in place</li> <li>▪ Commitment to abide by the CI Statutes, relevant Internal Agreements and policies critical to CARE’s accountability &amp; identity</li> <li>▪ Willingness to submit necessary data and information to CARE into agreed upon systems by agreed upon deadlines, and to publicly share information on organisational performance and health</li> <li>▪ Demonstrated financial viability and due and proper responsibility in all financial matters;</li> <li>▪ Independence of any political, religious, or other affiliation inconsistent with CI’s vision, mission and focus</li> <li>▪ Compliance with the legal requirements of the applicable jurisdiction</li> </ul>	

This will continue to evolve and be shaped as we go, informed by the perspectives of those interested in being a part of CI in some form.

## Annex B: Process Flow Graphic



## SUPPORTING AND MONITORING TRANSITION

### Key Decision-Makers:

- OD&A SLT
- Identifying Member

**Candidates-** If endorsed, the CI Secretariat will work with the Candidate to define a Transition Agreement with a specific and feasible timeline. The transition process will be supported by the CI Secretariat and the sponsoring Member.

**Affiliates-** For organisations specifically interested in affiliation, CI will work with the organisation to develop a process of initial engagement and relationship forming that is of mutual interest to both the Affiliate and CARE International and laid out in an Affiliation Agreement.

Progress on transitions are monitored by the CI Secretariat and OD&A SLT and reported to the Supervisory Board twice a year, who will regularly inform the CI Council.

## TERMINATION

### Key Decision-Makers:

- Supervisory Board
- Council

Where there is a breach of the terms of an Agreement, the CI Secretariat will recommend to the Supervisory Board either that additional support be provided over a specified period of time or that the agreement be responsibly terminated.

Should the candidate determine, at any point in the transition process, that becoming a Member or Affiliate is not in its best interest, it may also decide to terminate the Transition Agreement or Affiliation Agreement.

If the Supervisory Board determines to recommend to the CI Council that the Agreement be terminated, the Council in its discretion may:

- In the case of what the Supervisory Board considers to be a serious breach of the Agreement or serious misconduct, terminate the Agreement by written notice to a Candidate or Affiliate with either immediate effect or upon such period of time as the Council determines; or
- Where the Agreement contains provisions for termination in the relevant circumstances, terminate the Agreement in accordance with those provisions; or
- On 24 months written notice to the Candidate or Affiliate, terminate the Agreement.

## WELCOMING

### Key Decision-Makers:

- Supervisory Board
- Council

At any point within the timeline established by the Transition Agreement, an organisation may indicate readiness to become a Member or Affiliate. At this point, the CI Secretariat (in coordination with relevant stakeholders) will facilitate a readiness assessment to ascertain whether the candidate is fully capable of fulfilling the responsibilities of membership or affiliation reflected in the CI Code. The Supervisory Board will review the findings of the readiness assessment and put forward a recommendation for endorsement to the CI Council.

The CI Council has final authority to accept by vote new Members and Affiliates. In making such a decision, the Council will be guided by the overarching consideration of whether or not accepting the new Member or Affiliate is in the best interest of CI and the satisfaction of and ongoing ability to uphold standards and requirements applicable to their participation role.



## SECTION II: GOVERNANCE & LEADERSHIP

### Chapter 1: CI Governance and Leadership Overview

#### 1. Overview of CI Governance and Leadership

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CI is governed by a representative Council, made up of delegates from its membership as well as other contributing participants as determined strategic by the organization, and by a CI Supervisory Board which acts independently from member interests and oversees the performance of the Secretary General and, through him/her, the CI Secretariat.

CARE International (CI) is registered in both Switzerland and in Belgium as an Association and regulated by respective Statutes in each country. The Statutes found in *Section II: Chapter 2* provide the legal framework for the confederation.

#### 2. Decision-Making and Leadership Bodies

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The **Council** is the Association's supreme authority and the supreme authority of CI. It has important specific responsibilities on behalf of the members of the confederation, and is a forum for the diverse, global membership of CI. The Council is supported by a standing committee called the **Governance and Nominations Committee (GNC)** primarily responsible for overseeing governance principles, structures, processes and regulations including the Statutes.

The **Supervisory Board (SB)** is responsible for strategic, operational, legal and financial oversight of CI. It is a delegated body of, and accountable to, the Council. SB members are independent and expected to act in the interest of CI and its programme participants around the world, as well as on behalf of the CI confederation. They are not elected and shall not act as representatives of specific members. On all finance, audit and risk matters, the SB is supported by a standing committee called the **Finance, Audit and Risk Committee (FAR)**.

The **National Directors Committee (NDC)** is the global leadership team made up of the Secretary General (SG), Deputy Secretary-General (DSG) and CEOs/National Directors of each Member and Candidate. Affiliates may be invited to participate on relevant topics. The NDC convenes regularly to make joint management decisions and ensure effective coordination amongst members. The NDC advises the Secretary General and supports him/her in leading CI's efforts to reach its strategic goals in a cohesive manner, bringing in national perspectives but maintaining the perspective of CI as a whole. The NDC works with the Secretary General to implement the decisions of the CI Supervisory Board and informs, advises and directs CI-wide strategy, operations and programs.

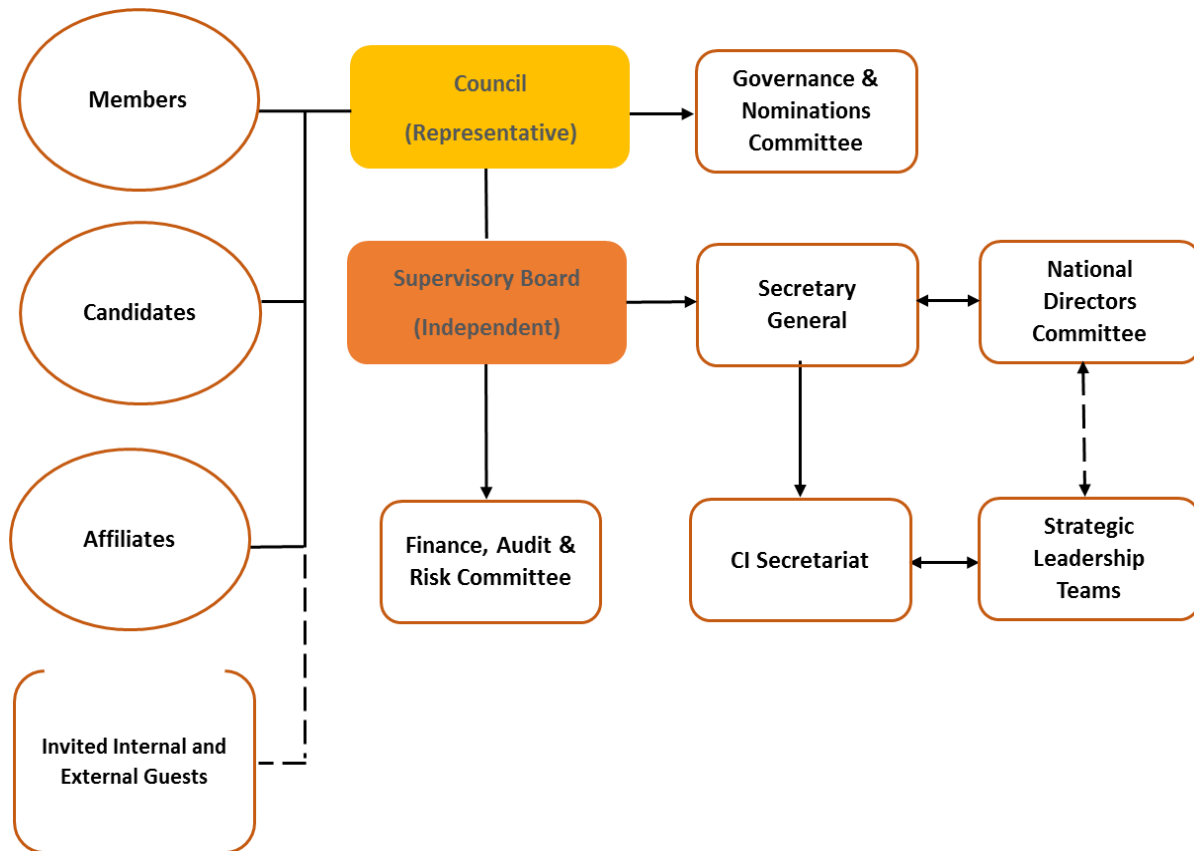
CI's membership has established a **CI Secretariat** to act as a body supporting the advancement of CARE's joint global interests. It is overseen by the CI Supervisory Board and funded by the membership to convene global governance and leadership teams, define and advance shared strategic priorities as tasked by the membership, ensure accountability and coordinate the contributions of all parts of CI for joined up influencing, investment and impact.

Periodically, Members identify collective groups and structures to advance agreed priorities. Currently, several global **Strategic Leadership Teams (SLTs)** have been established to provide thought leadership, analysis and accelerated action on shared priorities. CARE staff come together in Working

Groups and task forces as needed. SLTs act as a central point for advancing core priorities and for Working Groups and any other staff group seeking an avenue for surfacing concerns/ideas.

See [Figure 1](#) below for a diagram of the key global governance and leadership bodies and their relationships to each other. Further details on each body can be found in *Section II: Chapter 3*.

**Figure 1: Key Global Governance and Leadership bodies**



### 3. Mediation and Conflict Resolution

CI's global approaches and internal agreements depend on a spirit of positive and equitable collaboration. CARE is also a large, diverse organisation, with a diversity of perspectives and opinions that enrich our work. Fostering a culture of open, honest communication and trust encourages these differences to be shared and debated. However, as with any relationships, at times a point of conflict may be reached where it cannot be resolved directly between the involved parties. It is therefore important to have clear mechanisms for mediating and resolving conflict between different parties in CI.

The following steps are taken to resolve a dispute:

- 1) **Let's Try to Sort Things Out First.** In the event of any dispute or controversy related to these agreements, the involved parties shall first use their best efforts to resolve it in good faith amongst themselves. This includes escalating the dispute to the National Directors/CEOs of the involved parties if it cannot be resolved by the involved staff.
- 2) **Bring in the Secretariat to Mediate.** If after a reasonable period of time a resolution cannot be found, either party to a dispute may bring the issue to the CI Secretariat for mediation, which may appoint a small dispute committee of representative Members relevant to the topic. Members will support the Secretary General's mediation. However, to finally determine

and facilitate a resolution, the Secretary General will, when necessary, turn to the Chair of the CI Supervisory Board.

- 3) **Arbitrate.** If the disputing parties are still unable to resolve a dispute, either party may submit a dispute to binding arbitration pursuant to the Rules of Arbitration of the International Chamber of Commerce following any then applicable expedited rules and practices. An arbitrator may decide a dispute solely on the basis of written submissions and documents, unless any party to a dispute requests an oral hearing or the Arbitrator decides a hearing is necessary.

The disputing parties will continue to perform their respective obligations under these agreements pending a resolution of any dispute. Nothing in these conflict resolution provisions will prevent any Member from bringing appropriate legal action, without mediation, to enforce a specific claim against another Member. The above mediation and conflict resolution provisions do not apply to any dispute relating to the CARE brand and trademark. CI will ensure that disputes that are repeated and may have a financial impact on other members be shared transparently to ensure full respect of these agreements. CI may appoint an ombudsperson to help manage, monitor and provide transparency around disputes on behalf of CI.

#### **4. Code Compliance**

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The CI Code applies to all parts of CARE International. Members and any offices that they are responsible for managing, are accountable for upholding the obligations, principles and agreements described herein. Affiliates are bound by Section I and Section II as well as key elements of Section III and Section IV as determined in their specific Affiliation Agreements. Candidates are responsible for working towards meeting the obligations, principles and agreements of the CI Code in the timeline defined in their Transition Agreements. Accountability to the Code and core global policies are regularly monitored as part of agreed upon Member Accountability. The CI Supervisory Board reviews the levels of compliance and disputes and will highlight any patterns or recurring issues. Sanctions may be proposed by the CI Supervisory Board for the Council's endorsement.

## Chapter 2: Statutes



**SWISS STATUTES**

**ASSOCIATION CARE INTERNATIONAL**

**(Last updated September 2017)**

**The present Statutes are compiled in English and French and may be translated in other languages.  
In case of variations between versions, the French version prevails**



## **1. Swiss Statutes**

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### **TITLE I: NAME, LOCATION, DURATION AND PURPOSE**

#### **Article 1 - Name, Seat and Term**

Association CARE International is an Association (“the Association”) in accordance with articles 60 *et seq.* of the Swiss Civil Code (CC).

The registered address of the Association is in Vernier, Canton of Geneva, Switzerland.  
The Association is established for an indefinite term.

#### **Article 2 - Purpose**

The Association is a philanthropic, non-governmental, non-commercial and non-profit organisation established for the purpose of saving lives, defeating poverty, achieving social justice, providing emergency relief and contributing to sustainable environmental, social and economic development. The Association shall remain independent of any political, religious or other affiliation.

#### **Article 3 – Structure**

The Association is the legal framework for CARE International (“CI”) sharing a common vision and mission and thus creates the CARE International confederation (“CI”). CI is a confederation of Members, Candidates transitioning to Membership (“Candidates”) and Affiliates, who are by definition part of CI and of the Association, regulated by these Statutes.

The Association pursues, coordinates, complements, expands and promotes, in every possible way and throughout the world, the work of all CARE and affiliated organisations that pursue the same objectives as CI.

Nothing in these Statutes shall be taken to imply that the Association will act, or be seen to act, as if occupying a controlling position in respect to its Members, Candidates or Affiliates.

### **TITLE II: MEMBERSHIP**

#### **Article 4 – Constituting Categories**

The Partners of the Association are:

- the Members;
- the Candidates
- the Affiliates;

## **Article 5 – Membership**

Membership with CI may be granted to an organisation established in accordance with the legal requirements of the applicable jurisdiction and whose Membership in CI is determined by the Council to be in the best interest of CI (a “Member”).

A Candidate is an entity committed to becoming a CI Member within a mutually agreed period of time and meeting CARE’s requirements as part of the transition process outlined through a signed agreement with CI. Organisations are proposed by the Supervisory Board and endorsed by the CI Council for transition (a “Candidate”).

The Supervisory Board will propose to the Council approaches to new potential Members and Affiliates on the basis of the process outlined in the Protocol on New Members and Affiliates.

## **Article 6 – Affiliation**

Affiliation with CI may be granted to an interested organisation established in accordance with the legal requirements of the applicable jurisdiction and whose affiliation with CI is determined by the Council to be in the best interest of CI (an “Affiliate”). An Affiliate wishes to remain in this status as an end state (and does not wish to become a CI Member). Any Affiliate may at any time request to be considered for membership in CI.

The Supervisory Board will propose to the Council approaches to new potential Affiliates on the basis of the process outlined in the Protocol on New Members and Affiliates.

## **Article 7 – Obligations**

In their activities, statements, fundraising efforts, and partnerships/associations, all Members, and Affiliates must meet except, in respect of Affiliates, as specifically otherwise provided in their Affiliation Agreements, the high professional and moral standards of CI, must comply with the requirements of these Statutes and the Code of CARE International (CI Code), and should specifically:

- show commitment to the overall workings of the confederation, including paying dues at the agreed upon level to advance joint priorities, participating in global governance and/or leadership teams as relevant;
- commit to agreed-upon policies critical to CARE’s accountability;
- be willing to submit necessary data and information to CARE into agreed upon systems by agreed upon deadlines, and to publicly share information on organisational performance and health;
- ensure that their funds are applied only for the purposes stated in Article 2 above and that their fundraising literature is accurate. Funds will be raised consistently with CI guidelines;
- demonstrate compliance with the legal requirements of the applicable jurisdiction;
- exercise due and proper responsibility in all financial matters;
- disclose promptly to CI any difficulties that they experience that may substantially impinge upon their viability, work, or reputation, or any matter whatsoever that may adversely affect CI or any other Members;

- protect the CARE brand; and
- honour their agreed contractual, financial or other obligations with CI.

Candidates must demonstrate the potential to meet the above obligations in the timeline defined in their Transition Agreements.

## **Article 8 – Rights**

### **i. Members:**

- a. Members shall have the right to be represented and participate at CI Council meetings.
- b. Members shall have the right to participate in the National Directors Committee (NDC);
- c. Members shall have the right to use the CARE brand subject to a license agreement from the brand owner.
- d. Members shall have the right to access donors directly in line with CARE’s agreements
- e. Members shall have the right to use Secretariat services relevant for achieving the Member’s mission and advancing CI’s impact.

### **ii. Candidates:**

- a. Candidates shall have the right to be represented and participate at CI Council meetings, in accordance with the requirements of the CI Code, but with a limited right to vote (ref Art. 16).
- b. Candidates shall have the right to participate in the National Directors Committee (NDC);
- c. Candidates shall have the right to use the CARE brand, subject to a license agreement from the brand owner, in line with the Transition Agreement;
- d. Candidates shall have the right to access donors directly in line with CARE’s agreements;
- e. Candidates shall have the right to use Secretariat services relevant for achieving the Candidate’s mission and advancing CI’s impact

### **iii. Affiliates:**

- a. Affiliates shall have the right to be represented and participate at CI Council meetings, in accordance with the requirements of the CI Code, but with a limited right to vote (ref Art. 16).
- b. Affiliates shall have the right to co-brand where mutually beneficial, subject to a license agreement from the brand owner, in line with their affiliation agreement;
- c. Affiliates shall have the rights to access donors in line with CARE’s agreements;
- d. Affiliates shall have the right to use Secretariat services relevant for achieving the Affiliate’s mission and advancing CI’s impact, in line with their affiliation agreement.

## **Article 9 – Election**

Members, Candidates and Affiliates will be elected by the Council, following recommendations from the Supervisory Board. The Council will have the final authority to accept by vote new entities proposed by the Supervisory Board, guided by the best interest of CI.

## **Article 10 – Termination**

### **i. Members:**

- a. A Member may terminate its Membership with CI, in writing, 6 months prior to the end of CI's fiscal year.
- b. The Council may, upon 24 months' written notice to a Member, terminate a Member's Membership with CI. Notwithstanding the foregoing, a Member's usage of the CARE name and logo may be terminated by CARE USA pursuant to the terms and conditions of its license agreement with CARE USA.
- c. The termination of Membership does not modify the contributions that the former Member may still owe the Association, but it implies automatically the loss of any and all rights of the former Member, without prejudice to any contractual rights between the Association and the former Member.

### **ii. Candidates:**

- a. The parties may mutually agree in writing to terminate the Transition Agreement for any reason, in line with the terms set out in the Transition Agreement.
- b. The Supervisory Board may propose termination or suspension of the Transition Agreement with CI for the Council's endorsement, upon 6 months' written notice to the Candidate.
- c. Notwithstanding the foregoing, a Candidate's usage of the CARE name and logo may be terminated by CARE USA pursuant to the terms and conditions of its license agreement with CARE USA as part of the Transition Agreement.

### **iii. Affiliates:**

- a. An Affiliate may terminate his/her affiliation with CI, in writing, 6 months prior to the end of CI's fiscal year.
- b. The Council may, upon 12 months' written notice to an Affiliate, terminate an Affiliate's Membership with CI. The Council may set a shorter notice period in its discretion if it determines termination of such Affiliate with CI within such shorter period is in the best interest of CI. Notwithstanding the foregoing, any trademark agreement with an Affiliate may be terminated by CARE USA pursuant to the terms and conditions of any license agreement with CARE USA.
- c. The termination of affiliation does not modify the commitments that the former Affiliate owes the Association, but it implies automatically the loss of any and all rights of the former Affiliate, without prejudice to any contractual rights between the Association and the former Affiliate.

