

STICHTING OXFAM INTERNATIONAL

GOVERNANCE CODE OF CONDUCT

1. THE NAME OXFAM AND THE OXFAM INTERNATIONAL TRADE MARK

- a. Each Affiliate will use the Name in accordance with the Constitution, this Code, the Rules of Procedure (hereinafter called “the Rules”) and the provisions of each Affiliation Agreement. All Affiliates will strive and will take any necessary legal steps in their national territory, to protect the common Name from unauthorized use, or imitation, by any person or body.
- b. No Affiliate will claim to represent the views of other Affiliates without explicit authority to do so.
- c. Every Affiliate will include the Name in its title. The Foundation shall have authority to make special transition arrangements for any Affiliate not using the Name on admission to affiliation and which, for good cause, does not immediately wish to comply with this requirement.
- d. Each Affiliate will clearly identify its affiliation to the Foundation on all of its public documents.
- e. In order to differentiate between the various Affiliates, each organization will normally be registered using the Name with its country of origin called country denominator. (An exception is made for the original owner of the name whose legal name is recognized to be ‘Oxfam’.)
- f. In humanitarian response, development programming, campaigning, or events representing the confederation, every Affiliate will use the name “Oxfam” subject to local law. The country denominator will be used in the domestic markets of Affiliates. Affiliates may also use the country denominator outside of domestic markets for affiliate specific activities, or where it is necessary to distinguish from other Oxfams for representational or legal reasons.
- g. Each Affiliate will use the Trade Mark in accordance with the provisions of each Licence Agreement to which it is party.

2. SOVEREIGN POWERS/TERRITORIALITY

Definition: *Sovereign Power is deemed to be the exclusive right and authority of an affiliated Oxfam (or Oxfams as in Canada) to act as, and on behalf of, Oxfam International in a given country or territory, in accordance with the Foundation documents and through any Licence Agreement granted by Oxfam International.*

- a. Affiliates will respect the territorial sovereignty of other Affiliates within their respective home countries.
- b. Affiliates will consult with the Foundation and with other Affiliates likely to be affected before publishing information, research or views which are critical of the government of another Affiliate or of the government of a country in which the Foundation and/or other Affiliates have programs and which might impact upon the safety of Oxfam staff.
- c. Members of one Affiliate's staff visiting the territory of another Affiliate for purposes connected with their own organization, e.g. conference or consultancy, will notify the local Affiliate of their plans and program. Media interviews must not be made without agreement of the local Affiliate and/or Oxfam International office where there is no local Affiliate.
- d. Affiliates will not fundraise in the territory of another Affiliate without specific prior written approval from that Affiliate.
- e. No Affiliate will apply for or use funds from the government of a country in which another Affiliate is based without the prior written approval of that Affiliate. Such funds may be used when all of the following apply:
 1. the local Affiliate concerned does not have a program in the country where the funds would be used;
 2. the funds meet emergency needs in an acute life-threatening situation;
 3. the funds support work for which the recipient Affiliate has a comparative advantage, which is not readily available by providing said support through a non-Oxfam International NGO; and
 4. the local Affiliate concerned is informed in writing at the earliest possible moment about potential funding and concurs in an expeditious manner that the above conditions have been met.
- f. Affiliates will not approach the national government of another Affiliate or use its media for advocacy or lobbying purposes or carry out any other activity within its territory without specific prior written approval from the local Affiliate.
- g. If an Affiliate approaches a multilateral or international body in accordance with the Oxfam International protocols for working with multilateral or international bodies, then they shall inform the Foundation through the relevant local Oxfam International office if any, and if none the OI Secretariat,

and in addition the local Affiliate if there is one. Engagement with the relevant multilateral or international body does not require prior approval of the local Affiliate if any. Any campaign activity may be approved by Oxfam International, but will usually be in consultation with the local Affiliate.

Affiliates will not move unilaterally to establish Oxfam programs in a country where no Affiliate or prospective Affiliate is currently working or start a new Oxfam presence in a country, other than through the One Oxfam processes (as set out in the Global Management Agreement) and as part of the agreed Global Investment Plan.

