

**CALP BOARD OPERATIONAL DOCUMENT**

**1 INTERPRETATION**

- 1.1 This document (hereby referred to as the "**Operational Documentation**") may be requested at any time by any member from the Board members and sets out the running of CaLP, including (and without limitation): how decisions are made on behalf of CaLP; the relationship with the Host Agency; how donor funds are managed; and, the strategic direction of CaLP.
- 1.2 All members agree and acknowledge that CaLP is a network set up for the purposes of learning and best practice, and the Board members have no authority to enter into contracts on behalf of the members or otherwise bind or represent the members other than to agree to accept new members on the current membership terms and to enter into a hosting agreement on behalf of CaLP on such terms as may be approved by the Board members in accordance with this Operational Documentation.
- 1.3 This Operational Documentation shall be effective from 1 January 2016 at which time the Board shall comprise one representative of each of the Founding Members.
- 1.4 This Operational Documentation may be varied by a decision of the Board members, acting in accordance with clause 10 below.

**Address** a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with CaLP;

**Board members** the members appointed to the board of CaLP at any given time;

**Board Member Criteria** the selection criteria which Board members should meet, as set out in Appendix 1;

**CaLP** the network called the Cash Learning Partnership formed by the Founding Members to which members shall be offered the opportunity to join in accordance with the membership terms and Operational Documentation;

**CaLP Director/Coordinator** the head of CaLP Global Programmes Team; employed by the Host Agency to lead CaLP's work and co-ordinate and administer the work of CaLP and the board;

**clear days** in relation to the period of a notice means a period excluding:

- (a) the day when the notice is given or deemed to be given; and

(b) the day for which it is given or on which it is to take effect;

**Delegate(s)** the Chairperson and any other Board members (at least one of which shall not be an employee of the Host Agency) who shall be granted the requisite authority and be empowered to authorise, sign and enter into the hosting agreement on behalf of CaLP (the details of which shall be approved by the eligible Board members in accordance with this Operational Documentation, clearly documented and available to all members upon request) and/or any correspondence on behalf of CaLP;

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

**eligible Board members** means, in relation to a matter or decision, a Board member who is or would be entitled to count in the quorum and vote on the matter or decision at a meeting of the Board members (but excluding any Board member whose vote is not to be counted in respect of the particular matter or decision);

**Founding Members** Oxfam GB, Action Against Hunger/ ACF International, Save the Children Fund, The International Federation of Red Cross and Red Crescent Societies (which replaced the British Red Cross Society) and the Norwegian Refugee Council, being the original members of CaLP;

**Grant Manager(s)** any Board member or such other organisation as the Board members may decide from time to time;

**Host Agency** Oxfam GB and/or such other organisation as the Board members may decide from time to time in accordance with this Operational Documentation;

**members** together, the Founding Members and any other person, company, partnership or other legal entity who becomes a member of CaLP from time to time by accepting the terms of membership and paying the respective membership contribution;

**Membership Year** each period of one calendar year commencing on 1 April and ending on 31 March;

**Technical Advisory Group** any working group of members set up and/or nominated by the Board members on such terms of reference as the Board members may decide whose remit is to discuss technical issues relating to CaLP's aims and purposes

and/or technical questions raised by the Board members, and who will advise the Board members on technical matters,

words importing one gender shall include all genders, and the singular includes the plural and vice versa.

## **2 DECLARATION OF BOARD MEMBERS' INTERESTS**

2.1 A Board member must:

- (a) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed arrangement with CaLP or in any arrangement entered into by CaLP which has not previously been declared; and
- (b) absent himself or herself from any discussions of the Board members in which it is possible that a conflict will arise between his or her duty to act solely in the interests of CaLP and any personal interest (including but not limited to any personal financial interest).

## **3 CONFLICTS OF BOARD MEMBER INTERESTS AND CONFLICTS OF LOYALTIES**

3.1 If a conflict of interests arises for a Board member because of duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Operational Documentation, the unconflicted Board members may authorise such a conflict of interests where the following conditions apply:

- (a) the conflicted Board member is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- (b) the conflicted Board member does not vote on any such matter and is not to be counted when considering whether a quorum of Board members is present at the meeting; and
- (c) the unconflicted Board members consider it is in the interests of CaLP to authorise the conflict of interests in the circumstances applying.