## **Article 11 – Sanctions**

The Council will evaluate and enforce the compliance of each Member, Candidate or Affiliate with the respective obligations outlined in these Statutes and the CI Code and may sanction a Member, Candidate or Affiliate for any violation of their respective obligations. Sanctions may range from temporary suspension of voting rights to imposed termination of Membership or affiliation at the discretion of the Council.

### **TITLE III: RESOURCES**

#### **Article 12 – Resources**

The Association shall be financed by:

- assessed or voluntary contributions from or through the Members and Affiliates, and
- contributions from other sources, including contributions in countries without a CARE organisation, with the formal acceptance by any Member, Candidate or Affiliates geographically associated with the donor. Such contributions may comprise:
  - o Private donations from individuals, foundations, associations and corporates;
  - o Grants from local or national public authorities;
  - o Subsidies from inter-state and international governmental organizations; and
  - o In general, any other resources authorized by law.

The Financial year starts on 1<sup>st</sup> July and ends on 30<sup>th</sup> June.

### **TITLE IV: ORGANS OF CARE INTERNATIONAL**

#### **THE COUNCIL**

The Council is the Association's supreme authority and the supreme authority of CI.

#### **Article 13 – Composition of the Council**

The Council is composed of:

- i. One Delegate and one Alternate Delegate appointed by each Member and Candidate, and one Delegate by each Affiliate.
- ii. The Chair of the Council, who is also the Chair of the Supervisory Board, as a non-voting member of the Council.
- iii. The Secretary General of CI as a non-voting member of the Council.

#### **Article 14 – Delegates and Alternate Delegates**

Each Member has one vote, subject to specific voting rules in these Statutes, which shall be cast by the Delegate as described herein. Each Alternate Delegate may attend Council meetings. While it is up to the CI Members and Candidates to determine their representation, as a general rule the Delegate will be a member of a national board, normally the Chair, and the Alternate Delegate will normally be the National Director. Delegates and Alternate Delegates have no defined terms of office or term limits.

Each Candidate and Affiliate has one vote, except as set out in Article 11 and 16 of these Statutes.

#### **Article 15 – Duties and Responsibilities of the Council**

The Council is the highest authority of CI. It has important specific responsibilities on behalf of the Members of the CI confederation, and is a forum for the diverse, world-wide Membership of CI.

The Council shall:

- i. Grant and terminate Membership in CI to Members,
- ii. Grant and terminate Candidate status,
- iii. Grant and terminate Affiliate status,
- iv. Approve and amend CI's Statutes, including changes to the governance structure.
- v. Approve CI's overall Vision, Mission, Strategy/Strategic Plan, and high-level policies.
- vi. Approve the CI budget with the required double super majority vote.<sup>3</sup>
- vii. Approve the funding mechanism for Member and Affiliates contributions to CI and its priorities, with the required double super majority vote.<sup>4</sup>
- viii. Elect new Members, Candidates and Affiliates, upon recommendation by the Supervisory Board
- ix. Elect the Members of the Supervisory Board for three-year terms.
- x. Appoint the Chair of the Supervisory Board in accordance with the provisions of Article 19.
- xi. Elect a Vice-Chair out of its Members on proposal from the Governance & Nominations Committee.
- xii. Maintain the right to dissolve the Supervisory Board.
- xiii. Dismiss, after consultation with or recommendation of the Supervisory Board, a Supervisory Board Member.
- xiv. Impose sanctions on any Member, Candidate or Affiliate found to be in breach of CARE's standards, rules and regulations or violations of its agreements.
- xv. Assess its own performance and take appropriate measures to improve it.
- xvi. Appoint the Treasurer upon recommendation from the Supervisory Board.
- xvii. Appoint up to six Members of the Governance & Nominations Committee.
- xviii. The Council decides on its own rules of procedure including voting.
- xix. Exercise such other powers as are required by law.

#### **Article 16 – Procedures of the Council**

- ii. Convening:

The Chair of the Council will convene the Council at least once a year.

Pursuant to Article 64 al 3 of the Swiss Civil Code, the Council must be convened if one-fifth of the Members so request.

The convening notice, the agenda and the documents relating to the Council must be sent out at least fifteen days before the date of the Council meeting.

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<sup>3</sup> For procedure, ref. to Art. 16.

<sup>4</sup> For procedure, ref. to Art. 16.

iii. Voting:

Voting shall be by simple majority of Council Members present and voting, except for core matters listed below, for which a two thirds (2/3) majority will be required. Candidates and Affiliates are not entitled to vote on the matters stated below.

- a. Changes to the CI Code, the Statutes and CI's overall Vision and Mission.
- b. Dismissal of the Supervisory Board.
- c. Dissolution of the Association.
- d. Admission and removal of a Member, Candidate or Affiliate.
- e. Approval of the budget.
- f. Approval of the funding mechanism for Member and Affiliate contributions to CI and its priorities.

A double super majority is a vote, where two thirds (2/3) of the Members voting, and Members representing two thirds (2/3) of the contributions to CI, cast a positive vote. Any change to the double super majority voting requirements or their application requires a double super majority vote of the Council.

The Council can have recourse to a correspondence vote.

Pursuant to article 68 of the Swiss Civil Code, each Member is by law excluded from voting on resolutions related to matters or disputes in which the Member, his or her spouse or a lineal relative are implicated as parties.

Rules and regulations (or rules of procedure) of the Council, and its Committees, will be established separately by the Council.

#### **Article 17 – Committees**

A Governance & Nominations (GNC) Committee operates as a standing committee directly under the authority of the Council. The Governance & Nominations Committee is composed of up to six (6) Members, appointed by the Council for a three year term.

The Council can establish other committees.

#### **Article 18 – Auditors**

Pursuant to applicable law, professionally qualified external auditors shall examine the accounting and annual accounts of the Association and issue a written opinion that they conform to the law and the Statutes of the Association, noting deficiencies where appropriate. The external auditors shall present to the Supervisory Board a written report, at least annually, on the result of their audit, which must be signed by an appropriately qualified certified accountant. The external auditors shall recommend approval for the report, with or without reservations. The Supervisory Board shall share audit reports with the Council.

The Council shall appoint the auditors for a fixed period, which may be renewed.

## **THE SUPERVISORY BOARD**

The Supervisory Board is responsible for strategic, operational, legal and financial oversight of CI. It is a delegated body of, and accountable to, the Council.

The Supervisory Board Members are expected to act in the interest of CI and its programme participants around the world, as well as on behalf of the CI confederation. They are not elected and shall not act as representatives of specific Members.

The Supervisory Board shall meet at a frequency it deems necessary to perform its responsibilities with a minimum of three times per year. Some meetings may be held by teleconference.

### **Article 19 – Composition of the Supervisory Board**

- i. The Supervisory Board shall have three (3) to twelve (12) voting Members. The Board should be balanced as for gender, geographical distribution and diversity of skills.
- ii. Any Member of CI that contributes more than 33% to the costs of CI is entitled to nominate a candidate for a seat on the Supervisory Board.
- iii. The term of office of each Member of the Supervisory Board will be three years, renewable once.
- iv. Whenever a Supervisory Board Member leaves the Supervisory Board for reasons of end of term or other reasons, the Chair of the Supervisory Board will consult with the Governance & Nominations Committee and propose or ask for rapid replacement.
- v. The Secretary General participates in meetings of the Supervisory Board at the Supervisory Board's discretion.
- vi. The Members of the Supervisory Board will not receive any remuneration. They may be reimbursed for reasonable expenses incurred. With the exception of the Secretary General, Members of the Supervisory Board cannot be employed by CI or by any CARE entity.

### **Article 20 – Role and Responsibilities of the Supervisory Board**

The management of the Association shall be supervised by the Supervisory Board, which is responsible for strategic, operational, legal and financial oversight of the Association. The Supervisory Board is a delegated body of, and accountable to the Council.

The Supervisory Board represents the Association with third parties. It may adopt resolutions on all matters which are not reserved to the Council or its committees by the statutes of the Association or by law. The Supervisory Board delegates the leadership and the management of the Association to the Secretary General.

The detailed role and responsibilities, in the case of the Secretary General, are defined by the Supervisory Board and, in the case of the Supervisory Board, are defined by these Statutes, the CI Code,



and internal rules, policies and procedures as agreed or delegated to be put into place by the Supervisory Board.

More specifically, the Supervisory Board also has the following responsibilities:

- i. Provide oversight of organisational planning, including development and implementation of CI strategy.
- ii. Approve standards and monitor performance against standards of CI, including with respect to finances, audit, legal, standards, HR, program operations, ethics and accountability.
- iii. Endorse the budget for approval by the Council with the required double super majority vote.
- iv. Hire/dismiss and oversee the performance of the Secretary General, including providing her/him with on-going support, feedback and guidance.
- v. Approve all matters to be submitted to the Council for approval and task the Secretary General to implement all decisions of the Council.
- vi. Assess its own performance and take appropriate measures to improve it. The Council can request an independent assessment of the Supervisory Board as it deems necessary.
- vii. Appoint committees of the Supervisory Board as appropriate in consultation with the Governance & Nominations Committee. The rationale for each committee is reviewed every two years, and the result presented to the Council.
- viii. A Finance, Audit & Risk Committee will be established as a standing committee of the Supervisory Board, in consultation with the Governance & Nominations Committee.
- ix. Propose one of its Members as the Chair of the Supervisory Board, who will also be the Chair of the Council, for appointment by the Council.
- x. The Chair, who shall serve a maximum of two consecutive three-year terms, reports to the Council after each meeting of the Supervisory Board and at each Council Meeting on the work of the Supervisory Board.
- xi. Elect a Vice-Chair and appoint a Treasurer (who will also be Treasurer of the Council) out of its own Members on proposal from the Governance & Nominations Committee.
- xii. The Supervisory Board decides on its own rules of procedure, including voting, and informs the Council.

### **Article 21 – Representation**

The Association may be committed by the joint signature of two Members of the Supervisory Board. For all matters relating to day-to-day management decisions: joint signatures of either:

- Secretary General and an authorised Officer of the Association or
- Deputy Secretary General and an authorised Officer of the Association are needed.

## **THE SECRETARIAT, THE SECRETARY GENERAL AND THE NATIONAL DIRECTORS**

### **Article 22 – The Secretariat and the Secretary General**

The role of the Secretary General is to lead the Secretariat and the CARE International Association and the advancement of the global strategies and ambitions of CARE International. S/he does so under the authority of the Supervisory Board which in its discretion defines his/her responsibilities or duties.

The role of the Secretariat is to carry out the duties and responsibilities, including the management of the operations of the Association, required by the Supervisory Board.

In carrying out their roles, the Secretary General and the Secretariat are monitored and supervised by the Supervisory Board which in its discretion may add, vary or withdraw any of the duties and responsibilities of the Secretary General and the Secretariat.

### **Article 23 – The National Directors' Committee (NDC)**

The National Directors Committee (NDC) advises the Secretary General and supports him/her in leading CI's efforts to reach its strategic goals in a cohesive manner. The NDC will work with the Secretary General and his/her Executive Management Team around joint management responsibilities, bringing in national perspectives but maintaining the perspective of CI as a whole.

## **TITLE V: REGULATIONS, AMENDMENTS, TEXTS**

### **Article 24 – Regulations**

Regulations should be understood as comprising Statutes, fundamental texts as listed in Article 25, Rules of Procedure and other texts. The CI Code is a core guiding document that defines who CARE is, what binds its membership and how different parts of CI work together. These documents do not form a juxtaposition of equal legal order but will be cross-referenced and their relation to other texts indicated.

- i. Statutes are adopted and may be altered by the Council with a two-thirds (2/3) majority. The relevant Swiss authorities must be notified of any changes.
- ii. Changes to Sections I and II of the CI Code related to CARE's Identity, CI Confederation, and Governance and Leadership require a 2/3 majority endorsement by the CI Council.
- iii. The Council or the Supervisory Board may draft and adopt rules of procedure with respect to each such body, respectively, with a simple majority. The Supervisory Board shall report to the Council about its rules of procedure.
- iv. The Council and Supervisory Board can proceed similarly, when establishing Committees of each such body, respectively, and Committee mandates other than the mandate of the Governance & Nominations Committee.
- v. The Governance & Nominations Committee shall draft its own mandate and submit it, after consultation with the Supervisory Board, to the Council for approval.

- vi. Other texts, in particular those contained in Sections I and II of the CI Code, will be regularly reviewed by the Supervisory Board, which shall report its findings to the Council. The Supervisory Board can propose to the Council to include texts in the CI Code (by reference) and submit them to the required two thirds (2/3) majority vote for CI Code changes.

#### **Article 25 – Reference Texts, Part of the CI Code**

The following fundamental texts are considered part of the CI Code, and can only be changed in accordance with the roles thereof:

- CI Vision and Mission
- CI Programming Principles
- CI Humanitarian Mandate
- Code of Ethics and Code of Conduct

These items are contained in a separate section called 'Overview of CARE International'.

#### **TITLE VI: MISCELLANEOUS**

#### **Article 26 – License of CARE Brand**

The Association and Members shall be licensed by written agreement with the Cooperative for Assistance and Relief Everywhere ("CARE USA") to use in their activities the name, logo and registered trademark "CARE" and any other trademark or service mark expressly referenced and/or owned by CARE USA. Candidates shall be licensed in line with their Transition Agreement. Affiliates may also co-brand where mutually beneficial in line with Affiliation Agreements. Any use of the CARE name or logo shall be governed by the terms and conditions of the appropriate written trademark license agreement with CARE USA.

#### **Article 27 – Accountability & Indemnification**

Financial obligations of the Association will be for the benefit of the Association only. Any personal responsibility/accountability of a Member is excluded. The Association shall indemnify Members of the Council, persons appointed to the Supervisory Board, and Officers of the Association, against expenses incurred in, or as a result of, any legal action they may be party to by reason of their participation in the organization, unless the action arises from illegal acts by such persons.

#### **Article 28 – Registration with the Commercial Register of Geneva**

The Association is registered with the Commercial Register of the place where its Head Office is located. The Supervisory Board will decide on and manage all aspects of the registration and amendments, in particular the powers of attorney.

### **Article 29 – Dissolution**

Should the Association not be in a position to operate any longer, or if circumstances warrant it, the Association will be dissolved as envisaged in articles 76 to 79 of the Swiss Civil Code.

The Council is the only instance that has the power to proceed with the dissolution of the Association. The notice convening the Council meeting must specifically indicate that it concerns the question of dissolution of the Association.

Any proposal to dissolve CI must be specified in the notice of the Council meeting and may then be decided by the vote of a two-thirds (2/3) majority of Council Members.

In case of dissolution, the assets of the Association, if any, shall be distributed to charitable organisations or institutions pursuing an objective in line with the founding principles of the Association and benefiting from tax exemption. In no case, can the assets of the Association be distributed to individuals.

### **Article 30 – Final Provision**

All issues not addressed in these Statutes or the CI Code will be resolved in accordance and in conformity with Articles 60ss of the Swiss Civil Code. (Annexure)

## **2. Belgian Statutes**

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### **Cooperative for Assistance and Relief Everywhere International**

Rue du Trône 12

1000 Bruxelles

Forme juridique : AISBL

Numéro d'identification : 2922/96

### **PROJET : NOUVEAUX STATUTS**

#### **TITRE I : DÉNOMINATION, SIÈGE, DURÉE ET OBJET**

##### **Article 1 - Dénomination, siège et durée**

1. Le nom de l'association « l'Association ») est « Cooperative for Assistance and Relief Everywhere International » en abrégé : « CiB ».
2. Elle est située rue du Trône 12, 1000 Bruxelles, Belgique ou en tout autre endroit de ce pays choisi par décision du comité de surveillance sans modification des statuts, et en conformité avec la loi du 25 octobre 1919, modifiée par les lois des 6 décembre 1954 et 30 juin 2000.
3. CiB est constituée pour une durée indéterminée.

##### **Article 2 - Objet**

1. CiB est une association à but philanthropique, non-gouvernementale, non commerciale et sans but lucratif, établie aux fins de sauver des vies, aider à vaincre la pauvreté et lutter pour la justice sociale, assurer les secours d'urgence et contribuer à un développement durable sur le plan environnemental, social et économique.
2. Dans le cadre de ses activités, l'association soutiendra, participera, assistera et entreprendra des missions, des projets et des programmes en accord avec l'objet des présents statuts et ce en étroite collaboration avec la famille des entités membres de la confédération CARE International.
3. CiB restera indépendante de toute affiliation politique, religieuse ou autre.

##### **Article 3 – Structure**

1. CiB est une association de Membres, d’Affiliés et des Candidats, qui est régie par les présents statuts. CiB est créée dans le but de promouvoir la coopération entre les Membres, Affiliés et Candidats et de les assister dans la poursuite des buts tels que définis à l’Article 2. Elle travaille en étroite collaboration avec la famille des entités membres de la confédération CARE International afin de maximiser leurs contributions individuelles et collectives à la vision et à la mission de CARE International au niveau mondial.
2. Rien dans les présents statuts ne peut être interprété comme impliquant que CiB agira ou sera considérée comme agissant comme si elle occupait une position de contrôle par rapport à ses Membres ou à ses Affiliés.

## **TITRE II: MEMBRES**

### **Article 4 – Catégories constitutives**

1. Les membres de l'Association sont :
  - les Membres effectifs (« Membres »);
  - les Candidats (« Candidats »);
  - les membres Affiliés (« Affiliés »);

### **Article 5 – Membres et Candidats**

1. La qualité de Membre de CiB peut être octroyée à une organisation établie conformément aux exigences légales de la juridiction compétente et dont l'admission comme Membre de CiB est déterminée par le Conseil comme servant au mieux les intérêts de CiB (un "Membre").
2. Un Candidat est une entité qui répond aux exigences de CiB et qui s'est engagé d'un commun accord à devenir Membre de CiB dans le cadre d'un processus de transition et dans une période convenue tels que défini par un accord signé avec CiB. Les organisations sont proposées par le Conseil de surveillance et approuvées par le Conseil de CiB (un «Candidat»).
3. Le Comité de surveillance proposera au Conseil des nouveaux Membres potentiels et/ou Candidats potentiels conformément à la procédure prévue par le protocole pour l'accueil de nouveaux Membres et Affiliés.

### **Article 6 – Affiliés**

1. La qualité d'Affilié de CiB peut être octroyée à une organisation établie conformément aux exigences légales de la juridiction compétente et dont l'admission comme Affiliée de CiB est déterminée par le Conseil comme servant au mieux les intérêts de CiB (un "Affilié"). Un affilié demeurera dans ce statut (et ne souhaite pas devenir membre de CiB) ; bien que la situation pourrait toutefois évoluer. Tout affilié peut à tout moment demander à être considéré pour l'adhésion à CiB.
2. Le Comité de surveillance proposera au Conseil des nouveaux Affiliés conformément à la procédure prévue par le protocole pour l'accueil de nouveaux Membres et Affiliés.

### **Article 7 – Obligations**

Dans leurs activités, leurs déclarations, leurs initiatives de collecte de fonds, et leurs associations/partenariats, tous les Membres et Affiliés sauf, en ce qui concerne les Affiliés, les dispositions contraires expresses prévues dans leurs conventions d'affiliation, doivent respecter les normes professionnelles et morales exigeantes de CiB, se conformer aux exigences des présents statuts et du code de CARE International [Association du droit Suisse] (CI Code), ils doivent se conformer aux prescriptions suivantes :

- i. montrer son engagement envers l'association par, le cas échéant, dûment s'acquitter des cotisations qu'ils doivent à CiB, faire avancer ses priorités, et participer à la gouvernance et / ou des équipes de direction;
- ii. s'engager à respecter le CI Code et les politiques convenues sur la responsabilité de CARE International;

- iii. fournir à CiB, dans des systèmes convenus et dans des délais convenus, toutes les informations nécessaires pour s'assurer systématiquement du respect des normes établies à tout moment par l'Association, et ce pour pouvoir évaluer les prestations et la situation de leur organisation y compris, le cas échéant, de diffuser publiquement l'information concernant la performance de l'organisme.
- iv. ils doivent s'assurer que leurs fonds sont utilisés uniquement aux fins énoncées à l'article 2 ci-dessus et que les informations contenues dans les documents utilisés pour les collectes de fonds sont exactes. Les fonds seront levés conformément aux lignes d'orientation de CI Code.
  - v. montrer la conformité aux exigences réglementaires et légales locales;
  - vi. assumer leurs propres responsabilités dans toutes les questions financières;
  - vii. signaler sans délai à CiB toutes difficultés qu'ils éprouveraient et qui pourraient avoir un impact significatif sur leur viabilité, leur travail ou leur réputation ou qui, de quelque manière que ce soit, pourraient avoir un impact négatif sur CiB et sur tout autre Membre;
- viii. ils sont tenus de protéger la marque CARE.
- ix. ils sont tenus de respecter leurs obligations contractuelles, financières ou autres convenues avec CiB.

