

Please note that this is an unofficial office translation, in which an attempt has been made to be as literal as possible without jeopardizing the overall continuity. Inevitably, differences may occur in translation, and if so, the Dutch text will by law govern.

STICHTING OXFAM INTERNATIONAL CONSTITUTION

Article 1

Definitions

In this Constitution:

- a. “Affiliate” or “Affiliates” shall mean the Founding Affiliates and the corporate organizations, who have entered into an Affiliation Agreement with the Foundation, been admitted as Affiliates and whose names and addresses have been entered into a register kept by the Foundation;
- b. “Affiliation Agreement” shall mean the agreement and the recording document establishing an affiliation with the Foundation other than for Founding Affiliates, which are governed by their original undertakings in forming the Foundation and who have signed the original Constitution;
- c. “Affiliate Business Meeting” shall mean the meeting of Affiliates convened under, and entrusted with powers, duties and rights, as enshrined under Article 12
- d. “Article” shall mean an article of this Constitution;
- e. “Assembly” shall mean the assembly of the Affiliates, the Prospective Affiliates and the Stakeholder Representatives;
- f. “Board” shall mean the board of the Foundation entrusted with the management (*bestuur*) of the Foundation;
- g. “Chair” shall mean the chair of the Board;
- h. “Constitutional Documents” shall mean this Constitution, the Governance Code of Conduct, the Rules of Procedure and the License Agreement;
- i. “Executive Directors Forum” shall mean the meeting of the chief executive officers of the Affiliates;
- j. “Finance Risk and Audit Committee” shall mean the advisory committee of the Board with this name and the terms of reference agreed in accordance with the Rules of Procedure and any role given to it in this Constitution;
- k. “Foundation” shall mean this Foundation acting under the name “Stichting Oxfam International” which is organized by this Constitution;
- l. “Founding Affiliates” shall mean the following Affiliates:
 - (i) Oxfam America;
 - (ii) Oxfam Australia;

- (iii) Oxfam-en-Belgique/Oxfam-in-België;
 - (iv) Oxfam Canada;
 - (v) Oxfam GB;
 - (vi) Oxfam Hong Kong;
 - (vii) Oxfam Novib; and
 - (viii) Oxfam Quebec;
- m. “Global investment and resource allocation framework” shall mean the framework defining the budgetary boundaries and principles of the allocation and use of agreed Affiliate contributions to the Foundation;
 - n. “Global operational plan” shall mean the aggregated annual or multi-annual confederation plan and horizon planning of the OI Secretariat, including countries and regions, and of the Affiliates;
 - o. “Governance and Nominations Committee” shall mean the advisory committee of the Board with this name and the terms of reference agreed in accordance with the Rules of Procedure and any role given to it in this Constitution;
 - p. “Governance Code of Conduct” shall mean the code setting out principles of good governance and good conduct by and among Affiliates and the Foundation;
 - q. “Governing Board” in relation to Affiliates means the body mandated under the respective Affiliate’s Constitution and their respective applicable law to govern the Affiliates; this may be described as the Board of Trustees, Board of Directors, Board of Supervisors or by whatever name so called;
 - r. “Independent” shall mean in relation to a (prospective) member of the Board a person who, cumulatively:
 - (i) is not or has not been an employee of the OI Secretariat in the 3 years preceding their appointment as a member of the Board;
 - (ii) is not or has not been an employee of any Affiliate or Prospective Affiliate in the 3 years preceding their appointment as a member of the Board; and
 - (iii) is not or has not been a (temporary) member of the Board of Directors or Trustees or Supervisors or other governance body (i.e. that has fiduciary responsibility and/or decision-making authority) of the Affiliate or a (temporary) member of the management or executive board of any Affiliate or Prospective Affiliate in the three years preceding their appointment as a member of the Board;
 - s. “License Agreement” shall mean the agreement allowing for and controlling use of the Trade Mark and the Name by any of the Affiliates;
 - t. “the Name” shall mean the word “Oxfam”;
 - u. “OIED” shall mean the Oxfam International executive director;
 - v. “OI Confederation” shall mean the Affiliates collectively;
 - w. “OI Secretariat” shall mean the coordination and management office of the Foundation;

- x. “Prospective Affiliate” shall mean any corporate organization that has been invited by the Affiliate Business Meeting, subject to the majority vote required pursuant to Article 12.h. to become a prospective affiliate;
- y. “Rules of Procedure” shall mean the document setting out *inter alia* further rules and details on procedural matters relating to the functioning of the Board, the Assembly, the Affiliate Business Meeting and the Executive Directors Forum as well as any other matter referred to herein;
- z. “Stakeholder Representatives” shall mean a selected group of stakeholder representatives from countries and regions in which Oxfam is working; the Rules of Procedure shall provide for rules on the selection and number of such stakeholder representatives; and
 - aa. “the Trade Mark” shall mean the Foundation's graphic logo.

Article 2

Name and Registered Office

- a. The statutory name of the Foundation is: “**Stichting Oxfam International**”.
- b. The Foundation has its registered office at The Hague, The Netherlands.
- c. The Foundation has been established for an indefinite period of time.