- h. If an Affiliate wishes to start a new presence in a country it must do so through the agreed One Oxfam processes (as set out in the Global Management Agreement).
- i. Any exceptions in paragraphs 2.a. up to 2.i. must be agreed by the Affiliate Business Meeting and aligned with the Oxfam International Strategic Framework and Operational Plans.

3. CRITERIA FOR MEMBERSHIP

Each Affiliate must undertake to:

- a. have major objects consistent with Article 3 of the Constitution;
- b. be viable financially and in management terms;
- c. accept and agree to abide by the Constitution and Rules;
- d. act in accordance with this Code;
- e. pay all collective funding amounts at the specified time and on the basis of the agreed apportionment formula, subject to Rule 17 of the Rules;
- f. exchange with other Affiliates and the Foundation relevant information, consult on matters of mutual interest.
- g. in order to demonstrate its international nature, commit itself to fund programs outside its home country and participate fully in the Foundation and the activities the Foundation conducts. Affiliates in developed countries are required to commit a proportion of their income overseas, while Affiliates in developing countries will, over time, be expected to commit funds to work in other countries;
- h. typically, raise a minimum of twenty to fifty per cent (20-50%) of its income from its local community in order to guarantee independence from government and to demonstrate that it is strongly rooted in its own society with local community support. The contribution of an active local volunteer base should also be taken into consideration in assessing independence and local support;

- i. employ a method of working that endeavours proactively to empower counterpart groups, agencies and communities with which it works directly or indirectly;
- j. demonstrate Oxfam values and feminist principles;
- k. the Board will ensure that the process of becoming an Affiliate (Exploration Phase, Planning Phase, Prospective Affiliate Status and Affiliation) are clear to potential Affiliates, consistent with the Foundation's confederation development strategy and properly managed, as per the Rules; and
- l. the decision of the Affiliate Business Meeting will be final on any interpretation or application of these criteria for affiliation.

4. GOVERNANCE AND ACCOUNTABILITY OF AFFILIATES

Affiliates commit to the Oxfam International Governance Standards and may also be signatories to relevant national governance codes. Affiliates should ensure compliance with those National Codes they have signed up to. All Affiliates should adhere to the following:

- a. incorporate and register under the law of companies or the law of associations in its home jurisdiction;
- b. vest legal authority and liability in the Affiliate board established in its registered constitution or by-law;
- c. members of the Affiliate's board shall receive no salary or fee for serving as a member of the Affiliate's board;
- d. in the event of a personal conflict of interest between the Affiliate and a member of the Affiliate's board, if the conflict is declared and reviewed, the member may participate in discussion;;
- e. submit its accounts annually to a registered, independent auditor and freely allow public inspection of the auditor's report which shall in any case take place by publishing the annual accounts and annual report on the website of the relevant Affiliate;
- f. make available an annual report, including financial statements to donors supporting regular giving programs and members of volunteer support groups, and make available any regular newsletters, grant listings, and other publications to donors and supporters;
- g. adhere to the principles of non-discrimination, equity, diversity and inclusion in its staffing, individual volunteer membership and programs with respect to race, religion, gender, sexual orientation and physical ability;
- h. exclude formal religious or political affiliations or other such affiliations which may compromise its independence;

- i. adopt policies of participatory work relations and staff accountability;
- j. Affiliates must attest that their Affiliates' subsidiaries are accountable for their activities to their parent organizations and adhere to the fundamental principles of this Code and other Foundation agreements whether or not they use the Name;
- k. proposals to establish new subsidiaries or mergers must be circulated to all Affiliates through the Secretariat for information and comment; and
- l. proposals to make significant changes in the constitution or the by-law of any Affiliate or subsidiary of such Affiliate, or to enter into an agreement with another organization or a government for a merger or close cooperation which could affect substantially that Affiliate's autonomy or its ability to take part in the Foundation's activities shall be sent to the OI Board no less than three (3) months in advance of the meeting of the board of the Affiliate or other meeting at which such decision on aforesaid subjects is to be taken.