Les Candidats doivent démontrer leur potentiel de respecter les obligations ci-dessus dans le délai défini dans leurs accords respectifs de transition.

#### **Article 8 – Droits**

- iv. Membres:
  - f. Les Membres ont le droit d'être représentés et de participer aux réunions du Conseil de CiB.
  - g. Les Membres ont le droit de participer au comité consultatif des Directeurs Nationaux (NDC) et à d'autres comités clés afin d'intégrer CiB d'une façon cohérente dans la politique mondiale de la famille d'associations CARE International.
  - h. Sous réserve d'un accord de licence du propriétaire de la marque, les Membres ont le droit d'utiliser la marque CARE.
  - i. Les membres ont le droit d'accéder directement aux donateurs en conformité avec les règles du Code de CiB et les accords de la famille mondiale d'associations CARE International.
  - j. Les Membres ont le droit d'utiliser les services du Secrétariat qui sont appropriés compte tenu de la mission du Membre et l'efficacité et l'impact de l'intervention sur les activités de CiB.
- v. Candidats:
  - a. Les Candidats ont le droit d'être représentés et de participer aux réunions du Conseil de CiB, mais avec un droit de vote limité (voir Art. 16). Leur participation aux réunions du Conseil est soutenue par un paiement destiné à couvrir les frais de voyage et de séjour.
  - b. Les Candidats ont le droit de participer au comité consultatif des Directeurs Nationaux (NDC) et à d'autres comités clés afin de les intégrer d'une façon cohérente dans la politique mondiale de la famille de l'association CARE International. Leur participation

aux réunions est soutenue par un paiement destiné à couvrir les frais de voyage et de séjour.]

- c. Sous réserve d'un accord de licence du propriétaire de la marque, les Candidats ont le droit d'utiliser la marque CARE en conformité avec leur l'accord de transition;
- d. Les Candidats ont le droit d'accéder directement aux donateurs en conformité avec les règles du Code de CiB et les accords de la famille mondiale d'associations CARE International;
- e. Les Candidats ont le droit d'utiliser les services du Secrétariat qui sont appropriés compte tenu de la mission du Candidat et l'efficacité et l'impact de l'intervention sur les activités de CiB.

vi. Affiliés :

- a. Les Affiliés ont le droit d'être représentés et de participer aux réunions du Conseil de CiB, conformément aux exigences du Code de CiB, mais avec un droit de vote limité (voir Art. 16)
- b. Sous réserve d'un accord de licence du propriétaire de la marque CARE, les Affiliés peuvent bénéficier du co-marquage en respectant les termes et conditions respectifs de leurs accords d'affiliation.
- c. Les Affiliés ont le droit d'accéder directement aux donateurs en conformité avec les règles du Code de CiB et les accords de la famille mondiale d'associations CARE International;
- d. Les Affiliés ont le droit d'utiliser les services du Secrétariat qui sont appropriés compte tenu de la mission de l'Affilié et l'efficacité et l'impact de l'intervention sur les activités de CiB.

### **Article 9 – Election**

Les Membres, Candidats et les Affiliés seront élus par le Conseil suite aux recommandations du Comité de surveillance. Le Conseil aura l'autorité finale d'accepter par vote de nouvelles entités proposées par le Conseil de Surveillance, et sera guidé par le respect des meilleurs intérêts de CiB.

### **Article 10 – Résiliation**

iv. Membres:

- a. Un Membre peut mettre fin à son adhésion auprès de CiB par écrit, 6 mois avant la fin de l'exercice financier de CiB.
- b. Le Conseil peut, moyennant un préavis écrit de 24 mois notifié au Membre, mettre fin à l'adhésion d'un Membre de CiB. Nonobstant la disposition qui précède, CARE USA peut mettre fin à l'utilisation par un Membre du nom et du logo de CARE en vertu des termes et conditions de la licence de la marque conclue avec CARE USA.
- c. La résiliation de l'adhésion ne modifie pas les cotisations que l'ancien Membre peut encore devoir à l'Association mais implique automatiquement la perte de tous les droits de l'ancien Membre, sans préjudice de tout droit contractuel existant entre l'Association et l'ancien Membre.

v. Candidats:



- a. Les parties peuvent convenir mutuellement par écrit de mettre fin à l'accord de transition pour quelque raison que ce soit, conformément aux conditions énoncées dans l'accord de transition.
- b. Le Conseil de Surveillance peut, moyennant un préavis écrit de 6 mois au Candidat, proposer la résiliation ou la suspension de l'accord de transition au Conseil.
- c. Nonobstant ce qui précède, CARE USA peut résilier l'utilisation du nom et du logo de CARE par le Candidat conformément aux termes et conditions de la licence de la marque conclue avec CARE USA dans le cadre de l'accord de transition.

vi. Affiliés :

- a. Un Affilié peut mettre fin à son affiliation auprès de CiB, par écrit, 6 mois avant la fin de l'exercice financier de CiB.
- b. Le Conseil peut, avec un préavis écrit de 12 mois à l'Affilié, mettre fin à l'affiliation d'un Affilié auprès de CiB. Le Conseil peut fixer une période de préavis plus courte, à son entière discrétion, s'il décide que la fin de l'affiliation de l'Affilié à CiB dans ce délai de préavis abrégé sert au mieux les intérêts de CiB. Nonobstant la disposition qui précède, CARE USA peut mettre fin à l'utilisation par un Affilié du nom et du logo de CARE en vertu des termes et conditions de son accord de licence avec CARE USA.
- c. La résiliation de l'affiliation ne modifie pas les engagements pris par l'ancien Affilié vis-à-vis de l'Association, mais implique automatiquement la perte de tous les droits de l'ancien Affilié, sans préjudice de tout droit contractuel existant entre l'Association et l'ancien Affilié.

### **Article 11 – Sanctions**

Le Conseil évalue et fait respecter par chaque Membre, Candidat ou Affilié ses obligations respectives figurant dans les présents statuts et dans le [CI Code], et il peut sanctionner un Membre, Candidat ou un Affilié pour toute violation de leurs obligations respectives. Les sanctions peuvent aller de la suspension temporaire des droits de vote à la résiliation forcée de la qualité de Membre ou d'Affilié, à la discrétion du Conseil.

### **TITRE III: RESSOURCES**

#### **Article 12 – Ressources**

L'Association sera financée par :

- les cotisations obligatoires ou volontaires provenant des Membres, Candidats et Affiliés ou par leur intermédiaire, et
- les contributions provenant d'autres sources, y compris les contributions dans des pays ne connaissant pas d'une organisation CARE, avec l'acceptation formelle de tout Membre, Candidat ou Affilié associé géographiquement avec le donateur. De telles contributions peuvent comprendre:
  - des dons privés émanant d'individus, de fondations, d'associations et de sociétés ;
  - des subventions émanant de pouvoirs publics locaux ou nationaux ;
  - des subventions d'organisations gouvernementales interétatiques et internationales ; et
  - de manière générale, toute autre ressource autorisée par la loi.

L'exercice financier commence le 1er juillet et se termine le 30 juin.

#### **TITRE IV : ORGANES DE CARE INTERNATIONAL**

##### **LE CONSEIL (COUNCIL)**

Le Conseil est l'autorité suprême de l'Association.

##### **Article 13 – Composition du Conseil**

Le Conseil est composé :

- iv. d'un délégué et d'un délégué suppléant désigné par chaque Membre et Candidat et d'un délégué désigné par chaque Affilié.
- v. Le président du Conseil, qui est également président du Comité de surveillance, en tant que membre du Conseil n'ayant pas le droit de vote
- vi. du secrétaire général de CiB en tant que membre du Conseil n'ayant pas le droit de vote

##### **Article 14 – Délégués et délégués suppléants**

Chaque Membre dispose d'une voix, sous réserve de règles de vote spécifiques dans les présents statuts. Le vote sera émis par le délégué selon les dispositions des présentes. Chaque délégué suppléant peut assister aux réunions du Conseil. S'il appartient aux Membres et Candidats de CiB de déterminer leur représentation ; en règle générale, le délégué sera un Membre du Board national, normalement le président, et le délégué suppléant sera normalement le directeur national. Le contenu ou la durée du mandat des délégués et des délégués suppléants ne sont pas déterminés.

Chaque Candidat et Affilié dispose d'une voix, à l'exception des dispositions figurant aux articles 11 et 16 des présents statuts.

##### **Article 15 – Obligations et responsabilités du Conseil**

Le Conseil exerce des responsabilités spécifiques importantes pour le compte des membres de l'Association.

Le Conseil doit :

- xx. Accorder et résilier l'adhésion au CiB aux Membres ;
- xxi. Accorder et résilier le statut du Candidat au CiB aux Candidats;
- xxii. Accorder et résilier l'adhésion de CiB aux Affiliés ;
- xxiii. Approuver et modifier les statuts de CiB, y compris les changements à sa structure de gouvernance ;
- xxiv. Approuver la vision globale de CiB, sa mission, son plan stratégique/sa stratégie, et ses directives ;
- xxv. Approuver le budget de CiB, avec le double vote majoritaire requis par l'Article 16;
- xxvi. Approuver le mécanisme de financement pour les cotisations des Membres et Affiliés de CIB et ses priorités, avec le double vote majoritaire requis par l'Article 16 ;
- xxvii. Elire les nouveaux Membres, Candidats et Affiliés, sur recommandation du Comité de surveillance ;
- xxviii. Elire les Membres du Comité de surveillance pour des mandats de 3 ans ;

- xxix. Nommer le président du Comité de surveillance conformément aux dispositions de l'article 19 ;
- xxx. Elire un vice-président parmi ses Membres sur proposition du Comité de Gouvernance et Nomination (" Comité G&N") ;
- xxxi. Conserver le droit de dissoudre le Comité de surveillance ;
- xxxii. Rejeter, après consultation du Comité de surveillance ou sur recommandation de celui-ci, un Membre du Comité de surveillance ;
- xxxiii. Imposer des sanctions à tout Membre, Candidat ou Affilié qui s'avère avoir enfreint les normes, règles et réglementations de CARE ou être en violation de ses accords avec l'Association;
- xxxiv. Evaluer sa propre performance et prend les mesures appropriées pour l'améliorer ;
- xxxv. Désigner le Trésorier sur recommandation du Comité de surveillance ;
- xxxvi. Nommer jusqu'à six (6) membres du comité G&N ;
- xxxvii. Le Conseil décide de ses propres règles de procédure y compris en matière de vote ;
- xxxviii. Exercer tous les autres pouvoirs tels qu'ils sont requis par la loi.

### **Article 16 – Procédures du Conseil**

#### **i. Convocation :**

Le président du Conseil convoque le Conseil au moins une fois par an.

La convocation, l'ordre du jour et les documents relatifs au Conseil doivent être envoyés au moins 15 jours avant la date de la réunion du Conseil.

#### **ii. Vote :**

Le vote se fait à la majorité simple des Membres du Conseil présents et votants, à l'exception des questions clefs suivantes, pour lesquelles une majorité des deux tiers (2/3) sera requise. Les Candidats et Affiliés ne sont pas autorisés à voter sur ces sujets:

- g. Modifications aux Statuts et à la Vision et Mission globale de CiB.
- h. Révocation du Comité de surveillance.
- i. Dissolution de l'Association.
- j. Admission et révocation d'un Membre, Candidat ou d'un Affilié.
- k. Approbation du budget.
- l. Approbation du mécanisme de financement pour les cotisations des Membres et Affilié à CiB et de ces priorités.

Un vote à double super majorité est un vote au cours duquel les deux tiers (2/3) des Membres votants, et des Membres représentant les deux tiers (2/3) des cotisations à CiB émettent un vote positif. Tout changement relatif aux exigences de ce vote à double super majorité ou de leur application requiert un vote à double super majorité du Conseil.

Le Conseil peut avoir recours au vote par correspondance.

Les règles et règlements (ou les règles de procédure) du Conseil et des comités seront établies séparément par le Conseil. Les procès-verbaux des Conseils seront consignés dans un registre tenu au siège social de l'association.

#### **Article 17 – Comités**

Un Comité de Gouvernance et des Nominations (G&N) opère en tant que comité permanent sous l'autorité directe du président du Conseil. Le Comité de Gouvernance et des Nominations est composé d'un maximum de six membres désignés par le Conseil pour un mandat de trois ans.

Le Conseil peut établir d'autres comités.

#### **Article 18 – Comptabilité**

L'association adoptera ses comptes conformément aux exigences de la loi du 25 octobre 1919, modifiée par les lois des 6 décembre 1954 et 30 juin 2000.

#### **LE COMITÉ DE SURVEILLANCE**

Le Comité de surveillance est responsable de la surveillance stratégique, opérationnelle, juridique et financière de CiB. Il s'agit d'un organe délégué du Conseil, responsable devant celui-ci.

Les Membres du Comité de surveillance sont censés d'agir dans l'intérêt de CiB et de ces participants aux programmes à travers le monde, ainsi que pour le compte de la confédération CI. Ils ne sont pas élus et n'agissent pas en tant que représentants de Membres spécifiques.

Le Comité de surveillance se réunira à une fréquence qu'il juge nécessaire pour exercer ses responsabilités et au moins trois fois par an. Certaines de ses réunions peuvent être organisées par téléconférence, par vidéoconférence ou par toute autre méthode électronique.

#### **Article 19 – Composition du Comité de surveillance**

- i. Le Comité de surveillance est constitué de trois (3) au maximum de douze (12) Membres disposant du droit de vote. Le Comité de surveillance devrait être équilibré en termes de genre, de répartition géographique et de diversité de compétences.
- ii. Tout Membre de CiB qui contribue à raison de plus de 33 % aux coûts de CiB est autorisé à désigner un candidat pour siéger au Comité de surveillance.
- iii. La durée du mandat de chaque Membre du Comité de surveillance sera de trois ans ; le mandat est renouvelable une fois.
- iv. Chaque fois qu'un Membre du Comité de surveillance quitte le Comité de surveillance pour des raisons de fin de mandat ou pour d'autres raisons, le président du Comité de surveillance consultera le comité G&N et proposera ou demandera un remplacement rapide.
- v. Le Secrétaire Général de CiB participe aux réunions du Conseil de Surveillance à la discrétion du Conseil de Surveillance.
- vi. Les Membres du Comité de surveillance ne recevront aucune rémunération. Ils peuvent se faire rembourser les dépenses raisonnables engagées. À l'exception du secrétaire

général, les Membres du Comité de surveillance ne peuvent être des employés de CiB ou de toute entité CARE.

- vii. Les procès-verbaux des réunions du comité de surveillance seront consignés dans un registre tenu au siège social de CiB, et seront communiqués dès que possible à tous les Membres et Affiliée.

## **Article 20 – Rôle et responsabilités du Comité de surveillance**

1. La gestion de l'Association est supervisée par le Comité de surveillance, qui est responsable de la supervision stratégique, opérationnelle, juridique et financière de l'Association. Le Comité de surveillance est un organe délégué du Conseil et lui rend des comptes.

2. Le Comité de surveillance représente l'Association auprès des tiers. Il peut adopter des résolutions sur toutes les questions qui ne sont pas réservées au Conseil ou à ses comités par les statuts de l'Association, ou par la loi. Le Comité de surveillance délègue la direction et la gestion journalière de l'Association au secrétaire général.

3. Le rôle et les responsabilités détaillés, du secrétaire général, sont définis par le Comité de surveillance et, le cas échéant, le rôle et les responsabilités détaillés, du Comité de surveillance sont définis par : les présents Statuts, le Code de CiB, et les règles, directives et procédures internes telles que convenues ou déléguées, à mettre en place par le Comité de surveillance.

Plus précisément, le Comité de surveillance exerce également les responsabilités suivantes :

- xiii. Assurer la supervision de la planification organisationnelle, y compris l'élaboration et la mise en œuvre de la stratégie de CiB;
- xiv. Approuver les normes et contrôler les performances par rapport aux normes de CiB, y compris en ce qui concerne les finances, la comptabilité, les questions juridiques, les normes, les ressources humaines, les opérations de programme, l'éthique et de la responsabilité ;
- xv. Avaliser le budget destiné à être approuvé par le Conseil au double super majorité requise.
- xvi. Engager/révoquer le secrétaire général, et contrôler ses performances, y compris lui fournir un soutien continu, des commentaires et des conseils ;
- xvii. Approuver toutes les questions qui doivent être soumises au Conseil pour approbation et charger le secrétaire général de mettre en œuvre toutes les décisions du Conseil;
- xviii. Evaluer ses propres performances et prendre les mesures appropriées pour les améliorer. Le Conseil peut demander une évaluation indépendante du Comité de surveillance s'il l'estime nécessaire ;
- xix. Désigner des comités du Comité de surveillance, le cas échéant, en consultation avec le comité G&N. La justification de l'existence de chaque comité sera réexaminée tous les deux ans et le résultat sera présenté au Conseil;
- xx. Un comité des Finances, Audit et risques (comité FAR) sera établi en tant que comité permanent du Comité de surveillance, en concertation avec le comité G&N ;
- xxi. Proposer, pour nomination par le Conseil, l'un de ses Membres comme président du Comité de surveillance ; l'intéressé sera également président du Conseil (le « Président »);
- xxii. Le Président, qui exercera au maximum deux mandats consécutifs de trois ans, fait rapport au Conseil après chaque réunion du Comité de surveillance et à chaque réunion du Conseil sur les travaux du Comité de surveillance ;

- xxiii. Elire un vice-président et nommer un trésorier (qui sera également trésorier du Conseil), parmi ses propres membres sur proposition du comité G&N (le « Vice-président ») (le « Trésorier ») ;
- xxiv. le Comité de surveillance décide de ses propres règles de procédure, y compris les votes, et en informe le Conseil.

2. La majorité nécessaire pour toute décision du comité de surveillance est la majorité simple. Toutes les décisions seront prises à la majorité des membres présents et votant. En cas d'égalité des voix, le vote est considéré comme non fondé et la proposition est rejetée.

### **Article 21 – Représentation**

L'association peut être engagée par la signature conjointe de deux membres du Conseil de surveillance.

Pour toutes les questions relatives à la gestion journalière, le Conseil de surveillance délègue le pouvoir de signature au Secrétaire Général.

## **LE SECRETARIAT, LE SECRÉTAIRE GÉNÉRAL ET LES DIRECTEURS NATIONAUX**

### **Article 22 – Le Secrétariat et le Secrétaire général**

Le rôle du Secrétaire général est de diriger le Secrétariat de CiB Il/elle agit sous l'autorité du Comité de surveillance qui, à sa discrétion, définit ses responsabilités ou ses tâches.

Le rôle du Secrétariat est de mettre en œuvre les tâches et les responsabilités, y compris la gestion des opérations de l'Association, conformément aux demandes du Comité de surveillance.

Dans l'exercice de leurs fonctions, le secrétaire général et le Secrétariat sont contrôlés et supervisés par le Comité de surveillance qui, à sa discrétion, peut ajouter, modifier ou retirer quelque obligation ou responsabilité du secrétaire général et du Secrétariat.