3.2 In this paragraph a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Board member or to a connected person.

## **4 BOARD MEMBERS**

4.1 No one may be appointed a Board member if he or she would be disqualified from acting under the provisions of the Operational Documentation.

4.2 The composition of the board shall comprise of:

- (a) a minimum number of five Board members; and
- (b) a maximum number of thirteen Board members,

at any given time, of which there shall ideally be:

- (c) a diverse array of organisations (including national, international NGOs, private sector and academic institutions);
- (d) one representative of the United Nations humanitarian agencies;
- (e) one representative for the donor community; and
- (f) each of the Founding Members (who are members at any given time),

and should ideally take into account geographical diversion and gender balance.

- 4.3 A Board member may appoint and authorise an alternate (being a member from within the same organisation) to act on his or her behalf at meetings of the Board members.
- 4.4 All Board members will liaise directly with the CaLP Director.
- 4.5 All Board members undertake to fulfil all obligations as set out in the terms of membership.

## **5 POWERS OF BOARD MEMBERS**

- 5.1 The Board members shall oversee the business of CaLP and may exercise all the powers on behalf of CaLP in making strategic and operational decisions. Other than as expressly set out in this Operational Documentation the Board members have no authority to enter into contracts on behalf of the members and/or bind the members in any way.
- 5.2 No alteration of the Operational Documentation shall have retrospective effect to invalidate any prior act of the Board members.
- 5.3 Any meeting of Board members at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Board members.
- 5.4 Where a Board member is appointed as a representative of their respective organisation, all such Board members shall endeavour to obtain the requisite authority and be empowered to make a decision on behalf of, and subsequently bind, their organisation upon their appointment as a Board member.
- 5.5 In the event a Board member does not have the requisite authority to bind their representative organisation, that Board member undertakes to endeavour to consult and facilitate decision making with the relevant stakeholder individuals within their respective organisations to a timetable agreed by the Board members.
- 5.6 The Board members, from time to time, shall appoint such number of Board members as it considers necessary to be Delegates (the details of which shall be clearly documented).

Where appropriate, the Board members can agree to delegate certain decisions to individual Board members and impose any restrictions deemed necessary (the details of which shall be clearly documented).

## **6 RETIREMENT OF BOARD MEMBERS**

6.1 Unless otherwise decided by the Board members in accordance with the provisions of the Operational Documentation, each Board member must retire from his position upon the expiry of his term of appointment.

6.2 Subject to there being at least the minimum Board member requirements (as set out in paragraph 4.2), each Board member may retire voluntarily prior to the expiry of his term of appointment by:

- (a) handing in his written notice to the Board members; and
- (b) giving not less than three calendar months' notice;

and will be subject to compliance with paragraph 6.3.

6.3 If a Board member retires by virtue of a provision of the Operational Documentation, the retirement shall take effect upon the conclusion of the next bi-annual board meeting (unless otherwise decided by the Board members).

## **7 APPOINTMENT OF BOARD MEMBERS**

7.1 In accordance with the provisions of the Operational Documentation, the Board members may appoint a person who:

- (a) either is or represents a member;
- (b) is willing to act to be a Board member; and
- (c) meets the Board Membership Criteria.

7.2 All members who are entitled to receive notice of a board meeting must be given not less than seven nor more than twenty-eight clear days' notice of any decision to be put to the meeting to appoint a Board member other than a Board member who is to retire by rotation.

7.3 A Board member may be appointed for a term of no longer than three years (the "**Initial Term**").

7.4 If approved by the Board members in accordance with the terms of the Operational Documentation, the Initial Term may be extended for a reasonable period as agreed by the eligible Board members (the "**Subsequent Term**").

7.5 At the end of the Subsequent Term, the board member in question shall either:

- (a) retire (in accordance with paragraph 6); or

- (b) if authorised by the remaining eligible Board members, remain in office for such further period as the eligible Board members may agree.

7.6 The appointment of a Board member must not cause the number of Board members to exceed any number fixed as the maximum number of Board members.