5. OXFAM BRAND-RISK MANAGEMENT

- a. All Affiliates recognize that:
 - Protection of the integrity of the Name and logo is one of the principal purposes for which the Foundation was formed.
 - All Affiliates and the Foundation share in the risks and rewards associated with their use of the Oxfam brand in their home countries and in all countries in which they work globally.
 - Affiliates are sensitive to the fact that the actions of one or more Affiliates, even within their own national or regional context, may significantly affect others.
 - Affiliates are mutually accountable to their fellow Affiliates and to the Foundation for the management of the Oxfam brand-risk and to build and enhance the brand in the interests of the whole of the Confederation and achievement of Affiliates' and the Foundation's shared goals.
 - Management of the Oxfam brand-risk is complex in that it applies to the highest standards of integrity, transparency and accountability to which all Affiliates and the Foundation are committed, in their advocacy, campaigning, development and humanitarian response programming, fundraising and communications operations.
 - The OI Executive Director, on behalf of the Board, has a responsibility to monitor and manage brand risks, whether intentional or inadvertently, and should assist Affiliates to do so.
- b. In light of the recognition noted in Clause 5.a. above, Affiliates shall plan and undertake their activities, including public advocacy and campaigning activity, in the spirit, and with the intent, of avoiding a material adverse effect on other Affiliates, the Foundation or the Name or brand more generally.
- c. Any Affiliate which may be contemplating an action which may reasonably be expected to have a material adverse effect on another Affiliate, the Foundation

or the Name or brand more generally shall, with due regard to the principles contained in Clauses 5.a. and 5.b. above:

1. not undertake the proposed action until agreement is reached by following the process outlined herein;
 2. first consult with the potentially affected Affiliate or Affiliates and, after undertaking reasonable analysis of the risks and rewards and costs and benefits of the proposed action, obtain the agreement of that Affiliate or those Affiliates to undertake only those actions which are compatible with those principles;
 3. for purposes both of monitoring and of involvement of the OI Executive Director as appropriate, alert the OI Executive Director that such consultation has been initiated.
- d. Any Affiliate which reasonably believes that it may be materially adversely affected by the action of another Affiliate shall, in the consultation provided at 5.c.2. above, have due regard to the initiating Affiliate's purposes of the proposed action and to its intended results.
 - e. Similarly, the initiating Affiliate shall have due regard for the potentially affected Affiliate's concerns as to the risks, costs and material adverse effect of the proposed actions.
 - f. Should agreement be reached in any stage of the process outlined in this Clause, this will be recorded in writing with assistance from the OI Secretariat, and a written note of the outcome shall be circulated by the OI Executive Director to all Affiliates for information.
 - g. Should, after a reasonable period of discussion and negotiation, the initiating and potentially affected Affiliates not agree on the proposed action, these Affiliates, or either of them, may refer the matter for consideration by the OI Executive Director who shall keep the OI Board informed.
 - h. If, after appropriate consultation with the initiating and potentially affected Affiliates, the OI Executive Director cannot bring the matter to resolution, the matter shall be referred to the OI Board.
 - i. Affiliates shall report on known brand risks to the OI Executive Director, and the OI Executive Director will present a Risk Management Report to the Board annually. Brand risk will be monitored on all aspects of the Foundation's work that has implications for Affiliates and the OI Executive Director will track these both retrospectively and prospectively. As part of the monitoring process the OI Executive Director may raise any concerns about a potential brand risk with the relevant Affiliate and if necessary may invoke the process from 5.c to 5.h if there is risk to an Affiliate(s).

6. OXFAM INTERNATIONAL FINANCIAL STANDARDS

All Affiliates will meet the minimum requirements of the Foundation's Financial Standards.