### **Article 23 – Le Comité des directeurs nationaux (NDC)**

Le Comité des Directeurs Nationaux (NDC) conseille le secrétaire général et lui apporte son soutien à diriger les efforts de CiB en vue de réaliser ses objectifs stratégiques de manière cohérente. Le NDC collabore avec le secrétaire général et son équipe de direction au sujet des responsabilités conjointes apportant des perspectives nationales tout en préservant la perspective de CiB considérée dans son ensemble.

## **TITRE V : RÈGLEMENTS, AMENDEMENTS, TEXTES**

### **Article 24 – Modifications**

1. Les Statuts sont adoptés et ne peuvent être modifiés que par le Conseil à la majorité des deux tiers (2/3). Tout changement éventuel qui le requiert sera soumis pour l'approbation des autorités belges compétentes.

### **Article 25 – Textes de références qui font partie du code CiB**

1. Le Conseil, le Comité de surveillance et le cas échéant, les autres comités (tel que le comité de nomination, le CDN ou autres) adoptent leur règlement interne en tenant dûment compte des «Principes de base» du CI Code de l'association suisse CARE International.

2. Les règles d'ordre intérieur de CiB sont inscrites dans le Code de CiB.

3. Les textes suivants sont considérés comme les « Principes de base » visés ci-dessus ils sont repris dans une section distincte du CI Code intitulé : un aperçu de CARE International.

- Vision et Mission de CI
- Principes de programmation de CI
- Mandat humanitaire de CI
- Code d'éthique et code de conduite

### **TITRE VI : DISPOSITIONS DIVERSES**

#### **Article 26 – Licence de la marque CARE**

L'Association et les Membres obtiendront par un accord écrit avec la Cooperative for Assistance and Relief Everywhere USA ("CARE USA") une licence leur permettant d'utiliser dans leurs activités le nom, le logo et la marque déposée "CARE" et toute autre marque ou marque de service à laquelle CARE USA fait expressément référence et/ou dont elle est propriétaire. Les Candidats obtiendront une licence d'utilisation du nom et du logo CARE et de toutes les marques associées en conformité avec les termes de leurs leurs accords respectifs de transition. Si le co-marquage est jugé mutuellement bénéfique, les Affiliés peuvent également obtenir une licence d'utilisation du nom et du logo CARE et de toutes les marques associées d'après les termes et conditions respectifs de leurs accords d'affiliation. Toute utilisation du nom ou du logo CARE doit être régie par les termes et conditions du contrat de licence de marque déposée avec CARE USA.

#### **Article 27 – Responsabilité et indemnisation**

Les obligations financières de l'Association seront au bénéfice de l'Association seulement. Toute responsabilité / responsabilité personnelle d'un Membre est exclue. L'Association est tenue d'indemniser les Membres du conseil, les personnes désignées au Comité de surveillance ou toutes autres responsables de l'Association, des dépenses encourues ou, qui résultent de, toute action légale à laquelle ils peuvent être partie en raison de leur participation dans l'organisation, à moins que cette action découle d'actes illégaux commis par ces personnes.

#### **Article 28 – Enregistrement et publication conforme**

Les modifications ou amendements aux présents statuts prendront effet après publication aux annexes au *Moniteur belge*.

### **Article 29 – Dissolution**

Le Conseil est la seule instance qui a le pouvoir de procéder à la dissolution de l'Association. La convocation de la réunion du Conseil doit indiquer de manière spécifique que la réunion concerne la question de la dissolution de l'Association.

Toute proposition de dissolution de CiB doit être précisée dans la convocation à la réunion du Conseil, et cette proposition ne peut être adoptée que par un vote à la majorité des 2/3 des Membres du Conseil.

En cas de dissolution, les actifs de l'Association, s'il y en a, seront distribués à des organisations ou institutions charitables poursuivant un objectif conforme aux principes fondateurs de l'Association et bénéficiant d'une exemption fiscale. En aucun cas, les actifs de l'Association ne peuvent être distribués à des personnes privées.

### **Article 30 – Disposition finale**

Toute question non réglée par les présents Statuts sera résolue en conformité avec la loi du 25 octobre 1919, modifiée par les lois des 6 décembre 1954 et 30 juin 2000.



## **Chapter 3: Governance and Leadership Bodies' Procedures**

### **1. Rules of Procedure of the CI Council**

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#### **Composition**

The Council is composed of:

- i. One Delegate and one Alternate Delegate appointed by each Member and Candidate transitioning to Membership (Candidate), and one Delegate appointed by each Affiliate.
- ii. The Secretary General of CI is a non-voting member of the Council.
- iii. The Chair of the Council, who is also the Chair of the Supervisory Board, as a non-voting member of the Council.

#### **Meetings**

The Council should meet at least once a year or under the circumstances that one-fifth of the members request.

#### **Convening**

- i. The Council should be convened by its chair, who is also the chair of the Supervisory Board.
- ii. A Council meeting must be convened in the six months after the end of the fiscal year
- iii. Council meetings may be convened at any time by the Chair.
- iv. The convening notice, the agenda and the documents relating to the Council must be sent out at least 15 days before the date of the Council meeting.
- v. The invitation should indicate the date, time and location of the Council meeting and be made by letter (simple or registered) or by e-mail.
- vi. Extraordinary Council meetings may be called for urgent matters if required.
- vii. At the Chair's discretion, guests (both internal and external to CARE) may be invited to attend the Council meetings.

#### **Procedures**

- i. The Council should be presided by the Chair.
- ii. At the opening of the meeting the Chair should state that the necessary quorum of members is in attendance.
- iii. The quorum should be at least half of the number of members present
- iv. The Chair should appoint a Secretary for each Council meeting. In case of absence of the Chair, he/she should be replaced by the Vice-Chair, and in case of her/his absence, by any other member of the Council to be appointed by the Council.
- v. The Council should meet in person; it can also meet through videoconferencing or similar means.

#### **Delegates and alternates**

- i. Each Delegate has one vote, subject to specific voting rules in this Code, which should be cast by the Delegate as described herein. Each Alternate Delegate may attend Council meetings, may address the meeting and may cast votes according to internal arrangement of each delegation.
- ii. While it is up to the CI Member to determine its representation, as a general rule the Delegate will be a member of a national board, normally the Chair, and the Alternate Delegate will be the

National Director, or another person designated by the CI member. Delegates and Alternate Delegates have no defined terms of office or term limits.

### **Decisions and voting**

Voting should be by simple majority of Council members present and voting, except for the “core matters” listed below, for which a two thirds (2/3) majority will be required, and in which Candidates and Affiliates do not participate:

- Changes to the CI Code, the Statutes and CI’s overall Vision and Mission.
- Dismissal of the Supervisory Board.
- Dissolution of the Association.
- Admission and removal of a Member, Candidate or Affiliate.
- Approval of the budget with a double super majority vote
- Approval of the funding mechanism for Member and Affiliates contributions to CI and its priorities with a double super majority vote

In case of equal number of votes, the motion does not have a majority and is defeated.

A double super majority is a vote, where two thirds (2/3) of the Members voting, and Members representing two thirds (2/3) of the contributions to CI, cast a positive vote. Any change to the double super majority voting requirements or their application requires a double super majority vote of the Council.

The Council can have recourse to a correspondence vote. Such a vote can be carried out in the following ways (as proposed by the CI Secretariat):

- i. All matters that are subject to voting by a simple majority can be determined by a correspondence vote representing 75% of the total voting rights of Council members.
- ii. All matters requiring super majority vote can be determined by a correspondence vote of 90% majority of the total voting rights of eligible Council members.
- iii. The Council can have recourse to correspondence vote on all matters except on the following matters:
  - Dismissal of the Supervisory Board.
  - Dissolution of the Association.
  - Removal of a Member

These should be passed at a Council meeting in accordance with decisions and voting as per the Rules of Procedure.

### **Procedures for Correspondence Vote:**

- i. Under these procedures, a copy of the proposed correspondence must be sent to every Council member who would have been entitled to vote on the decision.
- ii. The correspondence must be accompanied by a statement informing the members how to signify their agreement (or how to vote) and the date by which the decision must be passed.
- iii. The correspondences can be circulated using hard copies, scanned documents or electronically using email or both.

- iv. For the correspondence decision to be binding, it should carry the electronic approval or signature of the necessary number of Council members entitled to vote on the matter.

## **Committees**

A Governance & Nominations Committee (GNC) operates as a standing committee directly under the authority of the Council (see GNC's mandate in below).

The Council can establish other committees.

## **Final provisions**

The Council remains the master of its own procedures.

The Rules of Procedure will be amended, under the responsibility of the Governance and Nominations Committee, whenever the necessity arises and the Council decides accordingly.

## **2. Governance & Nominations Committee Mandate**

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The Governance and Nominations Committee (GNC) is a committee of the Council of CARE International (CI). Accordingly, its members are responsible and accountable to the Council which determines the mandate of the GNC.

### **I. PRELIMINARY**

1. Good governance principles are important for the development and maintenance of stakeholder trust towards CI and its governing bodies and to its capacity to discharge its mission.
2. A facilitator of good governance is an independent governance and nominations committee established by the Statutes and elected by the Council.
3. The mission of the GNC is to foster the long-term success of CI including:
  - To oversee the development and drafting of appropriate Statutes of CARE International and to make sure that all other regulations (Code, Instructions, etc.) are regularly updated and kept mutually coherent.
  - To oversee that appropriate governance principles for CI and its constituent governing bodies are developed and that required procedures are appropriately followed.
  - To facilitate CI having an appropriate structure and processes, including an independent and competent Supervisory Board that will foster the long term success of CI in which its management, Members and Affiliates are held to account.

### **II. COMPOSITION**

4. The GNC is comprised of up to 6 members; they serve on the Committee in an independent capacity and in the common interest of all CARE Members, Affiliates and stakeholders.

5. The GNC is independent of the Supervisory Board (SB) and the executive of CI. Whilst the members of the GNC may hold non-executive office with Members of CI, they act independently as members of the GNC.
6. Members of the GNC are appointed by the Council for a three year term and may be re-elected twice. As far as possible, their terms should be staggered.
7. The GNC will select its own Chair, who shall be an experienced member of the Council and who serves on a national CARE Board in a non-executive capacity.
8. The GNC informs Council Members about its selection process and canvasses candidates for membership of the GNC. Members of the SB and executives of CI, and Affiliates of CI are ineligible for appointment.
9. Members of the Committee shall be appointed by the Council based on the Committee's own recommendations.

### **III. OPERATION, CONSULTATION AND RESOURCES**

10. The GNC relates, through its Chair, to the Chair of the Council.
11. The GNC determines its own procedures for discharging its responsibilities including the frequency and location of its meetings. It reports to the Council and publishes Minutes of its deliberations.
12. The Secretary General ensures that the GNC is provided with appropriate secretarial support.
13. The CI Secretariat will ensure that the GNC has access to the necessary expertise in relation to the tasks for which it is responsible. The GNC is entitled to draw on the resources of CI.
14. In its discretion the GNC consults, whether on a professional basis or otherwise, with such persons or organizations as it considers necessary or desirable in connection with the discharge of its responsibilities.
15. The GNC consults regularly with the Chair of the SB and the Council in relation to its responsibilities. The GNC consults as appropriate with Members and other stakeholders.

### **IV. GOVERNANCE**

16. Where changes to the structure or rules and regulations are proposed to be put to the Council, in the usual course, the Council mandates the GNC to examine the proposals and report to the Council. In the usual course, the Council mandates the GNC to examine relevant proposals and report to the Council on their feasibility, advantages and disadvantages. The GNC can make its own proposals.

### **V. STATUTES**

17. The GNC is to seek to ensure that the Statutes, the CI Code and other applicable regulations are consistently reflected in the rules and regulations of CI and its constituent bodies. The GNC ensures that the Statutes meet the requirements of the relevant regulatory authorities.

### **VI. ELECTION OF MEMBERS OF THE SUPERVISORY BOARD**

18. As a rule, the Chair of the SB assesses the necessity to add additional members to the SB (within the statutory limit), or to replace a member which has retired or has announced to retire in the near future. The Chair will also assess the criteria stipulated in the Statutes concerning a necessary balance. The Chair will ask the GNC to search for appropriate candidates. However, the Chair may propose concrete candidatures. In order to assist the search process, all Council Members and the SG should be asked to bring forward suitable names. After consultation with

the Chair of the SB, the GNC proposes SB-candidates to the Council which then takes the final decision.

19. The information provided to the SB and ultimately to the Council by the GNC include:

- The expertise, capacity and independence of candidates
- Their personal information including age, sex, education and professional experience including significant positions or appointments with other organizations and companies
- Any positions or assignments with CARE
- Where it concerns a re-appointment, information concerning the candidate's service as a member of the CI Board
- Details as to the time-frame for consideration and potential appointment

#### **VII. EVALUATIONS**

20. **The GNC oversees the carrying out of appropriate evaluation procedures for Council, the Supervisory Board, the Governance and Nominations Committee, and the National Directors' Committee. The GNC will assist the Council in implementing article 15 xv of the Statutes.**

#### **VIII. OTHER OFFICERS**

21. The GNC is responsible for identifying and nominating candidates for office with the Council (for example the Vice Chair) other than the Chair (which position is held by the Chair of the SB under the Statutes).
22. On the request by the Chair of the SB, the GNC assists in the identification of other persons to hold office in executive or non-executive offices within CI and any committees established by or under the authority of the SB.

### **3. CI Supervisory Board Recruitment Principles and Process**

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#### **I. RECRUITMENT PRINCIPLES**

CI should strive towards having a Supervisory Board (SB) with a broad demographic mix in addition to a mix of skills necessary to support the nature of CI's global mission. In reflecting upon CI Supervisory Board Member candidates, consideration should be given to the importance of:

- Attitude: willingness to do the job
- Diversity: gender, ethnicity, geography (global mix), age;
- Expertise: demonstrated functional expertise and distinctive knowledge that will assist the CI Supervisory Board to fulfil its mandate;
- Personal Attributes: ability to provide informed judgement and thoughtful counsel, be positive & constructive, strategic and future-oriented, possess strong people skills and able to work as part of a team, keen awareness of socio, economic and political environment;
- Influence and profile: highly respected, reputable, exemplary leadership;

- **Experience:** as a CI Supervisory Board member or a demonstrated knowledge of the role of a Not-for-Profit Board member;
- **Beliefs:** high ethical standards, integrity, and a belief in the importance of CARE work around the globe “to save lives, defeat poverty and achieve social justice”; and
- **Language:** must be fluent in English. French would be an asset.

II. **PROCESS:** *To be determined*

III. **CI SUPERVISORY BOARD NOMINATION FORM**

Name, current position and CIM as relevant, and contact of Nominator:

Name of Nominee:

Brief overview of skills, experience, and rationale for nomination (please attach bio or CV if available):

**1. CI’s recruitment principles (please mark X for a “Yes” in all relevant boxes according to your personal view about the nominees)**

	– Is the nominee interested and demonstrating a keen interest in the position?
	– Do the nominee’s credentials (gender, ethnicity, geography and age) have the potential to diversify the current Board’s perspectives?
	– Is the nominee fluent in English?
	– Does the nominee have demonstrated experience & interest in CARE’s engagement in both humanitarian and development work?
	– Is the nominee a team player?

**2. Desired expertise of prospective CI Supervisory Board Members includes (please mark X in all relevant boxes pertaining to the nominee’s skills and experiences)**

	– On-ground experience of programmes/operations (both development and humanitarian);
	– Academic and/or research relevant to the sector;
	– Experience of fundraising and marketing both retail and corporate;
	– Experience of major funding bodies such as EU, USAID, DFID;
	– Financial management experience, preferably in context of an international organization;
	– Legal experience;
	– HR experience in an international organization;
	– Corporate governance in an international situation;
	– Experience in international development;
	– Experience in communications and media relations;
	– Experience in advocacy and lobbying
	– Political outreach and influence, ability to connect and access for external positioning
	– Experience in or with non-profit sector;
	– Management experience, understanding of business and organizational dynamics, ideally in an international context
	– Experience with and knowledge of CARE. <i>Please specify:</i>

**3. Perspectives: (please mark X for all relevant perspectives of nominee)**

	– OECD (including from CI member countries);
	– Global South and BRICS;
	– Civil Society Organizations;
	– Government or Intergovernmental Institutions;
	– Private Sector (proven experience with CSR / philanthropy);
	– Media (classic and social).

**4. Availability & Conditions (to be completed as nomination process proceeds, pending discussions with prospective candidates)**

	– Presence at up to four annual board meetings; availability for teleconferences as required;
	– Short-notice teleconference and email reachability;
	– Back-up capacities (in case of travel).

**4. Rules of Procedure of the CI Supervisory Board**

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**Article 1 - Term of office**

The members of the SB shall be appointed during a Council meeting for a term of three years. It is expected that one third of the first SB members elected in June 2016, rotate out after the first term, or may be renewed for a second term of one year. This would allow phased rotations. This does not apply to the Secretary General who remains a member of the SB during the time s/he is Secretary General of CI.

In case of one or several vacancies, the Chair of the SB will consult with the Governance & Nominations Committee and jointly propose a candidate for replacement. Council may then appoint the replacing member; the latter shall be appointed for the remaining term of their predecessor.

**Article 2 - Conditions of eligibility**

Any person from inside or outside the CARE Confederation, proposed by a CARE member of the confederation may be elected. The Chair and the Treasurer are members of the Council.

Members of the SB cannot be employees of any member of the CARE confederation at the same time, with the exception of the Secretary General.

**Article 3 - Meetings**

The SB shall be convened by the Chair or at the request of two of its members at a minimum of three times per year (two of which should be face-to-face). Two annual meetings face to face shall be organized. Additional meetings may be organized through teleconferencing or similar means. The agenda shall be drawn up by the Chair in consultation with the Secretary General. A written notice of Supervisory Board meetings should be sent to every member either by letters, fax, e-mails or any other ways decided by the Board. It should be sent at least 14 days before the meeting and include the agenda.

#### **Article 4 - Resolutions**

The SB may legitimately deliberate only if a quorum of minimum three members is present (either in person, or by telephone). The SB shall adopt its resolutions at the simple majority of all the voting members present.

Each member of the SB has one vote. In the event of a tie, the Chair has the casting vote. Minutes of the deliberations shall be drawn up and signed by the Chair and one other SB member<sup>5</sup> after approval by the majority of SB members present. The minutes of the SB meetings will be recorded in a register at the headquarters of CI and will be sent to its members as soon as possible to ensure timely implementation of decisions.

#### **Article 5 - Powers & Responsibilities of the Board**

The SB may adopt resolutions on all matters which are not reserved to the Council by the Statutes of the Association or by the law. The SB has the responsibilities as described in Statutes (article 20).

#### **Article 6 - Representation**

The Association may be committed by the joint signature of two Members of the Supervisory Board. For all matters relating to day-to-day management decisions: joint signatures of either:

- Secretary General and an authorised Officer of the Association or
- Deputy Secretary General and an authorised Officer of the Association are needed.

#### **Article 7 - Conflict of Interest**

Each time that a member of the SB is in a situation likely to give rise to a conflict of interest, he/she must declare it to the other members of the SB. A conflict of interest occurs when:

- (i) a person has a material, financial or personal interest in a decision or on a subject relating to the Association;
- (ii) a person has taken on an obligation with another organisation, as a senior executive or as an employee, for example, which is currently incompatible with his/her obligations towards the Association.

The management of conflicts of interest is set out in detail in the Conflict of Interest policy.

#### **Article 8 - Members**

It is expected that SB members will:

- (i) Adhere to and follow the vision and mission of CARE, and the provisions of Statutes;
- (ii) Act and take decisions collectively to govern CI;
- (iii) Use reasonable care and skill in their work as SB members, using their personal skills and experience as needed to ensure that CI is well-run and efficient;
- (iv) Gain a good understanding of and support the development of CI's mission, purpose and operations;
- (v) Maintain confidentiality;
- (vi) Attend, prepare for and be an active participant in SB and relevant committee meetings.