Article 3

Objectives

Whereas conflicts, injustice, inequality and the denial of people’s basic rights are major causes of poverty, it is necessary to achieve reform, particularly by empowerment of the poor. To this end, the objectives of the Foundation are:

- a. to relieve poverty, combat distress and alleviate suffering in any part of the world regardless of race, gender, creed or political convictions;
- b. to research the causes and effects of poverty, injustice and suffering;
- c. to inform the general public and decision-makers about the causes and possible solutions; and
- d. to work as an international partnership of goodwill.

Article 4

Means

To attain its objectives the Foundation shall:

- a. facilitate international advocacy, research and policy improvement;
- b. provide public information and develop a common communications and marketing policy;
- c. facilitate the harmonization and evaluation of the Affiliates' field programs and improve coordination of emergency assistance;
- d. promote a common culture among the Affiliates and protect the integrity of the Name;
- e. facilitate global fundraising;
- f. facilitate a coordinated approach to fair trading;
- g. facilitate participation by partner organizations and other relevant constituencies;
- h. apportion the expense of these tasks among the Affiliates;
- i. process data for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, which shall be subject to appropriate safeguards for the rights and freedoms of the data subject; and
- j. take other necessary action to attain the objectives of Article 3.

In compliance with the laws of the United States of America no substantial part of the activities of the Foundation shall be carrying out political propaganda or participating or intervening in any political campaign on behalf of any candidate for public office in the United States of America.

Article 5

Assets

The assets of the Foundation shall consist of contributions made by the Affiliates, subsidies and donations, grants, legacies and bequests and all other income.

Article 6

Affiliates

- a. Affiliates are the Founding Affiliates and the corporate organizations, which have additionally been admitted as Affiliates, who have entered into an Affiliation Agreement with the Foundation and whose names and addresses have been entered into a register kept by the Foundation (the "**Affiliates**").
- b. Upon proposal of the Board, other corporate organizations may be admitted as Affiliates by decision of the Affiliate Business Meeting, subject to the majority vote

required pursuant to Article 12.h. Such corporate organization shall be registered in the register referred to under Article 6.a., provided that any such corporate organization subscribes to the objectives of, and enters into an Affiliation Agreement with the Foundation.

- c. By becoming an Affiliate, each Affiliate:
 - 1. agrees to this Constitution, including the objectives set out in Article 3, to the Rules of Procedure, the Governance Code of Conduct, and to all other Constitutional Documents;
 - 2. agrees that the right to use the Name or to have the Name used belongs to the Foundation and shall only be used by an Affiliate in any of its activities upon such terms and conditions as the Foundation shall decide, taking into account the provisions of Articles 17, 19, 20 and 21; and
 - 3. accepts that the Trade Mark is owned by the Foundation in full and agrees that such Trade Mark may only be used by Affiliates in accordance with the terms and conditions of the License Agreement to which it is a party and that any Affiliate who ceases to be an Affiliate shall immediately cease to have the right to continue to use the Trade Mark.
- d. Upon proposal of the Board, a certain corporate organization may be invited by the Affiliate Business Meeting, subject to the majority vote required pursuant to Article 12.h. to become a prospective affiliate (the “**Prospective Affiliate**”). Any such corporate organization agreed to be a Prospective Affiliate shall have the rights and obligations given to it under this Constitution. The Rules of Procedure shall provide for further rules on the procedure to become a Prospective Affiliate.

Article 7

The Board (*Het bestuur*)

- a. The Board consists of up to 13 members. Upon proposal of the Board, the Affiliate Business Meeting shall decide on the total number of non-independent members and how many members shall be Independent. The Rules of Procedure shall provide for further detail in this respect. The office of Chair can only be held by a person who is an independent member.
- b. To ensure diversity, the Governance and Nominations Committee maintains a board competency framework that shall require approval from the Assembly. The Rules of Procedure may provide further guidance on this matter.
- c. In due consideration of the board competency framework, the Board itself appoints, subject to the approval of the Assembly:
 - 1. the Independent members out of a nomination by the Governance and Nominations Committee; and
 - 2. all other members of the Board (the non-independent members) out of a

nomination prepared by the Governance and Nominations Committee out of names proposed for nomination by the Affiliates.

The Rules of Procedure shall provide for further detail on the procedures to propose names for nomination to the Governance and Nominations Committee.

The Board shall state sufficient details to enable a reasoned decision by the Assembly.

An appointee is considered approved by the Assembly unless rejected with a simple majority.

In case of a vacancy on the Board in the period between two Assembly meetings, the Board may, in due consideration of the profile and competency framework and/or of the balance of independent and non-independent members, appoint a member of the Board, at its own discretion (without having obtaining approval from the Assembly at that time), if it considers such appointment necessary to fill any competency or diversity gaps and/or to address any changes in the balance of independent and non-independent members. The term of any member of the Board appointed by the Board pursuant to this paragraph, shall automatically end at the first Assembly following its appointment. Such person may be re-appointed.