## **8 DISQUALIFICATION AND REMOVAL OF BOARD MEMBERS**

8.1 A Board member shall cease to hold office if he or she:

- (a) ceases to be a member of CaLP (either as an individual or by virtue of the organisation which he is appointed a representative of);
- (b) does not comply fully with their responsibilities and commitments which include (but are not limited to):
  - (i) failure to show representation at three consecutive bi-annual face to face meetings;
  - (ii) non-payment of membership recommended contributions; and
  - (iii) failure to support multi-year fundraising efforts after having been requested to do so;
- (c) in the written opinion, given to the Board members, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Board member and may remain so for more than three months; or
- (d) resigns as a Board member by notice to CaLP (but only if at least five Board members will remain in office when the notice of resignation is to take effect).

## **9 PROCEEDINGS OF BOARD MEMBERS**

9.1 The Board members may regulate their proceedings as they think fit, subject to the provisions of the Operational Documentation.

9.2 The Board members will meet for, and be physically present at, a minimum of two meetings each Membership Year (or as otherwise agreed from time to time by the Board members) at a time and location to be decided by the Chairperson.

9.3 Save as where otherwise stipulated herein, a meeting may be held by any suitable electronic means agreed by the Board members in which each participant may communicate with all the other participants.

9.4 No decision may be made by a meeting of the Board members unless a quorum is present at the time the decision is purported to be made. Save for where documented otherwise, "**present**" includes being present by suitable electronic means agreed by the Board members in which a participant or participants may communicate with all the other participants.

- 9.5 It is expected that all Board members shall attend all board meetings, however the minimum quorum for a meeting shall be:
- (a) a representative of 3 of the Founding Members (for as long as they remain a Board member); and
  - (b) two thirds of any further appointed Board members at any given time or, in any event, such larger number as may be decided from time to time by the Board members.
- 9.6 A Board member shall not be counted in the quorum when any decision is made about a matter upon which that Board member is not entitled to vote.
- 9.7 If the number of Board members is less than the number fixed as the quorum, the continuing Board members or Board member may act only for the purpose of filling vacancies or of calling a Board meeting (save as for when otherwise agreed by all eligible Board members).
- 9.8 The CaLP Director / Coordinator shall be entitled to attend the meetings of the Board members and participate in the discussions, except where specifically requested by the Board members to be absent. The CaLP Director / Coordinator will not be entitled to vote on any matters and will not be counted in the quorum. Other members of the CaLP team may be brought into the meeting upon agreement between the CaLP Chairperson and CaLP Director/Coordinator (to take minutes, make presentations or to participate in specific discussions), and such other members of the CaLP team shall not be entitled to vote on any matters and will not be counted in the quorum.
- 9.9 The Board members shall appoint a fellow Board member to chair their meetings and may at any time revoke such appointment (the “**Chairperson**”).
- 9.10 The Chairperson must be a Board member.
- 9.11 The appointment of the Chairperson shall be for a term of two years starting from the date of appointment.
- 9.12 Once the term of appointment of the Chairperson has expired or the Chairperson, by virtue of the Operational Documentation, is no longer a member of the board, either:
- (a) a new Chairperson must be appointed; or
  - (b) the current Chairperson must remain in the position for such a period as agreed by the eligible Board members.
- 9.13 If no-one has been appointed to chair meetings of the Board members or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Board members present may appoint one of their number to chair that meeting.
- 9.14 The Chairperson shall have no functions or powers except those conferred by the Operational Documentation or delegated to him or her by the Board members.

- 9.15 The Chairperson may call an additional meeting of the Board members over and above the minimum requirement set out at paragraph 9.2, when necessary, to discuss specific issues.
- 9.16 A decision in writing or in electronic form agreed by all of the Board members entitled to receive notice of a meeting of the Board members and to vote upon the decision shall be as valid and effectual as if it had been passed at a meeting of the Board members duly convened and held.

## **10 VOTING**

- 10.1 All Board members shall have one vote each (save as where otherwise stated herein).
- 10.2 Where possible, any decisions should be made by consensus.
- 10.3 In the event that decisions cannot be generated by consensus (in accordance with paragraph 10.2) decisions may be reached by simple majority vote of the Board members present. In the event of a deadlock decision, the Chairperson shall have the casting vote.