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<sup>5</sup> For a decision to be legally binding vis-à-vis Swiss registration, signature is required by two SB members for Commercial register.



## 5. Finance, Audit & Risk Committee Mandate

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### Summary

The Finance, Audit & Risk Committee (FAR) operates as a standing committee of the CI Supervisory Board (SB). It is responsible for:

- overseeing the financial situation of CARE International Secretariat (CI Sec)
- recommending to the SB the CI Sec annual Budget to be endorsed by the SB for approval by Council
- recommending CI wide financial policies, and reporting metrics that advance harmonisation within CI and strengthen CI's financial effectiveness
- recommending to Council (via the SB) the appointment of external auditors for the CI Secretariat legal entities requiring external audits
- monitoring the assessment and management of risks to CI

### Composition and Terms

The FAR is composed of up to 3 members. The Chairperson is the Treasurer appointed by the Council on the recommendation of the SB (Statutes Article 15 xiv). Other Members are appointed by the SB for a three-year term and may serve a maximum of 2 terms (6 years).

### Responsibilities

- a. CI Secretariat Financial Oversight:
  - Monitor the financial operations of CI Sec, including internal control procedures and the review on an annual basis of balance sheets, income and expense statements, and any investment reports. Oversee funds jointly owned by Members that are managed by the Secretariat or an individual Member.
  - Monitor CI Sec compliance with CI financial standards and other financial policies.
- b. External Audit
  - Recommend to the SB, for its endorsement to Council, the appointment of CI Sec's external auditors. Auditors can be appointed for a fixed term which can be renewed.
  - Receive and review the annual report of the external auditors in advance of its presentation to the SB, and onward communication to Council.
- c. Budgets and other financial plans
  - Review and recommend to the SB, for its endorsement to Council, the annual and long-term Secretariat financial plans and budgets, and monitor progress against them.
- d. CI wide financial health
  - Recommend to the SB financial Key Performance Indicators (KPIs) and benchmarks and monitor Member results on an [annual] basis.
  - Alert the SB to any concerns relating to the financial status of any Member and recommend appropriate courses of action.
- e. Risk Management
  - Monitor risk assessment and risk management procedures across CI.
  - Review the top 10 risks and assesses the evaluation and adequacy of risk mitigation measures.
- f. Membership
  - Recommend to SB and Council financial standards for Membership and Affiliation, along with a means of monitoring compliance.
- g. Financial Crisis
  - CI's response to any financial crisis that may arise within the Confederation.

## Operation

**Meetings:** the FAR determines its own process for discharging its responsibilities. It meets at least twice per year and more frequently if it deems necessary.

**Reporting:** the FAR reports to the SB and publishes minutes of its meetings.

**Support:** The FAR ensures that it has access to the necessary expertise in relation to the tasks for which it is responsible. The Secretariat provides support to the FAR.

**Voting:** If needed the Chairperson has a casting vote.

## 6. National Directors' Committee Mandate

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### Summary

The National Directors Committee (NDC) advises the Secretary General and supports him/her in leading CI's efforts to reach its strategic goals in a cohesive manner. The NDC functions as a leadership team responsible for joint management of shared priorities.

### Composition

The NDC is comprised of the Secretary General, Deputy Secretary General and CEOs/National Directors of each Member and Candidate. Affiliates and other key experts are invited to participate as relevant. The NDC is chaired by the Secretary General.

### Responsibilities

The role of the NDC is to inform, advise and direct CI-wide strategy, operations and programs and work with the Secretary General to implement the decisions of the CI Supervisory Board. The NDC assures high quality and coherent coordination, oversight and guidance on CI operational, programmatic and humanitarian priorities and accountabilities. Its key responsibilities are:

- Work with the Secretary General and his/her Executive Management Team and the Strategic Leadership Teams on joint management responsibilities, bringing in national perspectives (NDs will ensure that their boards are well informed of the deliberations and outcomes of the NDC and will bring perspectives from their boards constructively to the NDC) but maintaining the perspective of CI as a whole. *\*Article 23*
- Lead the development of organisation-wide strategies and make recommendations to the CI Supervisory Board through the Secretary General. Working towards consensus when possible, the Secretary General decisions and recommendations to the CI Supervisory Board and other key stakeholders will be informed by the NDC input and will convey the underlying principles of his/her recommendations and decisions when there is not full agreement).
- Initiate and implement CI-wide priorities, plans and resource allocation for organisational effectiveness, engagement and coordination.
- Set and monitor key performance indicators, and take action as required for organisational performance and accountability.
- Lead consistent internal and external communications.
- Provide advice on affordability and prioritization in the development of the CI budget.

The NDC ToR will be reviewed and revised every two years to reflect evolving governance reform, organisational changes, and expansion with new members.

## Operation

**Meetings:** NDs will prioritize participating in NDC meetings, and substitutions will be considered on a case-by-case basis by the respective ND and approval by the SG. The NDC will hold 2 face-to-face meetings per year, and convene virtual meetings as needed and generally 1-2 times per quarter. The NDC will apply principles of discretion and confidentiality, assuring constructive, transparent debate and surfacing difficult issues, and provide consistent messages coming out of meetings and deliberations. Meetings will be documented with brief outline of decisions, actions and agreements, and made available to CI Supervisory Board and membership within 1 week of meetings.

- **Voting:** None (by consensus)
- **Expectations of NDs:** Dual citizen- bring member issues and transparently represent interests, while delivering on global priorities and representing CI agreed priorities within their respective National boards and constituencies.

## 7. Strategic Leadership Teams Mandate

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CI identifies global **Strategic Leadership Teams (SLTs)** to work with the CI Secretariat to provide thought leadership, analysis and accelerated action on shared priorities. The four Strategic Leadership Teams currently in place are:

- a. Program Quality and Impact: The purpose of the Program Quality and Impact SLT is to provide thought and practice leadership, global direction and coherence to CI's efforts to deliver quality programs for reaching the outcomes of the CARE 2020 Program Strategy. The SLT is responsible for providing strategic leadership for enhancing CARE's interdependent work for increasing the relevance, quality and impact of programs, with the aim of using learning, knowledge and advocacy for multiplying impact.
- b. Humanitarian and Operations: The purpose of the Humanitarian and Operations SLT is to provide the thought and practice leadership, guidance and action to harmonize and enhance CI-wide humanitarian and operational performance for greater impact and programmatic and operational alignment, coherence and effectiveness. The SLT will build upon progress made to date, advance agreed priorities and coordinate organisation-wide solutions, approaches and sequencing of processes for harmonization and alignment of operations. This includes identifying key external as well as internal opportunities that can be utilized and optimized to enhance our effectiveness and ability to demonstrate quality performance in all that we do. The SLT provides operational coordination and leadership to strengthen and create robust operational platforms across CI to deliver programs, using existing and identifying new modalities to enable agile, flexible and responsive operations.
- c. Fundraising and Mobilization: The purpose of the Fundraising and Mobilization SLT is to provide global direction and leadership to the confederation's vital efforts to grow income and influence by mobilizing supporters and partnerships, and amplifying CARE's global position through public engagement and coordinated, strategic global, national and local advocacy. In order to reach our 2020 vision and program goals we need to build a stronger and clearer CARE impact story and increase our global reach so that we can effectively mobilize and influence global audiences that matter to fighting poverty and inequality. The SLT will bring strategic coherence and integration across fundraising, communications and advocacy working groups.

- d. Organizational Development and Accountability: The purpose of the OD&A SLT is to provide overarching leadership, guidance and action on long-term strategy, adaptive change and accountability. This includes identifying internal and external trends and dynamics that bear on CI's mission and recommending strategic responses that will allow CI to anticipate and respond most effectively to those trends. The OD&A SLT supports CARE International's efforts to implement and improve its shared agenda in line with CARE 2020 aspirations and milestones; supports the development of its membership; presents a coherent picture of CARE's global presence, accountability commitments and performance on its priorities; identifies and holds up key learning, innovations, gaps and opportunities; infuses outward looking and future focused ideas to influence organizational development; and provokes and enables greater change leadership, adaptive capacity and agility.

SLT members are expected to serve for two years, with a staggered rotation on and off so that at least half the group will have continuity and the other half will infuse new energy and ideas. Their composition includes relevant functional expertise and diverse positions and perspectives from across CI. The involvement of each should be approved by their managers with a 10-15% time commitment to the SLT as part of their job. SLTs also engage external experts regularly. They are chaired by the senior directors in the CI Secretariat, who are responsible for ensuring coherence and cross-linkages.

## SECTION III: PRINCIPLES OF ENGAGEMENT

### Chapter 1: CI Presence and Engagement<sup>6</sup>

#### 1. Overview of CI's Presence and Engagement

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CARE is one of the largest poverty-fighting organisations in the world, working with a wide range of partners and allies in more than 90 countries to have an impact on poverty and injustice. This takes a diverse range of forms of presence and engagement roles most relevant to each context and opportunity. Where we work will be principally driven by how we are positioned to best contribute to positive social change and impact in the lives of people in the most vulnerable and excluded communities, particularly women and girls. CARE regularly assesses new and emerging opportunities to influence, join up with others, harness resources and amplify the voices of people and groups in the fight against poverty and inequality. We take an intentional approach to deciding on our forms of presence and engagement, and at the same time ensure we are agile and able to adapt when needed.

#### 2. Categories for Decision-Making on Presence and Engagement

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CI makes decisions about its intent for duration, level of investment required, and speed of establishment based on the below categories:

1. Continuous presence: Based on a thorough assessment of the context, CI identifies contexts where it deems a mandate for long-term, continuous presence.
2. Limited engagement: Forms of limited engagement in a country may be established in line with a specific opportunity to engage through a single or limited number of program activities, engage with partners, engage in policy or practice dialogue, promotion or advocacy that contributes to the realisation of the CI Program Strategy and relevant sub-regional or regional strategies. This is not initially planned as requiring CARE registration or continuous presence, although this may change over time.
3. Rapidly established presence for humanitarian response: In countries where there is no existing CARE presence, CI at times may deem that it is required to respond to address humanitarian needs in either a rapid or slow onset disaster and agrees to rapidly mobilise and respond in the most relevant form and level of investment for the context. Engagement is in the framework of the CI Humanitarian Strategy and protocols of Type 3 emergency response (*See Section III Chapter 2: Humanitarian Emergency Response*). A Member is identified and delegated to manage the response.

#### 3. Forms of Presence and Engagement

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The above categories of presence and engagement take a number of forms, which include:

- a. Country Offices (COs): CI has a number of offices registered in a country to manage CI's engagement in that country. These offices are managed by one of the members on behalf of CI, who has the responsibility to ensure agreed upon standards of quality performance are upheld.

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<sup>6</sup> Note that further work on this section is required in FY19, specifically to: 1) defining governance around social enterprises; 2) ensuring alignment with and clarity about CARE's humanitarian mandate and which forms of presence or engagement must be set up to uphold it; and 3) finalizing the categories for decision-making accordingly.

These offices are based in locations where CI has agreed to invest in continuous engagement to address poverty and injustice over time in that country and potentially also in neighbouring countries, with a comprehensive development and humanitarian mandate. These offices take various forms most relevant for the context and may include neighbouring or sub-regional activities. COs serve as the primary platform for all parts of CI with relevant strategic interests to support programmatic impact in line with the strategic priorities of CI in that country. Any other form of engagement in a country with an established CO requires the authorisation of the managing member for that engagement to proceed. *See Lead Member responsibilities and Operating Procedures for Country Offices in Section IV: Global Approaches.*

- b. Regional/ Sub-regional/ Multi-country engagement: CI may work across multiple countries to achieve agreed program goals or objectives in addressing poverty and injustice and humanitarian need. As with all engagement, this may include working with partners and coalitions. Various forms of engagement may be established to facilitate this engagement.
- c. Fundraising specific offices: At times Members may establish a presence in a country for the specific aim of fundraising, influencing donor and government development and aid policies and priorities, and/or mobilising the public in support of CARE's mission.
- d. Social enterprises: Members and Affiliates may establish social enterprises to support the achievement of our impact objectives and in line with relevant country/regional strategies, and where applicable through and in consultation with existing Country or regional office structures. At appropriate times and levels of sustainability CI supports the independent spin off and management of these enterprises when relevant. In countries where it does not have a presence, CI may partner with existing or set up new social enterprises.
- e. Partner representation: In a number of countries CI does not have a presence of its own but supports the work of a single or multiple partner organisation. This relationship is managed by a Member in coordination with relevant country/regional strategies and or Country or Regional Offices.
- f. Multi-stakeholder consortia and Alliances: CI often participates in consortia and alliances with multiple stakeholders, who work together in and across countries for greater collective influencing and impact. This relationship is managed by a Member in coordination with relevant country/regional strategies and or Country or Regional Offices.

CI regularly adjusts its forms of engagement as needed, which may include presence reviews and planning to stay most relevant, viable and impactful in each context (*See Presence Review Process in Section IV: Global Approaches*). At any point CI may determine to identify and establish other forms as it sees fit, in line with agreed upon coordination and decision-making mechanisms.

#### **4. Coordination and Decision-Making on Establishing or Exiting Forms of Engagement**

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The National Directors Committee (NDC), supported by the CI Secretariat, is responsible for ensuring open, clear communication and coordination on all forms of presence, representation and engagement. The NDC is also responsible for reviewing CI's overall global presence and proposing adjustments in line with CI's strategic priorities and impact goals, supported by the CI Secretariat and Strategic Leadership Teams (SLT). Individual Members support regular reviews of specific forms of engagement through CI's agreed upon presence review approach.

**Entering:** New forms of presence and engagement should be communicated and discussed with other interested Members and offices where relevant. The CI Secretariat convenes a discussion and decision-

making process if any concerns are raised. If the form proposed is envisioned as continuous presence (more than 5 years), a proposal by a Member(s) must be put forward for consultation with and endorsement by the NDC and a decision is required by the CI Supervisory Board. If the form is envisioned as limited engagement, the responsible Member, Candidate or Affiliate communicates the engagement to the NDC and provides regular updates.

**Emergency Response:** See *Section III Chapter 3: Humanitarian Emergency Response* for decision making on responses in places where CI has a presence and in cases where there is no pre-existing presence.

**Transforming:** Any major change to the role and organisational model of an existing form of engagement or representation must be based on a thorough review and plan and communicated to the NDC.

**Exiting:** Exiting any form of engagement where CI has had a continuous presence must be based on a proposal by a Member(s) put forward for consultation with and decision by the NDC, outlining the rationale and plan for responsible exit. The proposal must also be discussed and coordinated with other CARE offices and presences in the region. The CI Secretariat facilitates this consultation, informs the CI Supervisory Board and convenes a discussion and decision-making process if any concerns are raised.

## Chapter 2: Programme and Impact

### 1. Overview of Programme Approaches and Impact

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CARE tackles the underlying causes of poverty, vulnerability and social injustice to bring lasting change to the lives of people living in poverty or affected by humanitarian crises around the world, particularly women and girls. The focus of CARE's programmes is determined by analysing the underlying causes and drivers of change at all levels. This leads us to identify the most impactful course of action in line with CARE's vision, mission and expertise, alongside our partners and allies.

CARE International has a global Program Strategy, which sets impact goals for a specific period of time. The first CARE-wide Programme Strategy was approved in July 2014 for a six-year period, helping CARE to focus on concrete impacts and to unite around a clear purpose. All parts of the organisation are expected to prioritise programmes and investments in line with the Program Strategy, focusing our collective resources, capacities and experience for maximising impact.

As a dual mandate organisation, our programmes include humanitarian action as well as long-term development programmes, all of our work aims to make impact at scale through strategies including advocacy/influence efforts as well as other methods such as engagement with government, the private sector and social movements. They are designed and determined in response to specific contexts in support of the rights of people living in poverty and exclusion, and/or affected by humanitarian crises.

In all of its programmes, CARE works in partnership with a wide range of actors from civil society, government, the private sector and donors. Each of these partners has a critical and complementary role to play.

### 2. Connecting Programmes with CARE's Impact Goals and Global Strategy

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The connections between CARE's global, CI Members, Candidates, Affiliates, sub-regional or country strategies, long-term programmes and projects are central for achieving impact goals and making a significant contribution to tackling poverty and social injustice. Individual projects or other initiatives, funded by one or more donors, should be part of and contribute to CARE's global Programme Strategy. All Member/Affiliate strategies should:

- |  |
|--|
| <ul style="list-style-type: none"><li>A. Include upfront in their plans a reference to the CARE's global Programme Strategy, making clear that this is an agreed starting point for all parts of CI, and thereby highlighting that they are part of a broader whole.</li><li>B. Identify the priority geographical focus area where the Member/Affiliate will seek to contribute towards the realisation of the CARE's impact goals.</li><li>C. Include quantifiable targets linked to the priority outcomes of the CARE Programme Strategy, to show clearly the scale of planned contributions to organisation-wide impact goals.</li><li>D. Work with the CI program structures including the global leads who provide guidance and leadership in these areas to ensure alignment and best practice.</li></ul> |
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### 3. CARE's Approach

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Based on CARE's commitment to the rights of all people to live free from poverty, we promote the empowerment of women and girls, and engage with men and boys, to transform unequal power relationships and address gender inequality. We have a particular emphasis on strengthening the voice of women and girls and enabling them to influence the decisions that affect their lives. We recognise that change needs to take place in both private and public spaces (i.e. at individual, household, community and societal level) and commit to work across these levels.



Central to CARE's approach is also the promotion of inclusive governance as well as resilience, especially in the face of escalating shocks, stresses and an uncertain future. All CARE programs need to embody and demonstrate the approaches. All programmes are expected to carry out a yearly assessment of the extent to which they are transformational on gender equality, inclusive governance and resilience using the CARE International markers. These assessments should then lead to decisions and actions to improve programmes.

#### **4. Program Policies and Standards**

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CARE's programming is carried out within key organisational policies and standards. These include the CARE International Gender Policy, the CARE International Policy on Prevention and Response to Sexual Exploitation and Abuse, the CARE International Safety & Security Standards, and the CARE International Accountability Framework, among others. In addition to these policies, CI has set specific standards for Programme Quality, which apply to all of CARE's programming (including humanitarian response, rehabilitation and long-term development) and all forms of interventions. These standards should be used to guide the work of programme and project designers; as a checklist for approval of project proposals; as a tool for periodic self-appraisal; and as a part of reviews. The emphasis should not only be on enforcement, but also on strengthening capacities and learning.

All programmes, projects and other forms of interventions need to adhere to the following Programme Quality Standards:

- i. Be consistent with the CARE International Programming Principles and Humanitarian Mandate and be clearly linked to the CARE International Programme Strategy.
- ii. Ensure the active participation and influence of the people we serve and other relevant stakeholders in its analysis, design, implementation, monitoring and evaluation processes.
- iii. Carry out an analysis of the needs and rights of the population, and the underlying causes and drivers of change. It should also examine the opportunities and risks inherent in the potential interventions.
- iv. Explain how it will contribute to a significant, achievable and measurable impact upon the lives of the population it serves.
- v. Consistently apply the CARE approach and be, at a minimum, gender sensitive.
- vi. Be technically, environmentally, and socially appropriate, and be based upon CARE's best current practices.
- vii. Demonstrate the appropriateness of costs, in light of the selected strategies and expected outcomes.
- viii. Develop and implement a monitoring and evaluation plan and anticipate how the information will be used for decision making, including regular review and adaptation to changes in the context.
- ix. Generate evidence that is relevant and reliable, and that allows reporting against CARE's impact goals and strategy.
- x. Be informed by and contribute to ongoing learning within and outside of CARE.