- d. From among its members, the Board designates the Chair, the deputy chair and the treasurer.
- e. The members of the Board shall be appointed for a term not longer than 3 years. Members of the Board may serve up to 3 terms. Members of the Board holding office of Chair and treasurer may serve up to 2 terms. If a member of the Board is appointed as Chair or treasurer, they may remain a member of the Board until having served their maximum of 2 terms as Chair or Treasurer (if re-appointed). The Governance and Nominations Committee maintains a rotation schedule for the members of the Board to ensure a staggered replacement and to avoid that all members have to resign at the same time.
- f. Any member of the Board may be dismissed by the Board at any time prior to the end of their term, without prejudice to Article 2:298 of the Dutch Civil Code, subject to approval from the Assembly which decision of the Assembly requires a two third majority. Any member of the Board may resign voluntarily at any time before the end of its term, considering a reasonable notice period.
- g. In case of credible allegation of malfeasance/gross misconduct by any member of the Board, the Board may upon proposal of the Governance and Nominations Committee, suspend such member of the Board with immediate effect. At the first Assembly following the suspension, the Assembly shall be asked to either lift the suspension or approve dismissal the relevant member of the Board upon proposal of the Governance and Nominations Committee. Such decision requires a simple majority. At any time before the relevant meeting of the Assembly, the Affiliate Business Meeting may lift the suspension upon proposal of the Governance and Nominations Committee.

- h. An Affiliate may at any time request that a non-independent member of the Board who is or was a member of the board of that particular Affiliate, be dismissed by the Board, in which case the Board shall have the power to dismiss without the need for approval of the Assembly and shall meet such request as soon as reasonably possible.
- i. Allowance may be paid to members of the Board, or to particular/certain members of the Board, if in accordance with the provisions of the Rules of Procedure, that shall provide for further details. Expenses incurred by the members in the fulfilment of their duties, if and only insofar as reasonable, may be covered by the Foundation on a disbursement basis, at the discretion of the Governance and Nominations Committee and subject to the terms of the cost disbursement policy of the Foundation.

Article 8

Tasks, duties and responsibilities of the Board

- a. The Board manages the affairs of the Foundation and is empowered with all Dutch law statutory powers in the broadest sense of the word, which includes in any case:
 1. propose a global strategy to the Assembly for its approval;
 2. oversee the implementation of Oxfam's global strategy as approved by the Assembly;
 3. decide on the allocation and use of agreed Affiliate contributions to the Foundation in line with the Global investment and resource allocation framework;
 4. approve and monitor the implementation of Oxfam's global operational plan (including for the OI Secretariat);
 5. oversee the OI Secretariat and appoint, appraise, dismiss and hold to account the OIED;
 6. monitor agreements that Oxfam has entered into as a global organisation (such as external global accountability reports);
 7. prepare policies with global application within the general principles and frameworks established by the Assembly;
 8. oversee global and OI Secretariat risk management and internal control frameworks (including reports from a global external auditor);
 9. make recommendations on the admission or expulsion of Affiliates and suspend Affiliates from voting and meeting participation rights (as a temporary measure) where necessary to protect the global organisation against risk; and

10. any other powers or duties of the Board appearing elsewhere in this Constitution
- b. The Board shall establish the following advisory committees:
1. the Finance, Risk and Audit Committee for the review and support of the Foundation in relation to the financials of the Foundation and to advise the Affiliate Business Meeting on any proposed change to the apportionment formula according to which Affiliates contribute to the Foundation's budget; and
 2. the Governance and Nominations Committee for the selection and nomination of candidates for the position of members of the Board in accordance with Article 7.

The Rules of Procedure will provide for further rules on the composition and functioning of these advisory committees and may allocate further tasks and assignments to them. The Board shall supervise and remains responsible for the performance of the advisory committees.

- c. The Board has the power to establish any further advisory committees or working groups to establish explicit tasks it deems necessary to support the Board in its work. Such advisory committees and/or working groups shall be composed of such members as the Board decides and shall be given such tasks or assignments as the Board deems suitable. The Board shall supervise the work of its advisory committees and working groups. The Board remains responsible for the performance of the advisory committees and working groups.
- d. The Board shall keep the Affiliates regularly informed of its work. The Board shall inform the Affiliates of any significant matter that may be relevant for the overall well-being of the Foundation or the common interests of the Affiliates promptly upon becoming aware of it.
- e. The Board is supported in its work by the Executive Directors Forum. The Rules of Procedure shall provide for further detail of the scope of the Forum's duties, composition and procedures.

One month in advance of a meeting of the Assembly, the Board shall make a report of its work since the previous report of the Board available for all participants of the Assembly.

The Board shall consult with Affiliates (which shall, if the Affiliate Business Meeting so requires, include the Affiliate Business Meeting) on the global strategy as part of the strategy development process and on any policies that are intended to be binding on Affiliates.