## **11 ROLE OF THE TECHNICAL ADVISORY GROUP**

- 11.1 The board may set up a Technical Advisory Group with the purpose of providing input and guidance to CaLP on technical matters and developments. The Technical Advisory Group shall be comprised of such members as the Board members may decide in accordance with the Technical Advisory Group Terms of Reference in effect at any given time, which may include the right for the Technical Advisory Group to set up specific technical working groups / task forces and to request the Host Agency to engage external experts on specific technical matters. The CaLP Technical Advisory Group is coordinated by the CaLP Technical Coordinator, who is employed by the Host Agency and reports to the CaLP Director/Coordinator. The Board members may impose conditions on the Technical Advisory Group, including the conditions that:
- (a) the Technical Advisory Group is restricted to acting within the remit communicated by the Board members and must otherwise seek express authority from the Board members; and
  - (b) no expenditure may be incurred on behalf of the Technical Advisory Group except in accordance with a budget previously agreed with the CaLP Director/Coordinator; and
  - (c) the CaLP Technical Coordinator of the Technical Advisory Group attend such part of a Board meeting as is necessary to report to the Board members and/or respond to questions from the Board members on technical matters.
- 11.2 The Board members may amend the Technical Advisory Group Terms of Reference.
- 11.3 The acts, proceedings and outcomes of the Technical Advisory Group shall be reported to the CaLP Director / Coordinator, who will report back to the Chairperson and/or the Board members as may be necessary.

## **12 VALIDITY OF BOARD MEMBERS' DECISIONS**



12.1 All acts done by a meeting of Board members, shall be valid notwithstanding the participating in any vote of a Board member:

- (a) who was disqualified or removed from his position;
- (b) who had previously retired; or
- (c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if without:

- (d) the vote of that Board member; and
- (e) that Board member being counted in the quorum,

the decision has been made by a majority of the Board members at a quorate meeting.

### **13 EXPENSES**

13.1 All expenses relating to travel and accommodation when attending a board meeting shall be borne by the organisation to which a Board member belongs or (in the case of an individual) by the individual themselves.

13.2 Any reimbursement of expenses to any member or Board member will require authorisation of a Board member who is empowered to do so in accordance with paragraph 5.

### **14 MINUTES**

14.1 The Board must keep minutes of all:

- (a) appointments made by the Board members;
- (b) proceedings at meetings of CaLP;
- (c) meetings of the Board members and committees of Board members including:
  - (i) the names of the Board members present at the meeting;
  - (ii) the decisions made at the meetings; and
  - (iii) where appropriate the reasons for the decisions.

### **15 GRANT MANAGERS AND DONOR AGREEMENTS**

15.1 The Grant Managers and/or the Host Agency shall manage the relationship with donors and shall undertake all formal representation with the donor on behalf of CaLP, and act in accordance with this Operational Documentation.

- 15.2 For each grant a donor agreement shall be signed between the Host Agency and (as appropriate) the Grant Manager and/or the donor.
- 15.3 The Host Agency shall request payments from the donor or the Grant Manager (as appropriate) in accordance with the donor agreement(s).
- 15.4 The Grant Manager and/or the Host Agency shall make clear to the donor that it is acting on behalf of CaLP and shall use all reasonable endeavours to negotiate network friendly provisions in the donor agreement, in particular the freedom to transfer responsibility for the Grant to other members or another host agency in the event that the Grant Manager or the Host Agency leaves CaLP under any circumstances or the Host Agency ceases to host CaLP for any reason.
- 15.5 Security, emergency and policy decisions will be made and determined collectively so far as possible but ultimate responsibility for such decisions made in connection with this paragraph shall remain with each respective member.

## **16 HOST AGENCY**

- 16.1 The Host Agency shall enter into a hosting agreement made between the Host Agency and the Founding Members with an effective date of 1 January 2016 which will govern (amongst other things) the Host Agency and the arrangements for the hosting that it provides for CaLP.
- 16.2 Other Members may agree that employees can be hosted by any other Member of CaLP to carry out activities in connection with CaLP in accordance with an agreement between the Host Agency and any other Member of CaLP.
- 16.3 The Board members may seek to make any reasonable amendments to the Hosting Agreement from time to time and the Delegates are authorised to agree the amendments with the Host Agency.