#### **5. Monitoring and Evaluation and Impact Reporting**

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CI's approach to Monitoring, Evaluation and Learning (MEL) recognizes that we work in very dynamic and complex contexts, where lasting social change does not follow a linear timeline or a single pathway, where multiple stakeholders interact and influence each other as well as our interventions, and where there are social, economic, structural, environmental and other changes that we must be critically aware of and adapt to. Programmes, projects and other forms of intervention will apply the following MEL standards and adhere to [the CARE Evaluation Policy](#):

- i. Design MEL systems based on a clear theory of change and evidence-needs.

- ii. Have a clear definition of participants and impact groups.
- iii. Define a meaningful and manageable set of quantitative and qualitative indicators and/or questions for impact, outcomes and outputs, and the methods to track them.
- iv. Define the monitoring and evaluation moments and methods for best data quality.
- v. Ensure evidence can be used for learning about how to take solutions to scale.
- vi. Ensure honesty, consent and integrity of all MEL practices and methods, respecting the security and dignity of participants, and assessing gender and power elements when monitoring and evaluating.
- vii. Make evidence accessible and ensure MEL practices are participative and responsive to feedback.
- viii. Use MEL system to continuously read the context and adapt to it.

## Chapter 3: Humanitarian Emergency Response

### 1. Overview of CARE International Humanitarian Response

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Responding to humanitarian emergencies is an essential part of CARE's work to fight poverty and injustice. We recognize that emergencies are often a cause and an effect of poverty and injustice and that humanitarian response is a part of enabling people to realize their rights to live with dignity. In emergencies, CARE responds to save lives, with special attention to the needs of women and girls and the most marginalised. Our humanitarian action includes preparedness and early action, emergency response and recovery, and encourages future resilience and equitable development. Given CI's overall organizational mandate, we have a responsibility as a leader in the humanitarian sector to demonstrate the highest standards of humanitarian work.

CARE's Humanitarian Mandate<sup>7</sup> outlines humanitarian action as a central role and approach for CI's work. This work is coordinated by CEG<sup>8</sup> and supported by emergency management protocols, specific key policy issues, and guidelines and tools provided in the CARE Emergency Toolkit ([www.careemergencytoolkit.org](http://www.careemergencytoolkit.org)). These elements combine to form CARE's internal humanitarian policy framework. This framework is informed by and aligned with international principles, laws and standards for humanitarian action.

### 2. Policy

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CARE monitors all emergencies, especially in countries where there is an existing CARE entity implementing programmes. CARE will respond to:

- All emergencies in areas where CARE programmes are currently being implemented.
- All major emergencies (Type 4) in countries where there is an existing CARE entity.
- In countries where CI has current form of engagement that is prepared for emergency response, CARE will consider responding to major emergencies (Type 3).

There may be exceptional cases where CARE decides to respond in countries where a Member is located with strong local capacity, should the need be significant, and should there be a clear role for CARE to play that will add value to the response.

CARE's humanitarian emergency response will apply globally recognised good practice. CARE's humanitarian emergency response will be based on robust assessment and analysis of the situation of women, girls, boys and men and apply relevant interventions to meet specific needs of each.

CARE's humanitarian assistance will be proportionate to the disaster and will meet the needs of 10% of the affected population in at least one of CARE's core sectors.

### 3. Deciding to Respond

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In emergencies/humanitarian crises decisions must be made promptly. The decisions vary depending on whether CI does or does not have an existing continuous presence or established partnership for humanitarian response in the location of the emergency.

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<sup>7</sup> See Section I Chapter 1: CARE's Identity for CARE's Humanitarian Mandate

<sup>8</sup> CEG carries out several functions on behalf of Members and Affiliates: CEG coordinates CARE's humanitarian action and supports Members and Affiliates, and their partners, in their humanitarian endeavours at both strategic and operational levels.

- In a country where there is an existing continuous presence or established partnership for humanitarian response, the Crisis Coordination Group<sup>9</sup>(CCG), has responsibility to decide whether and how CARE will respond and classify the emergency type. In the event the CCG cannot reach consensus, the CI Humanitarian and Operations Director (HOD), who is responsible for CI's overall response to emergencies, will decide if any is appropriate. Decisions will be made -
  - ⇒ Within 24 to 48 hours after a rapid onset emergency arises.
  - ⇒ As soon as possible in response to early warning or EPP triggers for slowly developing emergencies/humanitarian crises.
  - ⇒ Within 24 to 48 hours after a spike or a critical event during a chronic humanitarian crisis.
- In a country where there is no existing continuous presence or established partnership for humanitarian response, and there is an emergency at the scale/need as defined in Protocol A2<sup>10</sup>, CEG will convene an Emergency Response Working Group (ERWG) discussion to determine a) if CARE should assess/ respond and b) if there is an interested Member to assume responsibility for CI's legal registration in the country and establishment and management of CARE's operations and emergency response. If ERWG recommends an assessment and or response and there is an interested Member or Affiliate/s, the CI CEO/ Secretary General, in consultation with the NDC, within 24 hours will appoint a Member or Affiliate<sup>11</sup> to lead and manage the response. Decisions will be made as soon as there is enough information about the emergency.

The decision as to whether CARE will respond is based on:

- the humanitarian need - total number of people affected/percentage of the population, number of people/percentage of the population severely affected, and amount and extent of physical damage; and
- the humanitarian response service gap - the scale of the gap between needs and local capacities (outside CARE) to respond.

#### **4. Type of Emergency**

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Depending on the location, humanitarian need and service gap the CARE emergency type is classified as below:

- **Type 1. Small to medium scale emergency in a country where there is an existing continuous presence or established partnership for humanitarian response.** The humanitarian response service gap (local non – CARE capacity to respond) is manageable and local capacities can meet the needs.
- **Type 2. Large scale emergency in a country where there is an existing continuous presence or established partnership for humanitarian response.** There are large numbers of people affected, significant physical damage and significant service gaps. The humanitarian response service gap (local non – CARE capacity to respond) is high and local capacity is not able to meet the needs.
- **Type 3. Major emergency in a country where there is no existing continuous presence or established partnership for humanitarian response.** There are large numbers of people severely

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<sup>9</sup> The CCG comprises of the CD/National Director, direct line manager (if appropriate), Emergency Director of LM (if appropriate), CI Humanitarian and Operations Director, CI Head of Emergency Operations, CI Regional Humanitarian Coordinator.

<sup>10</sup> For Protocol A2 and other emergency protocols refer to CARE Emergency Toolkit ([www.careemergencytoolkit.org](http://www.careemergencytoolkit.org))

<sup>11</sup> For a complex emergency the Member commitment should be for a minimum of 3 – 5 years.

affected and extensive physical damage. The humanitarian response service gap (local non – CARE capacity to respond) is extensive and local capacity is significantly overwhelmed<sup>12</sup>.

- **Type 4. Major emergency in a country where there is an existing continuous presence or established partnership for humanitarian response.** There are very large numbers of people significantly affected, extensive infrastructural damage with radical implications for the nature of CARE’s programming in the country. The humanitarian response service gap (local non – CARE capacity to respond) is extensive and local capacity is significantly overwhelmed.

## **5. Declaring a ‘Corporate’ Emergency**

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The Secretary General will decide in consultation with the National Directors Committee (NDC) to respond, if an emergency is declared corporate following a recommendation from the CI HOD. The decision will be made within 24 hours maximum of the recommendation.

Corporate emergencies are likely to be rapid onset ‘mega’ emergencies with limited warning and very significant impact on populations or sustained large complex crises which have peaked or may peak in the future (e.g. droughts). A corporate emergency will be declared when there is a type 3 or type 4 emergency and there is significant need for ‘membership wide, time bound support’ to the Country Office – to support start-up or scale-up in capacity, fundraising, advocacy and media coverage.

## **Strategic Issues for how CARE will Respond**

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In the event CARE decides to respond to an emergency, key decisions must be made quickly in order to provide timely relief. The CCG will determine:

- key interventions and overall strategy
- CARE’s fundraising target
- who will carry out the response (CARE directly, CARE directly with a partner, or another group with support from CARE)
- key policy and advocacy issues
- people, equipment and initial emergency response funds required from CI
- how information will be shared: frequency of sitreps, communication line

The CO, Member or Affiliate, or partners need not wait for these decisions before they start assessing needs or taking action to save lives. In a country where there is no existing CARE entity, key issues will be decided by the CCG once a Member or Affiliate has been appointed.

For all further details to support an emergency response, including CARE International emergency protocols, guidelines and tools relating to management, programme/staffing support and core sectors, please refer to the CARE Emergency Toolkit ([www.careemergencytoolkit.org](http://www.careemergencytoolkit.org)).

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<sup>12</sup> In exceptional cases a decision to assess and respond may be taken by the CCG in a country where there is no existing CARE entity even if the criteria of more than 1,000,000 affected is not reached. In such cases a Member will need to be willing to rapidly establish a temporary for humanitarian response.

## Chapter 4: Donor Access, Relations and Fundraising (Under Development)<sup>1314</sup>

### Introduction and Purpose

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This section outlines the guiding principles and approaches and rules of engagement to fundraising at CARE International. This internal agreement also defines the roles and responsibilities of various entities within the CI Confederation to develop and maintain successful relationships with donors. (Donors relevant to CARE International are: Major Donors, Trusts and Foundations, Individual Supporters, Corporations, Own Government, European Commission, Multilateral Global and Regional Donors.)

### Fundraising Approach

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- It is the responsibility of members to maximise funds raised for CARE's programmes and to maintain a balanced funding portfolio which supports long term sustainability for Members and Country Offices plus a mix of unrestricted to restricted income.
- CI members should raise funds for the whole of CARE's work and present global CARE to donors and maximise opportunities with that donor where possible in line with donor strategies and priorities.
- CI members and COs should follow global guidelines and best practice resources and monitor and improve performance based on agreed global KPIs. (See Global Growth Framework)
- We will vigorously seek funds from a diverse mix of public funders and private supporters so that we can continue to independently pursue our Programme Strategy and deliver where the need is greatest.
- We will be accountable to the highest standards of trust, honesty and transparency in our dealings with partners and supporters.
- We will showcase CARE's programmes from our global international portfolio, ensuring we use the most compelling stories from our work that we can share commonly and will raise the most funds.
- We will use insights and analysis to make evidence-based decisions, using a test and learn methodology.
- We will invest in and embrace innovation through agile working and digital opportunities.
- We will work collaboratively to maximise our fundraising investments.
- We will respect and include our supporters and funders as key partners in CARE, giving a truly responsive service that puts them at the heart of our organisation.

### Rules of Engagement

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- All CARE Members and Affiliates are guided by the CI Member Donor Access and Management protocol, which guides donor access regulations amongst the membership in the case where one member is the primary relationship manager of a donor and another member or affiliate is the implementer. See *Annex I: CI Member Donor Access and Management: Input and Final Protocol in Section III: Chapter 4.*

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<sup>13</sup> Input has been incorporated from All Fundraising Directors and Programme Directors, with several of the annexes on specific donors still being developed. Each annex indicates which are complete and which are still under development. Will be ready for NDC review in early FY19.

<sup>14</sup> Annexes II, III, IV, VII and VIII in this chapter are still under development.

- If a donor is headquartered in a member's country, then they are responsible for the management of that relationship. The CARE Secretariat is responsible for Switzerland. If another CARE entity is pursuing an opportunity with this donor, they must coordinate with this member before any activity is agreed upon. Ideally the two CARE offices should work together to maximise engagement for CARE. Country Offices must work through their Lead Member but with their Lead Member permission could work with another interested member on an opportunity.
- If the potential partner is based in a country that is not part of CARE's presence, then permission needs to be sought from the Secretariat to pursue and the requesting office must be able to demonstrate that they can effectively manage this relationship.
- If the potential engagement has implications for more than one CARE office (e.g. funding for, or collaboration on, a programme that will be implemented in more than one country), colleagues in the relevant CARE offices must be consulted during the due diligence process.
- All our fundraising should uphold the communications and brand standards, guidelines, protocol documents.
- The LM is responsible for ensuring that the CO has adequate project monitoring and reporting systems in place. The LM itself should undertake regular monitoring visits to the CO and its projects or otherwise provide appropriate management oversight.
- In addition to monitoring, the LM is accountable for the CO's timely preparation of regular reports on all projects corresponding to donor requirements. CARE Members will advise the CO of all donor regulations and reporting requirements. The CO is then required to prepare such reports in keeping with these donor requirements and detail this in an IPIA.
- CI Members are responsible for acquiring and making available to COs complete information and reference documentation on donor regulations and requirements and for advising and interpreting these donor regulations and requirements for COs and any other members involved.
- CI Members are responsible for monitoring and assisting the CO and other participating Members with compliance with donor regulations and requirements, drawing attention to any instances of non-compliance that the CI Member becomes aware of.
- If an emergency is classified as a type four Emergency then all CI members are required to raise money for it.
- All CARE entities should actively share data on fundraising trends, performance, successes and challenges within the confederation.
- *[NEW]*: Donations acceptance guidance: CARE should never accept a donation or enter into a partnership that will result in:
  - Anticipated negative impact on our organisational mission (from household to community to national and global levels).
  - Unacceptable risk to CARE's brand and/or reputation (not only sectors, individuals or companies at odds CARE's objectives, but also those who contradict priorities set out in the Global Programme Strategy).
  - Unacceptable financial risk
  - Unacceptable risk of low returns on investment of CARE's time, energy, and resources
  - A breach of our ethics statement *[link to our ethics statement to be added]*

## **Annex I: CI Member Donor Access and Management: Input and Final Protocol**

*With NDC Review Incorporated, Final Version April 2018*

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### **Background**

CARE has been exploring and proposing changes to key donor access issues as part of CARE's broader governance reform process. This is a key piece given the growing diversity of new forms of presence, membership and partnerships - and in light of changing donor trends and opportunities. This issue has been advanced over the past two years by:

- Raising the topic with the former Board as one of the key Strategic Issues for Governance Reform in a thought piece in 2015, which subsequently initiated discussions;
- Conducting a survey in February 2017 to begin to understand the range of approaches and perspectives, which all CI Members and several new affiliates completed;
- Discussing with the Supervisory Board in April 2017, which has asked for regular progress updates and identified it as a key area for NDC attention and decision;
- Tasking a small group of National Directors or their senior delegates (CARE Peru, CARE India, CARE USA, CARE Canada, CARE Australia, CARE Norway, convened by the CI Secretariat) to distil and summarise the findings and propose a way forward, which the NDC discussed in their June 2017 meeting in Oslo;
- Emerging from the meeting with the task force requested to turn the recommendations into a concrete proposal for decision, which the NDC agreed to make at their November 2017 meeting;
- Working with the task force to consult with key stakeholders and capture current donor practices and document a set of case studies, identify learning, and propose a set of guiding principles and protocol;
- Submitting these recommendations for NDC decision in November 2017. The NDC endorsed the recommendations, but also asked the task force to revert back with some further information, specifically on:
  1. **Candidates transitioning to membership and affiliates**<sup>15</sup> - Clarifying what applies at what point.
  2. **Match funding** - Clarifying how this will be set up to take match funding into consideration, which has also been expanded in discussions with technical experts to include pre-financing considerations.
  3. **Monitoring and accountability** – Defining ways to develop a body of precedents and good practices, assess the extent to which changes are being made in line with our principles, and enable us to identify issues, gaps and flag further changes required as we go.

To take this forward, the task force held several targeted consultations with subject matter experts and convened a webinar with point people across the confederation (primarily a mix of Finance Directors, compliance and programme/ops heads). The input received is summarised below.

Based on the consultations, **an updated version of the final protocol was reviewed by the NDC in March 2018, with final input incorporated. The final version is included in Annex A: Final Protocol of Section III: Chapter 4, to go into effect as of July 2018 (start of FY19).**

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<sup>15</sup> Note that the terminology of Members, Candidates and Affiliates are the member types currently agreed to by the CI Governance and Nominations Committee. The protocol has been updated to reflect these terms.



The cases and learning captured can be found in *Annex B: Current Cases, Learning and Supporting Resources of Section III: Chapter 4*, as well as key resources to help roll out including an emerging set of Q&As that have been developed as questions have been raised from senior staff.

### Summary of Input

Specific input on the above elements have been incorporated into the revised protocol. The *question of cash match funding has been the most perplexing to teams and will need to be specifically monitored as we go*. Suggestions about how to approach it currently are incorporated, but teams also ask that we consider piloting new approaches. They note that resources for cash matches (and also pre-financing) are tight across CARE, and that it would be helpful to consider pooling match funds for strategic projects.

Teams have raised some additional concerns that are useful for National Directors' consideration:

- There remains a good deal of *confusion amongst teams about who this applies to*. It is critical to ensure staff do not think this discussion applies to COs, but to frame any reference to 'donor access' discussions as changing how CI Members, Candidates and Affiliates access and manage donors. The intent is to specifically address the imbalances of the past between those CI Members based in the Global South without a historical donor base and those based in the Global North who have a historical primary relationship manager role.
- There is a *concern about some of the mindsets and behaviours of some of the staff in the Global North members*, who hold assumptions about lower levels of capacity in members in the Global South. As with any partner relationship, a clear due diligence process must be applied combined with an intentional approach to understanding capacity levels and experience, supporting to fill gaps, and acknowledging existing strengths.
- Additionally, *some of the point people did not think that this protocol applied to them*, because of their 'type' of donors/funding sources. *It will be important to clarify that this applies to all members*, and to all donors/types of contracts held between members and transitioning entities.
- Point people have emphasised that *strong leadership from NDs to communicate the case and vision for change as well as the expectation to behave accordingly will be required* to get their teams on board and prioritise this protocol.
- *One major concern raised is the inclination for a number of primary relationship holders to try to 'get around' the spirit of the protocol by building in costs in other ways*. Specific tactics discussed include giving a small share of ICR but increasing the amount of staff costs in global north members built in to the direct cost budget, even if their roles are not requested or seen as necessary by members in the Global South; or decreasing the amount of opportunities that we seek in the countries where this applies and opting to go primarily with country offices where higher percentages of ICR can be retained, etc.
- *Many point people have requested a 'tighter' protocol, that the protocol discussed by the NDC was too broad, and left too much room for case by case interpretation and negotiation*, which all want to avoid. The task force had advised to keep broader at this point in time, given the wide range of donor and contract types that we all have. But to address these concerns, some of the areas in the protocol that staff found confusing have been further defined, and further clarifications provided in the accompanying Q&A in *Annex B: Current Cases, Learning and Supporting Resources of Section III: Chapter 4*.

## Next Steps for National Directors

To support teams to understand the new protocol and start behaving accordingly, point people recommend that their National Directors immediately:

1. Communicate the final draft of the protocol in *Annex A: Final Protocol of Section III: Chapter 4* with your teams, including expectations about putting the new protocol into place as of July 1 (drawing on the resources in *Annex B: Current Cases, Learning and Supporting Resources of Section III: Chapter 4* for your messaging), encouraging teams to understand and commit to being led by the core principles agreed to. This is a major mindset and behaviour shift, and will take time, and needs to be actively encouraged and cultivated by leaders across the organisation.
2. Ensure teams are holding discussions and orienting staff in different functions and levels who need to be aware of the changes and which countries/contracts it will apply to. Encourage teams to begin defining concrete implications to different donors - which will vary by member and by donor type.
3. Start holding focused discussions where relevant amongst current members and those transitioning on upcoming opportunities and identifying potential new ones, discussing roles of each party and the 'tiers' in which cost sharing would fall, to minimise last minute negotiations.
4. Assess the impact on revenue projections for FY19 and subsequent years, both with regard to;
  - a. Funding shifting to global south members/affiliates as they increasingly become contract holders, and
  - b. Unrestricted revenue from indirect cost recovery

Moreover, over the next 6 months to a year, additional recommendations include:

5. Build the considerations about growing need for cash matches and links to new member aspirations into the review of the revolving loan fund currently underway by the CI Finance Directors, and consider any other innovative approaches to pilot; and
6. Begin discussing overall implications of CARE's diversification aspirations on the current roles and set-ups of CARE members in the global north and overall organisational business model considerations, for which this process helps raise awareness and sense of urgency. These considerations will be integrated into discussions about broader implications of diversification and strategic directions beyond 2020.