Article 9

Meetings of the Board and its decision-making

- a. The Board shall meet at least 4 times per annum. Other meetings shall be held whenever any three members of the Board deem it necessary to meet.
- b. Any meeting of the Board may be held physically or virtually, provided that in respect of any meeting, however it is held, each member of the Board should reasonably be enabled to participate in the meeting and, when participating through electronic means of communication, should be able to follow its deliberations (including to take note of any documents or presentations delivered to the meeting), participate in the discussions, vote and take note of the outcome of the vote.
- c. The meetings of the Board shall be chaired by the Chair. In its absence, the meeting of the Board shall be chaired by the deputy chair. The OIED shall be invited *ex officio* to all meetings of the Board, unless the Chair considers that, exceptionally, the Board should meet without the OIED being present.
- d. Each member of the Board shall have the right to vote at any meeting of the Board. However, a member of the Board shall not be entitled to participate in the deliberations and shall not be entitled to vote on any topic with respect to which such member has a direct or indirect personal interest that conflicts with the interests of the Foundation or the OI Confederation. Such member shall inform all other members thereof without delay. If all members of the Board are considered to have a direct or indirect personal interest that conflicts with the interests of the Foundation or the OI Confederation, the Affiliate Business Meeting shall decide on the matter. The Rules of Procedure or a separate policy will give further detail on conflict of interest situations and procedures to resolve them.
- e. Each member of the Board may, incidentally, grant a power of attorney to another member of the Board to attend, speak and vote on its behalf. A member of the Board can only represent one other member of the Board. A meeting of the Board is only validly constituted if there is a quorum, consisting of at least half of the members of the Board being present at that meeting in person or represented. The Board can only validly resolve on a matter if there is a quorum for such matter consisting of at least half of the members of the Board entitled to vote. The Rules of Procedure may provide for higher quorum on certain matters. Any member of the Board in respect of whom a conflict of interest exists with respect to the items concerned, shall not be entitled to vote on that item and shall not be included in the count of members being present for the purpose of determining whether the required quorum for making a valid decision has been reached.
- f. Insofar as possible, decisions of the Board shall be reached by consensus. If this is not possible, each member of the Board shall have the right to call for a vote. Each member of the Board shall have one vote. All resolutions of the Board shall be adopted by a simple majority of the votes cast provided that at least one of the votes in favour must be of an independent member. In line with the Constitution, the Board may decide that it requires a higher majority on a list of certain matters as specified by the Board. If any member has a conflict of interest in relation to the item in discussion, that member shall be secluded from voting.

- g. Any member of the Board abstaining from voting on a particular item shall not be included in the count of members being present for the purpose of determining whether the required quorum for making a valid decision has been reached. The abstention shall, however, be recorded in the minutes of the meeting. In case of a deadlock, the Chair has a casting vote.
- h. Resolutions of the Board may also be adopted by written procedure without recourse to an actual meeting, provided the decision is taken unanimously by all members of the Board except for those members of the Board in respect of whom a conflict of interest exists with respect to the items concerned.

Article 10

Legal Representation of the Foundation

- a. The Board shall be authorised to legally represent the Foundation.
- b. The Board shall grant a power of attorney to the OIED to independently represent the Foundation within the limits of such power of attorney and subject to any restrictions imposed.
- c. The Board may authorise any subset of its members to legally represent the Foundation.

Article 11

The OI Secretariat and the OIED

- a. The Board appoints the OIED who shall, in particular, be in charge of the management of the OI Secretariat. The OIED shall operate under the title of “Executive Director of Oxfam International” or “Oxfam International Executive Director”. The Board decides on the remuneration as well as the dismissal of the OIED. The Board must conduct regular performance reviews of the OIED.
- b. The OIED shall regularly inform the Board of the activities of the OI Secretariat and promptly inform the Board of any significant matter in relation to the OI Secretariat of which the OIED or the OI Secretariat becomes aware that may be relevant for the overall well-being of the Foundation.
- c. The Rules of Procedure shall provide a further list of duties and responsibilities of the OIED, which shall include the responsibility for (i) adequately servicing the administrative and logistical needs for the proper functioning of the Board and its committees, (ii) ensuring that the decisions of the Board are implemented, and (iii) ensuring that proper books of account and records are kept.
- d. The OIED shall be responsible for the processing of data for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes,

which shall be subject to appropriate safeguards for the rights and freedoms of the data subject.

