

**STICHTING OXFAM INTERNATIONAL**  
**CODE OF CONDUCT**

**1. THE NAME OXFAM AND THE OXFAM INTERNATIONAL TRADE MARK**

- 1.a Each Affiliate will use the name 'Oxfam' in accordance with the Constitution, this Code, the Rules and the provisions of each Affiliation Agreement. All will strive, and will take any necessary legal steps in their national territory, to protect the common name 'Oxfam' from unauthorised use, or imitation, by any person or body.
- 1.b No Affiliate will claim to represent the views of other Affiliates without explicit authority to do so. Any statements published by Oxfam International in the name of all the Affiliates shall, insofar as is possible, be unanimous, or failing unanimity at least two votes shall be necessary to block a decision; if some Affiliates do not wish to participate in the statement, those agencies who are participating must be listed.
- 1.c Every Affiliate will include the name 'Oxfam' in its title. The Foundation shall have authority to make special arrangements for any Affiliate not using the name 'Oxfam' on admission to affiliation and which, for good cause, does not immediately wish to comply with this requirement.
- 1.d Each Affiliate will clearly identify its affiliation to Oxfam International on all of its public documents.
- 1.e In order more easily to differentiate between the various Affiliates, each organisation will normally be registered using the name 'Oxfam' with its country of origin and will use its full legal name as widely as possible. (An exception is made for the founding organisation whose legal name is recognised to be 'Oxfam'; the organisation has agreed however to use the name 'Oxfam GB' internationally and to register its offices in other countries with this name.)
- 1.f In cases where Affiliates have joint programmes, the programmes will be referred to as "Oxfam in.....(country)".
- 1.g Each Affiliate will use the Trade Mark in accordance with the provisions of each Licence Agreement to use the Trade Mark to which it is a party.

## **2. SOVEREIGN POWERS/TERRITORIALITY**

- 2.a Affiliates will respect the territorial sovereignty of other Affiliates within their respective home countries.
- 2.b Affiliates will consult 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 other Affiliates have programmes and which might impact upon the safety of their staff.
- 2.c Members of one Affiliate's staff visiting the territory of another Affiliate for purposes connected with their own organisation, e.g. conference, consultancy, etc. will notify the local Affiliate of their plans and programme. The local Affiliate must be notified, in advance if feasible, but otherwise as soon afterwards as possible, of any interviews given to the media of that country.
- 2.d Affiliates will not fundraise in the territory of another Affiliate, without specific prior approval from that Affiliate.
- 2.e No Affiliate will apply for or use funds from the government of a country in which another Affiliate is based without the prior approval of that Affiliate. Such funds may, however, be used when all of the following apply:
  - 2.e.1 the local Affiliate concerned does not have a program in the country where the funds would be used;
  - 2.e.2 the funds meet emergency needs in an acute life threatening situation;
  - 2.e.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;
  - 2.e.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.
- 2.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 approval from the local Affiliate.
- 2.g The arrangements in paragraphs 2c to 2f above do not apply to approaches to multilateral or international bodies, but where appropriate the local Affiliate, the Oxfam International Secretariat or the Advocacy Office in Washington should be informed.
- 2.h Affiliates will not move unilaterally to establish programmes in a new country where no Affiliate is currently working without first informing the Affiliates of Oxfam International with a view to possible collaboration.
- 2.i If an Affiliate wishes to start a new presence in a country where another Affiliate is already operating, it must pursue the possibilities of cooperation.

### **3. CRITERIA FOR MEMBERSHIP**

Each Affiliate must undertake to:

- 3.a have major objects consistent with Article 2 of the Constitution.
- 3.b be viable financially and in management terms;
- 3.c accept and agree to abide by the Constitution and Rules of OI;
- 3.d act in accordance with this Code;
- 3.e pay its share of the OI budget at the specified time and on the basis of the agreed apportionment formula, subject to Rule 19;
- 3.f exchange with other Affiliates relevant information, consult on matters of mutual interest, discuss proposed policy changes and review and adopt internal procedures for collaborative work;
- 3.g in order to demonstrate its international nature, commit itself to fund programmes outside its home country and participate fully in Oxfam International. Affiliates in developed countries are required to commit a significant proportion of their income overseas, while Affiliates in the developing countries will, over time, be expected to commit funds to work in other countries;
- 3.h typically, raise a minimum of 20-50% of their income from their local community in order to guarantee independence from government and to demonstrate that they are strongly rooted in their 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.
- 3.i employ a method of working that endeavours proactively to empower counterpart groups, agencies and communities with which it works directly or indirectly;
- 3.j demonstrate gender and cultural sensitivity in programming.
- 3.k The Board's decision will be final on any interpretation or application of these criteria for affiliation.