Please be in touch with further questions or ideas that emerge, and how discussions are unfolding. As we will continue to build our body of precedence, please encourage teams to share cases and templates as we go.

## Annex A: Final Protocol

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**Purpose:** The aim of this protocol is to ensure a level of consistency, equity and quality between all types of CI Members (Members, Candidates and Affiliates) in accessing and managing donor relations, while remaining flexible enough to accommodate the diversity of donors and opportunities available to CARE.

**Scope:** This protocol applies to all CI Members and Affiliates for all contracts<sup>16</sup>. It also applies to Candidates transitioning to membership (“Candidates”) once they are registered as an independent legal entity and have their governance structure in place.

### Guiding Principles

Our ways of working will be guided by the below principles, which will be assessed as we go by the perspective of all parties to help hold us accountable for our behaviours.

1. A diverse global organisation made up of strong, capable, value-adding Members, Candidates, and Affiliates - **working in true partnership and accountable to one another** - is in the interest of all of CARE. The approach to funding arrangements must enable such an organisation.
2. CARE seeks to optimize access to funding and management of donor relationships. **Broadening entry points for donors** will maximize funding opportunities and amplify the impact of those resources.
3. **Every CI Member, Candidate and Affiliate acts on behalf of, and represents, the global organization in relationships with donors.** Those with a primary relationship manager role are responsible for acting as stewards and facilitating broad access. No party exclusively “owns” such relationships but acts to advance and protect the interests of the global organization and its mission with that donor.
4. **Cost recovery is based on the value added** by the different parties to the contract, not by geographical location or traditional access points.
5. CARE acknowledges the power and financial imbalances in the global development system, and that our organisational model is a product of this system. **We commit to investing in the organisational development of our Members, Candidates, and Affiliates** who are most affected by these imbalances. This includes sharing costs as well as facilitating their direct access to funding when possible.

### Agreements

Approaches amongst the membership to accessing and managing donor relationships are built on the basis of the below agreements:

1. All Members, Candidates, and Affiliates, that are registered in their country as legal entities, are independent organisations that have overhead operating costs that need to be covered, whether they implement programmes or not. ICR<sup>17</sup> generates unrestricted revenue and is the mechanism

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<sup>16</sup> In this document the term “contract” is used to simplify language. It can be substituted by all types of funding agreements such as award, cooperative agreement, grant, sub-grant, sub-contract, contribution, etc.

<sup>17</sup> **Definitions:** Indirect costs: Costs incurred by all Members and Affiliates to provide programmatic oversight and general management services that cannot be directly identified with a single grant or contract. Indirect Cost Recovery: Indirect costs are recovered to the extent possible by applying a fixed overhead rate negotiated with the donors to the total direct costs incurred by CARE when implementing a grant or contract. Shared Program Costs (SPC): A method used by Country Offices to allocate support services costs that are necessary to implement a grant or contract and are cost-effective when purchased jointly and shared fairly by all grants or contracts rather than individually by each grant or contract. These costs include personnel and the costs of office space and related utilities and other reasonable operating costs associated with these support services. SPC are an integral part of CARE’s direct costs. Refer to CI Shared Programme Cost Policy.

to cover indirect costs; however, the Member that earns the ICR can use it for whatever it deems most appropriate.

2. CARE identifies primary relationship managers for key donors, who are responsible to facilitate access on behalf of the whole of CI. This is not an “ownership” role, but rather one that is designed to facilitate and maximise opportunities on behalf of the broader CI. The role of the primary relationship manager is to:

- Promote, enhance and protect the CI brand, and ensure due diligence to mitigate any reputational risk;
- Actively maintain a relationship with the donor and represent CARE;
- Serve as a source of knowledge and maintain information about donor strategies, policies, and opportunities, including compliance with donor regulations, cost recovery, including Indirect Cost Rates accepted and/or that CARE wants to consistently use;
- Communicate with, and provide advice to, interested parties;
- Assist with the development of competitive proposals for the donor audience, when appropriate;
- Track information about CARE’s overall engagement with the donor;
- Monitor donor compliance, in particular as it impacts the primary relationship manager and CARE’s overall relationship with that donor, and work with other parts of CARE if and when corrective action is needed;
- Facilitate connections with the donor and other parts of CI, including working with newer Members, Candidates and Affiliates to position themselves to develop and implement successful projects with the donor;
- Influence donor strategies, policies, approaches and ways of working as needed.

3. Contracts will be held according to the following:

a. For each global or regional opportunity that emerges from a donor with an existing primary relationship manager, the “contract holder” should be determined by assessing:

1. Where is funding held (donor capital or mission; local subsidiary of a multinational?)
2. Who negotiates the contract?
3. What does the donor want?
4. What is the value added of each CARE party?
5. What is the level of experience with donor management on similar contracts?
6. Is a cash match being provided and by whom?
7. Who holds the liabilities?

When it is deemed possible in line with the above considerations, the priority should be given to having the CI Member or Affiliate who is implementing the programme to be the contract holder as often as possible.

b. CI Members or Affiliates based within a specific region should be contract holders for relevant regional calls within that region when their bylaws/articles of incorporation and local regulations permit and when they express interest and have the required capacity and experience, in coordination with primary relationship managers and any other relevant parties.

c. For opportunities that are limited for competition to local/in country entities, the Member or Affiliate in that country accesses funding directly and is the contract holder. They have the responsibility to contact the primary relationship manager for the donor and share information prior to application and during implementation through closeout, so that the global portfolio

of CARE's work with that donor can reflect the contract. It is anticipated that they will seek the expertise of the primary relationship manager in cases where they do not have a proven track record with the donor and/or for large funding opportunities, to most competitively position CARE to win and successfully implement the grant.

- d. Where no prior partnership/primary relationship manager exists, agreements are negotiated directly by the Member or Affiliate accessing the opportunity. They have the responsibility to share information with other parts of CARE where there may be a geographical headquarters connection, to ensure there is no potential reputational risk (due diligence about the donor) and for knowledge management, advocacy, networking and branding purposes.
  - e. For Candidates transitioning to membership, all of the above applies once they are established as independent legal entities and have the required organisational capacity and demonstrated experience. Building the capacity required to hold their own contracts should be a specific part of their transition plans.
4. Indirect cost recovery on a contract will be determined as follows:
- a. When the Member, Candidate or Affiliate implementing the program in their country is also the contract holder, the total ICR goes to them<sup>18</sup>. Any technical or management support desired from another part of CI will be requested by the contract holder and the 'fee' for service negotiated on a case-by-case basis (depending on type of support, donor regulations, etc.). It could either be provided by other CI Members or Affiliates to invest in peer capacity building or paid for either as budgeted direct program costs or if the contract holder decides to allocate some of the ICR to cover it (e.g. for support with proposal writing, compliance monitoring, etc).
  - b. In the case of a contract with more than one CARE party involved, they jointly determine how to cover ICR for all parties to the contract. The preferred practice is for both parties to include their indirect costs. In cases where a donor does not allow this, an arrangement for sharing through allowable sources is mutually agreed upon. When the primary relationship manager is the contract holder, their ICR should be included in the proposal budget and alternative arrangements made to cover the costs of the other party involved. The method of covering these costs should be agreed during the go/no-go process. If full indirect cost recovery for both the contract holder and the implementing member/affiliate is not feasible, the below parameters should be used to agree on the allocation of indirect costs:
    - We will aspire to having half to two-thirds of the ICR going to the CI Member or Affiliate implementing the programme when they are not holding the contract.
    - The capacity of Candidates to hold contracts will need to be built in over time based on donor experience and levels of reserves being built up, and the ICR share should reflect this. Current CI Members have the responsibility to help build the grants, contracts and relationship management capacity of their colleagues in newer entities, working with each in light of the level of experience with various donor and contract types and increasing levels of trust and responsibility over time so that eventually they can successfully hold that donor's contracts when relevant. A minimum of 2%-3% should be shared to start building that capacity, which should increase over time and/or based on level of experience of the candidate with a specific donor type.

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<sup>18</sup> In CARE's current configuration, this would be framed as Global South members. In the future, however, it may be that we have more members from different parts of the world who implement programmes in their national contexts.

- For any contract under the threshold of 150,000 USD, the ICR should fully go to the implementing CI Member, Candidate or Affiliate even if they are not the contract holder to help reduce the level of effort and negotiations over small amounts.
  - The final agreement on percentages of ICR should be based on the value added and roles played by the different parties to the contract, using the below tiers as guidance:
    - Tier 1: Light touch' contract holder, with the CI Member solely playing primary relationship manager roles with the donor. A flat rate of 2 -3% of the total awarded amount should cover costs associated with this role.
    - Tier 2: Relationship management role plus additional value-added roles requested. If the relationship manager is agreed by all parties to also have other roles to play that do not make sense to build into the direct cost budget, an increase in the share based on the role can be negotiated up to half of the ICR. This can include roles such as contributing broader learning, knowledge management and global scale up support, or providing capacity accompaniment in a specific area such as communications, impact measurement, advocacy etc.
    - Tier 3: Most intensive level of contract management required, closest to the traditional role with COs but with an intentional capacity accompaniment intent to help move towards Tier 2. This will be rare and will likely primarily apply with Candidates transitioning to membership before their capacity with a certain type of donor contract or adequate levels of reserves are built up. Closer to 2/3 ICR will go to the contract holder in this instance, noting that the minimum level of ICR share in any case should be no less than 2% for the other party to the contract.
  - When a cash match is required, the CI Member holding the risk of a cash obligation may build that consideration into the tiers above and reduce the percentage of ICR share agreed to.
5. Proactive communication and regular two-way information sharing amongst any interested party is required, so that in each market CARE can leverage potential future opportunities and enhance positioning. This includes local calls for institutional donors where there is an existing primary relationship manager, when a new donor is accessed that has offices located in another member's country, and any other opportunity where there is the possibility of links with another CI member, including possible diaspora links. Primary relationship managers are responsible for proactively sharing donor plans, priorities and long-term strategies and facilitating 'introductions.'

### **Monitoring Process**

Monitoring will be critical to help track overall financial implications and adjust as needed. Specifically tracking emerging cases will help create a body of practice and precedent that we can collectively build on. To support this process, we are creating and regularly updating a case log to document cases from across the membership, noting contract holder arrangements in place, roles and outcomes. We will also be tracking perspectives on how well all parts of CARE are adhering and upholding the principles.

The Secretariat will provide an annual update to enable the NDC to assess and monitor progress, identify and address gaps and/or challenges, hold up specific concerns and capitalize on emerging opportunities. We recognise that in many ways we are still looking at things in this point in time. This protocol will need to evolve regularly as donor trends and the nature of our organisational set-up evolves.

## **Escalation Process**

In the case of a conflict or an unduly protracted negotiation, the first point of escalation will be to the relevant National Directors involved. If the dispute cannot be resolved between the NDs within a reasonable period of time, it can be raised to the CI Secretariat for mediation. The Secretariat may determine to convene a small dispute committee relevant to the topic to review the issue and provide a recommended solution or take other agreed upon approaches to resolve the issue.

## **Annex B: Current Cases, Learning and Supporting Resources**

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Below are a set of resources to support teams across CI to implement the protocol. They are currently stored on [this dropbox folder](#) until the full package of Office 365 is rolled out CARE-wide.

1. CI Member Donor Access and Management Protocol Q&A – A set of emerging questions and answers that we will build on as questions, issues and good practices arise, based initially on the questions raised from senior staff across the organisation.
2. Case Studies and Learning – The summary of key learning and set of cases compiled by the task force, which were used to inform the development of this protocol.
3. A sample communication to teams from CI UK, which can be useful for adapting.
4. Sample Bilateral Donor Agreements – As sample agreements and MoUs are developed, they will be stored here.

## **Annex II: Policy for Engaging in Private Fundraising Activities in Countries with No CI Presence**

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*Using the existing wording in the CARE Code*

## **Annex III: Sources of Funding and Specific Considerations to Donor Type: Governmental Donors/ Institutional Donors**

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*All members were contacted and the following countries have volunteered staff to re-write the existing material in the CARE Code and update it: CARE Canada, UK, India and Norway. This working group will be writing this up and then consulting with Programme Directors and Country Directors in the next two months. We are working towards a deadline of September 2018 for this work to be completed.*

## **Annex IV: Multilateral Donors (Defined as UN Organisations and Development Banks)**

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*Recommendations paper to be presented for agreement at the next National Directors Meeting in June 2018.*



## **Annex V: European Commission**

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CARE's global relationship with the European Commission (EC) is jointly managed by European CARE Member Partners (EU CMPs) and the CI Secretariat European Union (EU) Office in Brussels. Members who implement programmes in their own country, Candidates, Affiliates and Country Offices (COs) also play a role at country level to develop and maintain in-country donor relationships.

EC development funds are accessed through EU CAREs, except in countries with Members who implement programmes in their own country. As such, EU CMPs enter into EU funding agreements on behalf of CARE both as Lead Applicants and co-applicants in a consortium. Calls for proposals/funding opportunities must be referred to the CI EU Office in Brussels for a Go/No-go decision. However, it is ultimately the responsibility of the EU CIM acting as CMP to ensure the eligibility of any concerned CO for a given EU funding opportunity and to apply guidelines accordingly. For full guidance on EU eligibility, please refer to the EU eligibility guidelines (*SharePoint hyperlink to be added*).

EC development funding includes funding from DEVCO, DG NEAR, DG Home, other EC Directorate Generals, Trust Funds managed by DEVCO, and other pooled funds that are managed by the EC.

### **Global Coordination**

The CI Secretariat EU office manages and coordinates CARE's global relationship with the EU and its donor agency, the European Commission.

The CI Secretariat will support and promote the EU CAREs and Members, Candidates and Affiliates in accessing EU funding and exercising their responsibilities towards the EU as primary relationship managers or CARE International representatives respectively. It will also assist the entire CARE Confederation in taking account of EU opportunities, engaging strategically with the EU, and facilitating coordination and outreach through appropriate channels.

CARE's EU policies and initiatives need to be carefully coordinated to avoid duplication, and to reinforce CARE's professionalism and credibility in dealing with the European Union. The CI Secretariat, in collaboration with EU CAREs, facilitates the coordination of EC funding applications within CARE through the European Coordination Mechanism (ECM) for development funding opportunities and the CI ECHO matrix for ECHO funds.

Final arbitration of any disputes between CMPs on EC funding are handled by the Secretariat as follows: CI Deputy Secretary General for EC development funds and CI Humanitarian and Operations Director for ECHO.

### **European Oversight Committee**

In view of the requirement for a high level of policy and programming coordination, a European Oversight Committee (EOC) was established by EU CARE National Directors. The EOC members include three EU CMP NDs (on a rotating basis), the CI SDG, and the CI EU Representative and Head of Office. The EOC is

convened by its chairperson (an EU ND elected by their peers) whenever necessary, but at least once a year.

In all circumstances, on all occasions, and at all levels, the CI Secretariat EU Office in Brussels should be kept fully advised of communications and initiatives with the European Union. In this way, cohesion and funding will be maximised, in the best interests of the entire CARE network and avoiding duplication and overlap.

### **CARE Members based in Europe**

Approaches to the EU for development funds are to be made through the EU CAREs, who will endeavour to accommodate the wishes of non-EU CAREs. The Secretariat will help in the coordination of these approaches and accessing EU funding opportunities through the European Coordination Mechanism (ECM). It is the particular responsibility of the EU CMP to provide full support to CARE International COs in following up viable project funding identified by the CO or the Secretariat from the EU.

With all development projects, the EU CMPs, when approached by other Members of the CARE family, will retain the prerogative to make programme judgements based on their own respective criteria (i.e.: other priorities, nature and quality of programme proposal, available resources, co-funding, etc).

The EU CAREs are also at the forefront of accessing emergency funds from ECHO (the European Community Humanitarian Office), with whom they are eligible to have framework agreements. Only CMPs who are ECHO-FPA holders have the right to access ECHO funding, based on the agreed ECHO matrix. To be fully ECHO-compliant, COs that are not managed by an EU Lead Member must be included in all ECHO proposals as Implementing Partners.

Access to EC development funding by CARE Members, Candidates and Affiliates is governed by the CI Member Donor Access protocol (See *Annex I: CI Member Donor Access and Management: Input and Final Protocol* in *Section III: Chapter 4*)

### **CARE Country Offices**

Relations with the EU Delegations and ECHO representatives at the individual country level will be developed and maintained by the CO. With the support of CARE European members, COs are encouraged to undertake relevant donor development activities, as outlined in the terms of reference for the ECM and ECHO matrix (*SharePoint hyperlink to be added*).

For support of development programming, if the LM is not a European CIM, Members who implement programmes in their own country, Candidate or Affiliate, the Country Director liaises with a European CMP directly or through the Secretariat concerning any EC funding and issues of mutual interest. In emergencies, approaches will be made through ECHO Framework Partners, with CO support at country level. Existing European coordination mechanisms, for both emergency and development funding, must be applied (see ECM and ECHO TOR, as above).

The CI Secretariat and EU CMP European Coordinating Partners or Focal Points (ECP or EFP, as per the ECM) should be kept advised of all Country Office initiatives involving the EU. The ECP or EFP will in turn, keep other EU CMPs informed.

The support of the local EU Delegation and ECHO Representative is crucial to position CARE for strategic EC funding opportunities, and this relationship should be carefully nurtured.

**EU Trust Funds and other Pooled funds:**

EU Trust funds and pooled funds can be accessed by CIMs depending on the contracting rules applied by the managing agency. For instance:

- if the managing agency is from a CIM country and is applying national contracting rules, then that member has priority access
- If the managing agency is from a CIM country and applying EU contracting rules or if the agency is the EU, then normal EU Coordination Mechanism applies
- If the managing agency is a multilateral (i.e. World Bank, UN...) and is applying the agency contracting rules, then the CO or locally based CIM, Candidate or Affiliate has priority access

**CARE International Global Guidelines on Engagement with the Private Sector**

***Approved February 2017***

**1. Introduction – CARE International<sup>19</sup>'s Overall Approach**

*“The private sector is increasingly a major player for development and international trade flows, and global supply chains are among their central concerns. While the growing role of the private sector brings new resources to tackling poverty, it also poses significant challenges. It is essential to ensure that poor people benefit economically, socially and environmentally from economic growth.”* CARE 2020 Program Strategy, 2014.

As one of the world’s leading humanitarian and development INGOs, CARE engages with the private sector because many global challenges are cross sector and require a shared approach. By pooling expertise, reach and influence and working to shared objectives we can create positive development outcomes for those living in poverty. We believe a responsible and accountable private sector, with whom we share a collective world view and complimentary values, can contribute to economic growth, generate employment opportunities and drive innovation.

This area of our work is growing and we need to maintain our reputation for expertise, innovation and integrity in collaborating with the private sector in order to meet our objectives of achieving:

- Lasting positive impact for poor communities.
- Greater influence on the behaviour of global business and markets.
- Increased investment for CARE’s poverty-fighting work.

However, clearly with high opportunities come high risks and irresponsible business practices or weak regulation can trap people in a cycle of poverty. Therefore, CARE works to challenge market systems to be more inclusive, improve policies and practices and come up with innovative solutions that provide practical means to address the needs of poor women, girls and their communities.