Article 12

Affiliate Business Meeting

- a. An Affiliate Business Meeting shall be convened by the Board whenever it deems it necessary and at least once a year, or on request by the Affiliate Business Meeting in accordance with the Rules of Procedure. Any request for a meeting should specify the purpose of the meeting.
- b. The Affiliate Business Meeting has the following powers and duties:
 1. approving any change to this Constitution, to the Governance Code of Conduct, to the Rules of Procedure or to the and the License Agreement as well as deciding on the dissolution and winding up of the Foundation;
 2. the protection of the Name and integrity of the Foundation, including the granting or withdrawal of the right to use the Name;
 3. the admission or expulsion of an Affiliate or the establishment of the resignation notice period of an Affiliate under Article 17.b;
 4. to decide any change to the apportionment formula according to which individual Affiliates contribute to the Foundation's budget expenses;
 5. to decide any change to the operational model of the confederation that would have substantial impact on the roles, responsibilities and/or risks carried by Affiliates and the Foundation;
 6. to set the aggregate total amount of Affiliates' contributions to the Foundation's budget expenses;
 7. the right to decide to invite corporate organisations to become Prospective Affiliates in accordance with and pursuant to the provisions of Article 6.d.;
 8. the right to approve any activities of the Foundation that may affect the activities of individual Affiliates in their home territories;
 9. to approve global investment and resource allocation frameworks; and
 10. any other powers or duties of the Affiliate Business Meeting appearing elsewhere in this Constitution.
- c. Each Affiliate Business Meeting shall be convened timely taking into account a notice period of no less than four weeks. The Board shall send the agenda and all relevant supporting documentation not less than two weeks before the relevant meeting to all Affiliates. In the event of urgent matters, the Chair may convene an

Affiliate Business Meeting on short notice of at least 48 hours.

- d. Any Affiliate Business Meeting may be held physically or virtually, provided that in respect of any meeting, however it is held, each Affiliate should reasonably be enabled to participate in the meeting and, when participating through electronic means of communication, should be able to follow its deliberations (including to take note of any documents or presentations delivered to the meeting), participate in the discussions, vote and take note of the outcome of the vote.
- e. The Affiliate Business Meeting shall be chaired by the person designated for the task by the Affiliate Business Meeting immediately prior to the start of the relevant meeting.
- f. Each Affiliate shall have the right to vote at an Affiliate Business Meetings.
- g. Each Affiliate shall have one vote. Abstentions (blank votes) or spoiled ballot papers shall be deemed not to have been cast. Insofar as possible, decisions of the Affiliate Business Meeting shall be reached by consensus. If this is not possible, each Affiliate shall have the right to call for a vote. In that case, all decisions of the Affiliate Business Meeting, with the exception of a decision on matters specified in paragraph b. above under 1 through 5 shall be adopted by a majority of at least three fourths of the votes cast by those Affiliates who are represented at the meeting and in respect of whom no conflict of interest exists with respect to the items concerned.
- h. The decision on matters specified in paragraph b. above under 1 through 4 require a majority of three fourths of the votes cast by the Affiliates represented at a meeting and entitled to vote. However, if three Affiliates represented at the meeting (as long as there are not more than twenty Affiliates) or four Affiliates represented at the meeting (when there are over twenty Affiliates) object against the approval of a certain proposal, that proposal shall be rejected.
- i. An Affiliate Business Meeting is only validly constituted if there is a quorum consisting of representatives of at least half of the Affiliates. The Affiliate Business Meeting can only validly resolve on a matter if there is a quorum for such matter consisting of representatives of at least half of the Affiliates entitled to vote. Any Affiliate abstaining from voting on a particular item, shall not be included in the count of Affiliates being represented for the purpose of determining whether the required quorum for making a valid decision has been reached. The abstention shall, however, be recorded in the minutes of the meeting.
- j. Resolutions of the Affiliate Business Meeting may also be adopted by written procedure without recourse to an actual meeting, provided unanimously by all Affiliates. A written procedure requires a written response (approve, reject or abstain) from each Affiliate entitled to vote.
- k. Resolutions of the Affiliate Business Meeting shall be binding upon all Affiliates except in circumstances where, in the reasonable judgement of one or more affected Affiliates, there are impeding national, legal or life-threatening circumstances. The reasoned judgement of the affected Affiliates shall be

communicated without delay and in writing to all the Affiliates. For clarity, and notwithstanding any other provision of this Constitution, no Affiliate shall be obligated to take, or omit to take, any action or position that would violate (i) any applicable law or governmental regulation, or (ii) the fiduciary duties or the duties emanating from article 9, book 2, Dutch Civil Code, or other comparable fiduciary or statutory duty of care or similar legal principle under the governing laws applicable to the relevant Affiliate, or its governing board or (iii) its obligations under the Netherlands SBF Good Governance Code (*SBF Code Goed Bestuur*).

Article 13

Assembly

- a. Every 2 years, the Board shall convene an assembly (the “**Assembly**”) to which it shall invite the Affiliates, the Prospective Affiliates and a selected group of stakeholder representatives from countries and regions in which Oxfam is working (the “**Stakeholder Representatives**”). The Rules of Procedure shall provide for rules on the selection and number of Stakeholder Representatives.
- b. The Assembly has the following powers and duties:
 1. to approve the profile and competency framework for the Board;
 2. to approve the appointment of the members of the Board in accordance with Article 7 of this Constitution;
 3. to approve Oxfam’s global strategy upon proposal of the Board and to refresh the global strategy upon proposal of the Board as needed in regular review and learning cycles; and
 4. to establish the general principles and frameworks for policies of the Foundation with global application.
- c. An Assembly shall be convened timely taking into account a notice period of no less than three months.
- d. The agenda for the Assembly and topics for discussion and decision shall be proposed by the Board in consultation with the OIED. It includes as a standing item an update by the Chair on the work of the Board and on the state and performance of the global organisation. The final meeting agenda is approved by the Assembly itself at the start of the relevant meeting.
- e. The Assembly shall be chaired by the Chair or a convener as designated by the Board. The Rules of Procedure may provide further detail on the role and tasks of a convener.
- f. Each Affiliate and each Prospective Affiliate shall be entitled to send one individual to the Assembly.