#### **4. GOVERNANCE AND ACCOUNTABILITY OF AFFILIATES**

Each Affiliate shall adhere to the following:

- 4.a incorporate and register under the law of companies or the law of associations in its home jurisdiction;
- 4.b vest legal authority and liability in the Board established in its registered Constitution or By-Law;
- 4.c Board members shall receive no salary or fee for serving as a Board member;
- 4.d Board members shall abstain from participation in any decision in which they have a conflict of interest;
- 4.e the majority of Board members must not be paid employees of the affiliate;
- 4.f submit its accounts annually to a registered, independent auditor and freely allow public inspection of the auditor's report;
- 4.g make available an annual report, including financial statements to donors supporting regular giving programmes and members of volunteer support groups, and make available any regular newsletters, grant listings, and other publications to donors and supporters;
- 4.h adhere to a principle of non-discrimination in its staffing, individual volunteer membership and programmes with respect to race, religion, gender, sexual orientation and physical ability;
- 4.i exclude formal religious or political affiliations or other such affiliations which may compromise its independence;
- 4.j adopt policies of participatory work relations and staff accountability;
- 4.k deposit regularly with the Secretariat copies of their Constitution or By-Law and those of their subsidiaries as well as their audited annual accounts, their annual reports and, in confidence, the minutes and relevant papers of each Board and Annual General Meeting. (No minutes or papers will be circulated by the Secretariat without specific permission from the relevant Affiliate).
- 4.l Affiliates' subsidiaries must be accountable for their activities to their parent organizations and must adhere to the fundamental principles of this Code and other Foundation agreements whether or not they use the name "Oxfam";
- 4.m proposals to establish new subsidiaries or mergers must be circulated to all Affiliates through the Secretariat for information and comment;
- 4.n proposals to make significant changes in the Constitution or the By-Law of any Affiliate or subsidiary, 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 Oxfam

International activities must be sent to the Secretariat no less than three months in advance of the Affiliate's Board meeting or other meeting at which such decision is to be taken.

## **5. ADVOCACY, CAMPAIGNING AND EDUCATION**

All Affiliates will adhere to the joint policy on working issues agreed by the Advocacy Coordinating Committee. They will not make statements in contradiction of that policy.

## **6. OXFAM BRAND-RISK MANAGEMENT**

6.a All Affiliates recognise that :

- Protection of the integrity of the Oxfam name and brand is one of the principal purposes for which OI was formed.
- All Affiliates and OI share in the risks and rewards associated with their use of the Oxfam brand in their home countries and the more than 100 countries in which Oxfams 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 OI 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 OI's shared goals.
- Management of the Oxfam brand-risk is complex in that it applies to the highest standards of accountability, integrity, transparency and accountability to which all Affiliates and OI are committed, in their advocacy, campaigning, development and humanitarian response programming, fundraising and communications operations.
- The OI ED has a responsibility to monitor and manage brand risk, whether intentional or inadvertent and should assist affiliates to do so.

6. b In light of the recognition noted in paragraph 6.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, Oxfam International or the Oxfam name or brand more generally.

- 6. c Any Affiliate which may be contemplating an action which may reasonably be expected to have a material adverse effect on another Affiliate, Oxfam International or the Oxfam name or brand more generally shall, with due regard to the principles contained in paragraphs 6.a. and 6.b. above,
  - 6.c.1 not undertake the proposed action until agreement is reached by following the process outlined herein.
  - 6.c.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.
  - 6.c.3 as provided in Article 29 and 30 of the Rules of Procedure, for purposes both of monitoring and of involvement of the Oxfam International Executive Director as appropriate, alert the Oxfam International Executive Director that such consultation has been initiated
- 6.d Any Affiliate which reasonably believes that it may be materially adversely affected by the action of another shall, in the consultation provided at 6.c.2 above, have due regard to the initiating Affiliate's purposes of the proposed action and to its intended results.
- 6.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.
- 6.f Should agreement be reached in any stage of the process outlined herein, 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 Affiliate Executive Directors for information.
- 6.g Should, after a reasonable period of discussion and negotiation, the initiating and potentially affected Affiliates not agree on the proposed action, they, or either of them may refer the matter for consideration by the Oxfam International Executive Director.
- 6.h If, after appropriate consultation with the initiating and potentially affected Affiliates, the Oxfam International Executive Director cannot bring the matter to resolution, the matter shall be referred to the Executive Directors of all Affiliates
- 6.i If, by a 75% majority and, after consideration of the analysis and the views of the initiating and potentially affected Affiliates, the Executive Directors agree to the proposed action, it may be undertaken. In the case of advocacy statements proposed to be issued in the name of Oxfam International, the higher level of agreement provided in clause 1.b of this Code of Conduct shall apply.

- 6.j Either the initiating or potentially affected Affiliate of Affiliates may appeal a decision of the Executive Directors by applying the provisions of Rules of Procedure 31.2 to 31.4.
  
- 6.k The OI ED will present a Risk Management Report to the OI Board annually. Brand risk will be monitored on all aspects of OI work that has implications for the whole confederation and the OI ED will track these both retrospectively and prospectively. As part of the monitoring process the OI ED may raise any concerns about a potential brand risk with the relevant affiliate and if necessary may invoke the process from 6.f to 6.j. if there is risk to an affiliate(s).