## **17 ACCOUNTS**

- 17.1 The Board members will be provided with a financial overview of CaLP for each financial year, showing a true and fair view of the finances CaLP, in accordance with the hosting agreement
- 17.2 The Board members shall provide to members a copy of the CaLP work plan and annual update.

## **18 MEANS OF COMMUNICATION TO BE USED**

- 18.1 Subject to the Operational Documentation, any notice or document to be sent or supplied to a board member in connection with the taking of decisions by Board members may also be sent or supplied by the means by which that Board member has asked to be sent or supplied with such notices or documents for the time being.
- 18.2 Any notice to be given to or by any person shall be given pursuant to the terms of the CaLP Membership Agreement.

- 18.3 A Board member present in person at any meeting of CaLP shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 18.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 18.5 Proof that an electronic form of notice was given shall be conclusive where it can be demonstrated that it was properly addressed and sent.

## **19 RULES**

- 19.1 The Board members may from time to time make such reasonable and proper rules or by-laws as they may deem necessary or expedient for the proper conduct and management of CaLP and shall be binding on all members of CaLP.
- 19.2 No rule or by-law shall be inconsistent with, or shall affect or repeal anything contained in, the Operational Documentation.
- 19.3 The by-laws may regulate the following matters but are not restricted to them:
- (a) the admission of members of CaLP (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
  - (b) the conduct of members of CaLP in relation to one another, and to CaLP's employees and volunteers;
  - (c) the procedure at board meetings and meetings of the Board members; and
  - (d) generally, all other such matters as considered reasonable.
- 19.4 The Board members must adopt such means as they think sufficient to bring the rules and by-laws to the notice of members of CaLP.

## APPENDIX 1

### BOARD MEMBERSHIP CRITERIA

For the purposes of the board selection process, CaLP places emphasis on the specific characteristics of both the organisation and the individual. The descriptions below represent the minimum criteria necessary for selection at each level.

#### A. Organisational Level Criteria

1.1 The CaLP board will be filled by organisations with the following characteristics:

- (a) alignment with CaLP's global mission and vision;
- (b) demonstrated commitment to humanitarian principles, transparency, coordination, accountability, quality and improving performance;
- (c) ability to leverage organisational expertise in one or more of the following areas: humanitarian operations, accounting, legal affairs, financial management, fundraising, advocacy & policy, human resources, business, etc.;
- (d) ability to contribute directly to the financial sustainability of CaLP through strategic fundraising efforts; and
- (e) ability to identify and appoint a director level representative to serve as the organisation's board member (see below for selection criteria).

#### B. Individual Level Criteria:

1.2 In addition to those organisational-level selection criteria listed above, CaLP seeks the following characteristics among those individuals nominated by their organisation to be board representatives:

- (a) high-level decision-maker (director-level or above) within the respective organisation;
- (b) able to generate buy-in among senior colleagues within their organisation and allocate resources accordingly;
- (c) able to ensure that decisions made by CaLP are circulated within their organisation;
- (d) demonstrated commitment to and experience in supporting the identification and cultivation of potential donors/funding institutions;
- (e) extensive experience at senior leadership level in one or more of the following areas: humanitarian operations, accounting, legal affairs, financial management, fund raising, advocacy & policy, human resources, business, etc.;
- (f) broad range of field experiences, preferably in humanitarian contexts;

- (g) demonstrated commitment to humanitarian principles, transparency, coordination, accountability, quality and improving performance;
- (h) commitment to participate in at least two face to face board meetings per year;
- (i) commitment to serve as Chairperson on a rotational basis;
- (j) commitment to contribute on an ad-hoc basis to the review of CaLP work pieces related to his/her area of expertise; and
- (k) commitment to serve without compensation, and sign and abide by a Conflict of Interest Statement.

For information only

I/we hereby agree to the Operational Documentation which shall be effective from 1 January 2016:

Signed: .....

Print Name: .....

Organisation: .....

Date: .....

For information only