- g. Insofar as possible, decisions of the Assembly shall be reached by consensus among the Stakeholder Representatives and the individuals in the meeting representing the Affiliates and the Prospective Affiliates (the “**Delegates**”). If this is not possible, each Delegate shall have the right to call for a vote. In that case, all decisions of the Assembly, except where this Constitution requires a different majority, shall be adopted by at least a simple majority of the votes cast by those Delegates who are present at the meeting. Each Delegate shall have one vote. Abstentions (blank votes) or spoiled ballot papers shall be deemed not to have been cast.
- h. The Rules of Procedure shall provide further details on the process and decision-making of the Assembly.

Article 14

Financial Year and Accounts

- a. The Foundation’s financial year runs from the first day of April and ends on the thirty-first day of March the year thereafter.
- b. Each year, within ten (10) months after the end of the financial year, the Board shall prepare financial statements incorporating a balance sheet and a statement of income and expenditure for that financial year concerning the Foundation. The financial statements shall be signed by each member of the Board; if the signature of one or more of them is lacking, this shall be stated together with the reasons given.
- c. The Board is responsible for keeping records pertaining to the financial position and the activities of the Foundation in conformity with the requirements ensuing from the activities of the Foundation. The Board shall ensure that these records, as well as the books, documents and other data carriers belonging thereto, are kept in such a way that the Foundation’s rights and obligations can be ascertained at all times.
- d. The Board is obliged to keep the books, documents and other data carriers referred to in the foregoing paragraphs of this Article for a period of seven (7) years, without prejudice to the provisions of paragraph d. of this Article.

Article 15

Amendments to the Constitution and other Constitutional Documents

- a. Subject to prior approval from the Affiliate Business Meeting with due observance of the provisions of Article 12.h., the Board is authorised to make any amendments to the Constitution, the Governance Code of Conduct, the Rules of Procedure or any other Constitutional Document.
- b. Any alteration to the Constitution must be effected by a notarial deed on pain of nullity and the Board must lodge an authenticated, dated copy of the alteration, as well as the altered Constitution, with the trade register of the Netherlands Chamber

of Commerce.

- c. In case of any inconsistency between the Rules of Procedures and the Governance Code of Conduct on the one hand and any License Agreement and the Affiliation Agreements on the other, the Board shall procure that any amendment to the Rules of Procedure or the Governance Code of Conduct shall be made in accordance with the provisions of any License Agreement and the Affiliation Agreements.

Article 16

Service of Notices

- a. A notice may be served on any Affiliate at its registered office address last notified to the Foundation. A notice may be served by any Affiliate upon the Foundation or at the OI Secretariat headquarters' address, either personally, or by sending it by post, or any other information technology message receivable in permanent printed form.
- b. A notice served by post shall be deemed to have been served on the tenth day after it was put in the post, of which the date stamp or other receipt of the relevant post office or postal distribution center shall be sufficient proof. A notice served by fax or other information technology shall be proved and deemed to have been served on the date printed on the sender's receipt that such message has been a good transmission.

Article 17

Resignation of an Affiliate

- a. Any Affiliate who was an Affiliate on the first day of November two thousand and fifteen, and who has been an Affiliate for at least ten (10) years, and who has used the Name as the first or second word in the Affiliate's name for at least the last five (5) years of its affiliation with the Foundation, which voluntarily resigns from affiliation with the Foundation, shall have the right to continue the use of the Name thereafter, subject to any License Agreement between that Affiliate and the Foundation then in effect and provided further that the Affiliate:
 1. remains a not-for profit organisation whose mission includes the relief of poverty, injustice, suffering or inequality;
 2. is not at any time under the direct control of Government;
 3. is not in the reasonable opinion of the Affiliate Business Meeting a part of an organised criminal network; and
 4. remains a secular organization.

For clarity, the foregoing right to use the Name shall apply to any such voluntary resignation, including a resignation following the institution of disciplinary or other proceedings against the Affiliate (including for or resulting in the Affiliate's suspension) so long as the Affiliate's first notice of the intention to resign under Section 17. b is sent before the Affiliate has been expelled from the Foundation.