7. PROGRAM WORKING PRINCIPLES

These working principles set common standards which all Affiliates and the Foundation programs aim to achieve:

- a. The Affiliates and the Foundation will at all times work through local and accountable organizations and/or towards strengthening or facilitating the establishment of such organizations or structures.
- b. Exceptionally, where and when local capacity is insufficient, the Affiliates and the Foundation will help people directly, through consultants (preferably from the South), staff, emergency workers and/or co-operants or other support people recruited for their professional capacity. These staff or support people will be brought in (only when local capacity is insufficient or inappropriate) preferably from Southern countries, but also from the North and can where necessary be involved in operational tasks. They will work simultaneously on strengthening local capacity, which means they will be accountable, facilitate local ownership, and work with a short or long-term withdrawal strategy.
- c. The category of volunteers who are brought in for their own learning experience are accountable to the local organization who has agreed to "adopt" them for specific tasks during a specific time-span.
- d. Affiliates and the Foundation and organizations / structures supported by the Affiliates and the Foundation will organize planning, management, implementation and evaluation of projects in such a way that people from participating groups or communities can (optimally) run or (minimally) significantly influence that project at different levels. Affiliates and the Foundation will base their partnership on a relationship where they support partners to achieve partner aims; where partners themselves propose a direct way. Explicit procedures should be in place to ensure that women and, where relevant, other marginalized people can significantly influence the projects. This includes systems to encourage diversity and to allow for and resolve disagreements, complaints or conflicts.
- e. Gender and diversity issues (including but not limited to issues around class, ethnicity, ability, language and age) are explicit parts of any level of strategic planning, management, implementation, evaluation or withdrawal strategies, whether this shall be done by local organizations / structures, or by the Affiliates and the Foundation themselves.
- f. The constant search for better practice is developed as part of the organizational culture of the Affiliates and the Foundation and is facilitated in local organizations/structures. This involves using and developing participatory processes and instruments at different levels: strategic renewal, planning, monitoring, (self) audit of organizations, programs and projects, (self) evaluation, external evaluations and impact assessment. Linking and learning across projects, organizations and countries should be encouraged.

8. OXFAM PROGRAMS

The Board shall oversee the Foundation's Country programs. The country programs should be consistent with the Foundation's Working Principles, the Southern Campaigning and Advocacy Guidelines, the Contract on Humanitarian Action and the Program Standards.

9. ADVOCACY, CAMPAIGNING AND EDUCATION

All Affiliates will adhere to agreed Foundation policies, subject to Article 12 of the Constitution.

- a. Approval of Policies
The authority to agree new Oxfam policy is delegated by the Board to the Policy Signoff Group (PSG) convened by the OIS Director of Advocacy, Campaigns and Engagement, consisting of the Policy Director or equivalent of each Affiliate, with each having an equal voice and vote.
- b. Policy Compliance
Once a policy is agreed, Affiliates shall not make statements contradicting that policy. Affiliates shall not make statements on a policy or an unapproved policy on which there is disagreement.
- c. Disputes
If there is disagreement on a new policy, then such disagreement should be escalated through the dispute resolution procedures for resolution as determined by the OI Board.

10. HUMANITARIAN MANDATE

All Affiliates will subscribe to the Humanitarian Mandate, as an essential part of the Foundation's objects, which encompasses long-term development, campaigning and humanitarian work. Affiliates also subscribe to the Foundation's humanitarian policies and standards.

The Foundation's humanitarian commitment is based on Article 3 of the Universal Declaration of Human Rights (Right to Life, Security and Liberty of Person), Human Rights Law and International Humanitarian Law. Affiliates agree to be accountable to the Code of Conduct for International Red Cross and Red Crescent Movement and Non-Governmental Organizations in Disaster Relief, and the Humanitarian Charter and Minimum Standards in Disaster Response (Sphere).

- a. The Humanitarian Mandate is the duty to promote and implement effectively the right of every human being to get assistance and protection in times of emergency, without any kind of discrimination or conditionality; and getting this assistance on the basis of their needs only.
- b. The Foundation's direct actions, support to partners and speaking out on human rights in humanitarian disasters must be designed to have the maximum impact in upholding the right to life and security.

- c. The Foundation will actively strive to reduce the vulnerability of people to future disasters, to help women, men and children be active agents in their own lives, and help sustainable livelihoods.
- d. The Foundation's primary accountability is to the vulnerable people that it seeks to assist.