To be responsible, the private sector must enter into dialogue with its stakeholders and actively address the social, environmental, ethical and human rights impacts of their businesses, in alignment with internationally agreed standards and principles for responsible business such as the United Nations Guiding Principles on Business and Human Rights (UNGPs)<sup>20</sup> and the Organisation for Economic Co-operation and Development (OECD)<sup>21</sup>. The UN has also developed a set of Women’s Economic Empowerment principles which should be adhered to.<sup>22</sup>

**2. Purpose of Guidelines**

CARE must deliver a co-ordinated engagement approach in a world where partnerships and brand reputation are not limited by national geography. Therefore, these guidelines have been developed to

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<sup>19</sup> In the document we refer to ‘CARE’ which is used as a shortened version of CARE International and refers to all parts of CARE that have come together as the global CARE confederation.

<sup>20</sup> [http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR\\_EN.pdf](http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf)

<sup>21</sup> <https://www.oecd.org/corporate/principles-corporate-governance.htm>

<sup>22</sup> <http://www.weprinciples.org/>

support a global approach that will enable CARE to take advantage of opportunities; mitigate risk and provide better global coordination of our corporate engagement activities.

These guidelines are intended to be used by all CARE staff, Board members and volunteers involved in engagement decisions with the private sector, regardless of position or geography. CARE Offices are responsible for ensuring that new staff and volunteers are made aware of these Guidelines.

### **3. Scope of the Guidelines**

The scope of these guidelines extends to all partnerships and engagement with the private sector or 'business' but does not cover procurement which is already dealt with through specific guidelines. These guidelines apply to all CARE offices<sup>23</sup> (Members, Country Offices, Regional Units, Secretariat). Key elements of these guidelines may apply to Affiliates as determined in their specific Affiliation Agreements. Candidates are responsible for working towards complying with these guidelines as defined in their Transition Agreements. Depending on resource and strategic intent, offices may define and adopt more sophisticated, or stricter, guidelines or internal processes to supplement the minimum requirements outlined. Country Offices and Regions would follow authorisation procedures as usual through their Lead Member but these guidelines work across the CARE world so that we have a global approach.

### **4. Minimum Standards of Engagement**

Any engagement or potential partnership with business should be considered carefully and in line with our objectives and due diligence process. Where a relationship will involve working with a Country Office or other CARE Member, Candidate or Affiliate, this must be discussed and agreed early on in the consideration process. CARE should never enter into a private sector engagement that will result in:

- Anticipated negative impact on our organisational mission (from household and community to national and global levels).
- Unacceptable risk to our brand and/or reputation (not only sectors and companies at odds with CARE's mission, but also those who contradict priorities set out in the 2020 Program Strategy).
- Unacceptable financial risk.
- Unacceptable risk of low returns on investment of CARE's time, energy and money.

In any relationship, CARE's independence must be protected, retaining the right to disagree or publicly criticise companies with whom we engage. Where our relationship is formally documented or contracted, the Memorandum of Understanding/contract should contain a clause to this effect.

### **5. Other Key Considerations**

CARE will not endorse any product(s) or provide guarantees or preferences for procuring a company's product(s). Nor will CARE agree to wide-ranging exclusivity deals with any company, group of companies, or industry. There are occasions where an exclusivity provision provides marketing or other benefits to a CARE office. Therefore, each CARE office may determine exclusivity restricted to the limits of its territories, markets, and business arrangements. If an exclusive deal involves other markets or lead countries, advance written agreement must be acquired from the other office(s) before any activity is initiated.

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<sup>23</sup> We refer to CARE 'Offices' throughout the document as we wanted to incorporate all parts of CARE – members, Country Offices, Regions and the Secretariat.

## 6. Working with other CARE Members

The CARE Code and its rules of engagement, policies and guidelines state that if a company is headquartered in a Member's country, then they are responsible for the management of that relationship. The CARE Secretariat is responsible for Switzerland. If another CARE office is pursuing an opportunity with this company, they must get this Member's support and approval before any activity is agreed upon. Ideally the two CARE offices should work together to maximise engagement for CARE. Country Offices must work through their Lead Member but with their Lead Member permission could work with another interested member on an opportunity.

If the potential partner is based in a country that is not part of CARE's presence, then permission needs to be sought from the Secretariat<sup>24</sup> to pursue and the requesting office must be able to demonstrate that they can effectively manage this relationship.

If the potential engagement has implications for more than one CARE office (e.g. funding for, or collaboration on, a programme that will be implemented in more than one country), colleagues in the relevant CARE offices must be consulted during the due diligence process.

## 7. Roles and Responsibilities

In addition to each local Office and Member, there are other sources of global responsibilities across the confederation. These are:

- A Private Sector Engagement Community of Practice – this is a globally relevant group of CARE experts who have formed a working group with an annual plan and a shared approach.
- The CARE PSE Review Committee – this is chaired by the Global Public Engagement & Fundraising Director and is made up of senior leadership figures from across CARE. This 'pop up' Committee has been created as part of the launch of these guidelines. The role of the Committee is to help support the implementation of these guidelines through providing global approval to potential partnerships that have been referred to it from different parts of CARE where there are significant risks, major global opportunities or indeed disputes between offices.

Any CARE office that seeks to engage with a business must perform a risk and value assessment (unless the partnership value is less than \$10,000 in total in which case this is not necessary). Only after completion and approval of this assessment should relationships be entered into if the benefit is seen to outweigh the risks.

Each CARE office must have a local process in place, in line with these guidelines, to conduct due diligence and ensure adequate decision-making and risk mitigation planning for private sector engagement. Where a CARE office has limited experience of private sector engagement, it should seek assistance/guidance from offices with more capacity, as well as thematic and/or sectorial expertise from relevant centres of expertise, working groups, etc. CARE offices may also seek advice and guidance from the PSE Community of Practice (see contact section). For the avoidance of doubt, following the processes outlined in these guidelines plus using the sample due diligence template is the minimum standard for any partnership worth above \$10,000.

A senior member of management for the relevant CARE Member should be accountable for the process and final decision. To avoid internal conflicts of interest it is expected that staff outside

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<sup>24</sup> Contact the Global Public Engagement & Fundraising Director, contact details at end.

fundraising teams, such as programme staff, will engage with the process. Details of the decision should be sent to the PSE Community of Practice using the PSE report form (see appendix).

Potential partnerships which are deemed risky or have a major global reach should be referred to the CARE PSE Review Committee for final approval at an early stage in negotiations. This approval will be given in seven working days. More detail is provided in the Governance and Advocacy section.

## **8. Assessing the risk and value of a Private Sector Engagement Opportunity**

To help assess and mitigate risk and provide better global coordination of our private sector engagement activities, CARE has developed the following system which includes classification of potential partners, a decision-making flow chart and a range of engagement categories.

### **8.1 Classification of Industry Sectors/Companies**

As a minimum, CARE offices must conduct sufficient due diligence to understand and document into which of the following broad categories the proposed corporate partner complies with. Categories used are broad, and detailed information should be sought from the PSE Community of Practice.

#### **Black**

No engagement can be undertaken with sectors/companies directly engaged in:

- Pornography.
- Arms or weapons manufacturing or sales.
- Intentional use of exploitative child labour or forced labour in production or sourcing processes.
- Selling pesticides outside the WHO 1A and 1B guidelines for pesticide retailing.<sup>25</sup>

If the sector/company is assessed as Black, you must not proceed with any form of partnership, but fill out a PSE report form so the decision on the prospective engagement is on record.

#### **Red**

If the sector/company is assessed as Red, refer the case to the CARE PSE Review Committee using the PSE report form, to consider the nature of the engagement, benefits vs. known reputation/conduct of the company and risk. Examples include (but are not necessarily limited to):

- Companies with Black category investments of more than 20% of their total investments or production<sup>26</sup>
- Fossil fuel companies (balancing potential to benefit low-income communities through partnership with negative impact of fossil fuels on climate change and poverty).
- Sectors/companies involved in any other activity which might bring CARE into disrepute if associated with it (even where proposed engagement will lead to intended positive impacts for poor and marginalised communities for example big tobacco companies).

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<sup>25</sup> [http://www.who.int/ipcs/publications/pesticides\\_hazard/en/](http://www.who.int/ipcs/publications/pesticides_hazard/en/)

<sup>26</sup> Where this is not clear – the CARE member needs to assess this to the best of their ability.

**Amber**

Many potential engagements will be rated as Amber which indicates certain levels of risk and the requirement of a mitigation plan (including the public nature of the relationship) and close monitoring. Amber classification is for any engagement where there are potential benefits to CARE’s mission, but some concerns in terms of possible risks. Examples include (but are not limited to):

- Companies involved in alcohol production or sales.
- Companies involved in gambling.
- Companies with a reputation for poor or discriminatory employment practices (even if proposed benefit of potential engagement is to positively influence company behaviours and practices).

**Green**

The sector, the company and nature of the engagement are sufficiently low risk that CARE offices can proceed to engagement after conducting due diligence and completing the PSE report form.

**8.2 Risk Assessment Flow Chart**

*To be populated.*

**8.3 Type of Engagement**

CARE offices engage in a wide range of relationships with sectors/companies, leading to different levels of risk. The following table has examples of such engagements, whilst not being exclusive.

Type of Engagement	Risk Level
Initial conversations	Low
Private discussions	Low
Public discussions	Depends on sector/company
Joint programme work	Depends on sector/company
Providing advice on a fee for service basis	Depends on sector/company
Accepting donations from a company (Under \$10,000 = low risk level) <ul style="list-style-type: none"> <li>• Programme work</li> <li>• Humanitarian work</li> <li>• Unrestricted</li> <li>• Gift in Kind</li> </ul>	Low but dependent on sector/company
Accepting donations from company foundations <sup>27</sup>	

<sup>27</sup> Note that the status of corporate foundations varies in different jurisdictions with companies having greater or lesser control of funds. Due diligence therefore needs to take into account the legal and actual level of independence of the foundation from the company in order to determine the risk.



(Under \$10,000 = low risk level)	
<ul style="list-style-type: none"> <li>• Programme work</li> <li>• Humanitarian work</li> <li>• Unrestricted</li> </ul>	<p>Depends on sector/company</p> <p>Low</p> <p>Depends on sector/ company</p>
Engaging with a company's employees	
<ul style="list-style-type: none"> <li>• Payroll giving</li> <li>• Challenge events</li> <li>• Volunteering/pro bono</li> </ul>	<p>Low</p> <p>Depends on sector/company</p> <p>Depends on sector/company</p>
Cause-related marketing or consumer engagement	Depends on sector/company
Sponsorship (i.e. events, LendwithCARE)	Depends on sector/company
Research partnership	Low (depending on amount of company or foundation profiling required)
Joint investment into social enterprises and accepting impact Investments	Depends on sector/company
Joint advocacy campaigns	Depends on sector/company

## 8.4 Due Diligence

Due diligence refers to the research and consultation necessary to make an informed decision about engaging with a company. The due diligence process needs to assess the potential risk for CARE (both locally in the CARE country or countries concerned and for the confederation as a whole) before proceeding with any engagement. It should look at a company's global footprint.

A range of criteria determines the level of due diligence required, including industry sector, corporate behaviour, public nature of engagement, length of engagement, closeness to core business, and level of funding.

It is recommended that the CARE office creates a dialogue with the company about areas of concern. This enables gathering of information to assess the company's openness to CARE's values and establishes the foundation for a strong, transparent engagement. This conversation should remain private and confidential until a decision is made on whether or not to proceed with engagement.

The due diligence process needs to balance risk management with speed and flexibility in order to build effective relationships with external partners. However, the due diligence process should cover the following so that an appropriate, informed decision can be made. This should include:

- Company activities and alleged practices which may reflect poorly on CARE or be counter to our mission of ending poverty and/or our agreed policy positions. An assessment would check if CARE

has a policy position on issues related to the sector<sup>28</sup> or company and assess risks outside a company's control which might have a harmful impact on poor and marginalised communities.

- The potential risk to CARE's image and reputation with the public, our donors and existing partners from negative publicity about the company or allegations of harmful business practice.
- The ability of the corporate partner to commit financially to a sustainable partnership or to sustain costs associated with the partnership.
- An unacceptable risk of low returns on investment of CARE's time, energy and resource.

CARE offices should carry out a light-touch review and refresh due diligence for existing engagements on at least an annual basis, but this should also be triggered after a significant negative publicity incident and prior to expansion of the engagement. The PSE Community of Practice should be kept up to date through a refreshed version of the PSE Report. This will also be included in the overall CARE Accountability Framework.

Support on due diligence can be given by the PSE Community of Practice and template forms are available on Minerva (see the further information section).

## **9. Use of CARE Name and Logo**

Any engagement in which a company seeks to use CARE's logo externally requires extra scrutiny. CARE's brand and logo have a monetary value and should not be under-sold. It is therefore critically important to have a licensing agreement in place which protects and prescribes the use of the marks. You can ensure external use of the logo adheres to the CI brand guidelines by contacting [brandsupport@care.org](mailto:brandsupport@care.org) or [legal@care.org](mailto:legal@care.org) or contact the Global Communications team.

## **10. Risk Mitigation Planning**

CARE offices should review and refresh due diligence for existing engagements on at least an annual basis. If the due diligence identifies any level of material risk (note that even for sectors/companies classified as Green there may be some level of potential risk), the CARE office must make appropriate risk mitigation plans in advance of proceeding with the engagement. Examples of risk mitigation plans include a Q&A document that explains the rationale for the engagement, talking points for senior leadership, and metrics for the on-going engagement.

## **11. Governance and Accountability**

Following the due diligence process, the PSE report form must be submitted to the PSE Community of Practice (see appendix and further information section for details). Depending on the circumstances, the contracting office may include a decision on the proposed engagement; a recommendation for review and endorsement by the PSE Review Committee; or a referral for review and decision by the PSE Review Committee.

Due diligence reports received will be stored by the PSE Community of Practice and accessible and ready to share on request. Report forms will be published in the PSE Community of Practice space on Minerva and the SharePoint that will succeed it. Any CARE office with concerns about a recommendation/decision should raise these with the CARE office(s) responsible for the decision. If concerns cannot be resolved, any party to the dispute can refer the case to the CARE PSE Review Committee for arbitration.

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<sup>28</sup> Check with relevant CARE Advocacy or Program teams.

Where more than one CARE office is involved in the due diligence process, there may be differences of opinion about the outcome/decision. If consensus cannot be reached by the CARE offices concerned, the case must be referred to the PSE Review Committee.

The PSE Review Committee will report on any decisions it makes and the rationale behind them to the National Directors on a regular basis.

In the spirit of transparency, it is strongly recommended that an overview of CARE’s partnerships and partnership policy should be published on member websites and in annual reviews.

**12. When there is a Dispute**

As stated previously, if there are disputes CARE offices should refer issues and potential partnerships to the PSE Review Committee who will make decisions. The PSE Review Committee is accountable to the SG/CEO of CARE International who can be asked to adjudicate if any party is unsatisfied with the Committee’s decision. The SG/CEO holds ultimate authority for guidelines implementation and, in line with the CARE Code, rules of engagement and its policies, serves as the final arbiter in case of dispute, with reference to the global CARE Board if required.

**13. For Further Information**

PSE Community of Practice

The PSE Community of Practice keeps key documents on a shared private CARE space in Minerva. Link here:

<http://minerva.care.ca/livellink1/livellink.exe?func=ll&objId=3469714&objAction=browse&sort=name>

This includes the Due Diligence template and PSE Report Form.

You can access the Community of Practice by emailing via the Global email list:

CI-PSE Community of Practice

Last Updated:	February 2017
Approved by National Directors:	January 2017
Review point:	February 2018

**Appendix A – PSE Report Form**

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*To be populated.*

**Appendix B – Due Diligence Template**

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*The Due Diligence Template can be found [here](#).*

**Annex VII: Individuals**

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*Section under development, to be finalised by September 2018*

**Annex VIII: Major Donors**

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*Section under development, to be finalised by September 2018*

## SECTION IV: GLOBAL APPROACHES (UNDER DEVELOPMENT)

### Global Strategies, Guidelines, Policies, Protocols

Please note that this is an indicative list, which will be further developed by subject matter experts in FY19, including defining the date of development or approval and the responsible team.

<b>CI Strategies and Frameworks</b>	
CARE 2020 Vision	This section includes the key organizational strategic documents and frameworks that help us define and assess our progress towards our global goals and approaches.
<a href="#">Global Strategic Directions to 2020</a>	
<a href="#">CARE 2020 Program Strategy</a>	
CI Humanitarian and Emergency Strategy	
<a href="#">CI Strategic Approaches to Diversification</a>	
CI Global Growth Framework	
<a href="#">CI Accountability Framework</a>	
<b>CI Programme Quality and Impact</b>	
CARE 2020 Program Strategy Resource Manual	This section includes strategies and guidance documents related to CARE's program quality, approaches, standards and monitoring and evaluation.
<a href="#">CARE's Program Approach for Tackling Poverty and Social Injustice: Guidelines for Designing and Managing Long-Term Programs in CARE</a>	
CI Evaluation Policy	
CARE GED Strategy	
<a href="#">CARE's Women's Economic Empowerment Strategy</a>	
Inclusive Governance Guidance Note	
Etc.	
<b>CI Humanitarian and Emergency Response</b>	
See emergency toolkit.	This section includes key documents related to CARE's humanitarian work and emergency response.
<b>CI Advocacy</b>	
<a href="#">The CARE International Advocacy Handbook</a>	This section includes essential guidance on how to implement effective advocacy strategy and constitutes the basis of the advocacy approach at CARE.
<a href="#">Advocacy Power Tools</a>	
<a href="#">Advocacy and Influencing Impact Reporting Tool</a>	
Global Advocacy Roadmap	
<b>CI Partnerships</b>	
A Call to Action: Delivering on our Commitments to Humanitarian Partnership & Localizing Aid	CARE believes that solving the complex challenges of poverty and social injustice can best be achieved by working with others. This includes CARE's commitments to emergency response led by local actors.
CARE Partnership Initiatives	
CARE Country Offices Partnership Strategies	
<a href="#">CARE's Framework for Partnering in Humanitarian Action and Localising Aid</a>	
<a href="#">CARE Implementation Plan</a>	

<b>CI Fundraising, Media and Communications</b>	
<a href="#">CARE International Brand Standards</a>	This section will include key fundraising guidance, skill share good practice and all related brand standards, communications tools and strategies.
<a href="#">CI Stories and Images Consent Policy</a>	
<a href="#">CARE International Communication Handbook</a>	
<a href="#">Global Communication Strategy</a>	
CI Public Information Disclosure Policy etc	
<b>CI Global Policies</b>	
<a href="#">CI Gender Policy</a>	This section lists the core policies that all parts of the confederation are responsible for upholding in line with our commitment to being a transparent and global actor.
<a href="#">CI PSEA/CP Policy</a>	
<a href="#">CI Complaints Policy</a>	
<a href="#">CI Fraud and Corruption Policy</a>	
<b>CI Harmonised Operational Templates and Policies</b>	
CI Inter-Member MOU Template	CARE International has recognised the need for more harmonisation in procedures and systems across the whole confederation. Key templates, policies and procedures have been harmonized for joint operational management and used for greater simplicity and effectiveness.
Pre-IPIA and IPIA	
CI Procurement Policy	
CI Cost Allocation Policy (SPC)	
CI Budget Policy	
Policy Framework for CI's Relations with Military Forces	
<b>CI Safety and Security</b>	
CI Safety and Security Principles	This section includes CARE's standards, policies and guidelines on safety and security.
CI Safety and Security Standards	
Critical Incident Policy	
Document Security Policy in High Risk Locations	
<b>Country Office Operational Guidelines –</b>	
Probe Missions	This section will include common procedures and approaches to managing country office operations, and the engagement of Members with Cos. This section will be reviewed, streamlined and updated as needed in FY19.
Country Office Installation and Closing Procedures	
Country Office Management – includes roles and responsibilities of a CD, Performance Standards, etc	
Sample Country Agreements with Host Government	

*Note: Currently documents are stored on a range of different platforms, when the CARE management system is in place it will be stored in a central location for ease of access.*