- b. Any Affiliate wishing to resign from its affiliation with the Foundation shall notify the Foundation of its intention to resign not later than twenty-four (24) months prior thereto. If the Affiliate concerned still intends to resign from affiliation with the Foundation twelve (12) months prior to the date on which the announced resignation is to take effect, it shall notify the Foundation thereof once again. After this second period of twelve (12) months the resignation shall take effect automatically.
- c. The provisions of Articles 6.c.2 and 17.a, relating to the right to use the Name, may be amended only with the agreement of all Founding Affiliates to vest the right to use the Name exclusively in the Foundation. Unless there is such agreement by all Founding Affiliates, the existing provisions entitling an Affiliate intending to resign to continue the use of the Name under Article 17.a above shall remain applicable. The Affiliate Business Meeting may resolve to establish or accept a shorter notice period, subject to the provisions of Article 12.h.
- d. In the event of dissolution of the Foundation any Affiliate that meets the qualifying conditions in Article 17.a shall have the right to continue to use the Name provided that such Affiliate (i) remains a not for profit organization whose mission includes the relief of poverty, injustice, suffering or inequality and the Affiliate, (ii) is not at any time under the direct control of Government, (iii) is not in the reasonable opinion of the IP Entity to be established under Article 21.f a part of an organized criminal network; and (iv) remains a secular organization; further provided that if such Affiliate has entered any License Agreement with the Foundation, then its use shall be subject to an equivalent License agreement entered into with such IP Entity.

Article 18

Suspension

Where necessary to protect the global organisation against risk, the Board may suspend an Affiliate from its participation and voting rights in the Affiliate Business Meeting with immediate effect. Within 2 months of the suspension, the Board shall convene an Affiliate Business Meeting, which shall be asked to either lift the suspension or initiate a procedure of expulsion or termination of membership pursuant to Articles 19 and 20 of this Constitution. The Affiliate Business Meeting may be convened urgently to discuss and if it considers appropriate lift the suspension. At any time before the relevant meeting of the Affiliate Business Meeting, the Board may lift the suspension. The Rules of Procedure may provide for further details on suspension.

Article 19

Expulsion

- a. An Affiliate which is, by virtue of a resolution of the Affiliate Business Meeting adopted by the majority required by Article 12.h., found to be in gross violation of the fundamental principles of the Constitutional Documents may be expelled as an Affiliate if so proposed by the Board. The expulsion shall take effect immediately after the expulsion resolution has been adopted.

- b. A resolution of the Affiliate Business Meeting to proceed to expulsion shall only be tabled after all reasonable steps have been taken to counsel, mediate or otherwise correct the violation of the fundamental principles of the Constitutional Documents referred to in the aforesaid provisions of this Article.
- c. Notwithstanding the above, if a resolution of the Affiliate Business Meeting to expel an Affiliate takes effect, the Affiliate concerned shall forfeit the right to use the Name, or any derivative or non-English language form of the Name, in conformity with the terms of the Affiliation Agreement and/or the License Agreement provided that the Affiliate Business Meeting establishes that the use of the Name by the expelled Affiliate would cause grave and enduring damage to the Foundation or its Affiliates. The expelled Affiliate shall also forfeit the right to use the Foundation's Trade Mark in accordance with the relevant License Agreement.
- d. The expelled Affiliate shall have the right to appeal within thirty (30) calendar days against a resolution of the Affiliate Business Meeting by which it is expelled, either to an independent arbitrator under the Rules of Procedure or to the appropriate court of law. Until the appeal is decided, the expelled Affiliate shall not be entitled to participate in the affairs of the Foundation or to use the Trade Mark or the Name.
- e. Where expulsion proceedings have commenced against an Affiliate and it then serves notice of its intention to resign, the provisions of this Article 19 shall nonetheless apply and take precedence over the resignation provisions contained in this Constitution.

Article 20

Termination of Affiliation for External Reasons

If an Affiliate, because of undue external interference, is in ongoing breach of the provisions of this Constitution, the Governance Code of Conduct or the Affiliation Agreement, the Affiliate concerned may, by virtue of a resolution of the Affiliate Business Meeting upon proposal of the Board, be suspended from the use of the Name and the Trade mark, domestically and internationally, for such a period as may be determined by the Affiliate Business Meeting. Such resolution shall be adopted by the voting majority provided in Article 12.h. Towards the end of the suspension period the Affiliate Business Meeting shall review the Affiliate's ability to comply with all requirements of affiliation and, upon a proposal thereto by the Board, may, by the voting majority needed as referred to in Article 12.h, decide:

- a. to re-grant the right to the Name and the Trade Mark; or
- b. to extend the period of suspension; or
- c. to proceed to expel the Affiliate, in which case all provisions relating to expulsion contained in Article 19 shall apply.

Article 21

Dissolution

- a. The Foundation can only be dissolved by virtue of a resolution of the Board. Such decision requires the prior approval of the Affiliate Business Meeting with a majority of not less than three fourths of the votes cast by a quorum of seventy-five per cent (75%) of the members of the Affiliate Business Meeting being present, after each member of the Affiliate Business Meeting has been informed thereof at least thirty (30) calendar days prior to the relevant meeting. The dissolution shall take effect only upon the date of establishment of the IP Entity (as defined below).
- b. If upon dissolution of the Foundation and after the satisfaction of all debts and liabilities, any assets remain, the distribution of these remaining assets shall be made as follows:
 1. the rights in the Name and Trade Mark which are owned by the Foundation shall be assigned to the IP Entity. In addition, the benefit, subject to any obligations, of all licenses of the Name granted to the Foundation shall be assigned or distributed, as the case may be, to the IP Entity; and
 2. if any assets remain after the distribution and assignment referred to in aforesaid provision under b.1, these remaining assets shall be distributed as far as reasonably possible among the Affiliates at the date of dissolution according to the apportionment formula operating at the time and only to be diverted for use to the benefit of the objects set out in Article 3.

No part of the net earnings of the Foundation shall inure to the benefit of any member of the Board, officer of the Foundation, founder of the Foundation or any private individual, except that reasonable compensation may be paid for services rendered to or for the Foundation, and no member of the Board, officer of the Foundation, founder of the Foundation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Foundation subject however to the due observance of the provisions stated under subparagraph 2. of this paragraph b. and those under paragraph f of this Article.

- c. After its dissolution the Foundation shall continue to exist insofar as this is necessary for the liquidation of its assets. The words "*in liquidatie*" shall be added to its name.
- d. Upon its dissolution, the members of the Board shall act as liquidators of the assets of the dissolved Foundation. The provisions of the laws of the Netherlands and this Constitution relating to the appointment, suspension and removal from office of members of the Board shall apply to these liquidators, who shall have the same powers, duties and liabilities as a member of the Board insofar as these are compatible with their duties as liquidators.
- e. After the liquidation of the Foundation, its books and records shall remain in the custody of the person designated for that purpose by the liquidators for a period of

ten (10) years.

- f. After a resolution is adopted under paragraph a. of this Article, the Affiliates specified in Article 17.a shall establish an organization (the '**IP Entity**') to hold the Trade Mark and all rights in the Name. If no agreement is reached within sixty (60) calendar days of such resolution, the IP Entity shall take the form of a Stichting (foundation) established under Dutch law to be established by the liquidators of the Foundation: (a) under an identical Constitution except that the following shall be added to the end of the first paragraph of Article 3: "to license the Name to Affiliates to use in accordance with the following objects", and Article 4a to h shall be deleted; and (b) with the Board serving the IP Entity at the date of the resolution referred to in paragraph a. of this Article (except that such Board of the IP Entity will only include representatives of the entities who were entitled to continuing rights to use the Name immediately prior to dissolution of the Foundation under Article 17.a ('**Participating Affiliates**')). The members of the Board, acting by virtue of their powers under Article 21.d shall assign all of the Foundation's rights in the Trade Mark, and the benefit (subject to the burden) of all licenses of intellectual property rights granted to it to the IP Entity. The Board of the IP Entity will grant such Affiliates as were entitled to use the Name under Article 17.a immediately prior to dissolution of the Foundation the continuing right to use the Name only (and not the Trade Mark) on substantially the same terms as set out in the License Agreement. The IP Entity shall be funded jointly in equal shares by all such participating Affiliates and shall maintain the Trade Mark in force for as long as reasonably possible after dissolution of the Foundation to prevent third parties from using it. The Board of the IP Entity shall take a proactive role in monitoring the compliance of licensees with the objects under Article 3, and shall report bi-annually to the Affiliates. Where a licensee is in breach, the Board of the IP Entity shall take such necessary action in accordance with the License Agreement.

Article 22

Final Provisions

The laws of the Netherlands shall apply to any matter relating to the Foundation and its conduct and to this Constitution, the Governance Code of Conduct and the Rules of Procedure. In any case not provided for either by Dutch law or this Constitution, the Board shall decide.

Article 23

Transitional Provisions

Until the first meeting of the Assembly is held, the provisions of this Article 23 shall apply in deviation of certain provisions of this Constitution. As at the opening of the first meeting of the Assembly, this Article and its heading shall automatically cease.

- a. All rights and powers of the Assembly will vest in the Affiliate Business Meeting.

- b. In deviation of the definition of “Independent”, under Article 1.o, “Independent” shall mean in relation to a (prospective) member of the Board a person who, cumulatively:
 - (i) is not or has not been an employee of the OI Secretariat in the 1 year preceding their appointment as a member of the Board;
 - (ii) is not or has not been an employee of any Affiliate or Prospective Affiliate in the 1 year preceding their appointment as a member of the Board; and
 - (iii) is not or has not been a (temporary) member of the Board of Directors or Trustees or Supervisors or other governance body (i.e. that has a fiduciary responsibility and/or decision-making authority) of the Affiliate or a (temporary) member of the management or executive board of any Affiliate or Prospective Affiliate in the 1 year preceding their appointment as a member of the Board.

- c. In deviation of Article 7.b, the profile and competency framework for the members of the Board as referred to in that Article shall be subject to approval from the Affiliate Business Meeting.

- d. In deviation of Article 7.c., all members of the Board shall be appointed by the Affiliate Business Meeting, in due consideration of the profile and competency framework. Out of those members, the Affiliate Business Meeting shall appoint the Chair.