

Unofficial translation of the full text of the articles of association of Stichting Oxfam International with seat in The Hague, the Netherlands, as they read after the execution of a deed of full amendment of the articles of association before D.J. Smit, civil law notary, officiating in Amsterdam, the Netherlands, on 10 October 2011.

Please note that the Dutch law requires the articles of association of Stichting Oxfam International to be filed in the Dutch language at the trade register of the Dutch Chamber of Commerce. Inevitably, differences may occur in translation, and if so, the Dutch text will by law govern.

STICHTING OXFAM INTERNATIONAL **CONSTITUTION**

Name and Registered Office

Article 1

- a. The 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.

Objects

Article 2

Whereas conflict, injustice and the denial of basic rights are, inter alia, major causes of poverty and empowerment of the poor is necessary to achieve change, the objects 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, distress and suffering and to educate the general public and decision-makers as to the same; and
- c. with a view to the objects set forth under a. and b. to work as an international partnership of goodwill.

Definitions

Article 3

In this Constitution:

- a. the “Foundation” shall mean the Foundation organized by this Constitution;
- b. the “Affiliate” or “Affiliates” shall mean the corporate organizations who subscribe to the objects of the Foundation and who have been entered in the register referred to in Article 6;
- c. the “Board” shall mean the board of directors entrusted with the management of the Foundation and which is its governing body;
- d. the “Rules of Procedure” or “Rules” shall mean the rules referred to in Article 8;

- e. the “Code of Conduct” or “Code” shall mean the code referred to in Article 8;
- f. “Annual Board Meeting” shall mean a meeting of the Board referred to in Article 8;
- g. “Affiliation Agreement” shall mean the form of 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 in signing the Constitution;
- h. “Trade Mark” shall mean the Foundation's graphic logo;
- i. “Licence Agreement” shall mean the agreement allowing for and controlling use of the Trade Mark and the Name by any of the Affiliates;
- j. “Name” shall mean Oxfam;
- k. “Founding Affiliates” shall mean the following Affiliates:
 - (i) Oxfam America;
 - (ii) Oxfam Australia (formerly Community Aid Abroad);
 - (iii) Oxfam en Belgique/in België;
 - (iv) Oxfam Canada;
 - (v) Oxfam GB (formerly Oxfam United Kingdom and Ireland);
 - (vi) Oxfam Hong Kong;
 - (vii) Oxfam Novib (formerly Nederlandse Organisatie voor Internationale Ontwikkelingssamenwerking; and
 - (viii) Oxfam Quebec.
- l. “Article” shall mean an article of this Constitution;
- m. the “Chair” shall mean the chair of the Board;
- n. the “Deputy Chair” shall mean the deputy chair of the Board;
- o. the “Treasurer” shall mean the treasurer of the Board;
- p. “IP entity” means the entity as defined in paragraph f of Article 21;
- q. “Constitutional Documents” shall mean this Constitution, the Code of Conduct, the Rules of Procedure, the Licence Agreement and any other document which the Board agrees is a constitutional document; and
- r. “Secretariat” shall mean the administrative office of the Foundation at such location or locations as the Board shall decide and from such location or locations the Executive Director shall work.

Assets

Article 4

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

Means

Article 5

To attain its objects the Foundation, acting on behalf of the Affiliates, shall:

- a. facilitate international advocacy, research and policy development; and provide public education;
- b. develop and implement a common communications and marketing policy;
- c. facilitate the harmonization and evaluation of the Affiliates' field programs and improve coordination of emergency response;
- 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 alternative trading;
- g. facilitate participation by partner organizations and other relevant constituencies;
- h. enhance the capacity of the Foundation to fulfil its purposes;
- i. apportion the expense of these tasks among the Affiliates in accordance with such budgets as the Board shall approve; and
- j. do all such other things as are necessary to attain these objects.

In compliance with the laws applying in the United States of America no substantial part of the activities of the Foundation shall be carrying on propaganda, or otherwise attempting to influence legislation in the United States of America or participating in, or intervening in, (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office in the United States of America.

Affiliates

Article 6

The name and address of each Affiliate shall be entered in a register kept by the Board.

Affiliates are:

- a. The Founding Affiliates;
- b. The corporate organizations, other than those referred to in aforesaid provisions of this Article, which the Board admits as Affiliates in the manner specified in Article 10.e.3.

All Affiliates, except for the Founding Affiliates, must enter into a separate Affiliation Agreement with the Foundation to:

1. agree to the Constitution of the Foundation, including the objects set out in Article 2, and to the Rules;

2. agree to observe the Code referred to in Articles 8 and 10 and such other codes as the Board may adopt in the future;
3. agree 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 the Articles 18, 19 and 21; and
4. accept that the Trade Mark is owned by the Foundation in full and agree that such Trade Mark may only be used by Affiliates in accordance with the terms and conditions of the Licence 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.

The Board

Article 7

- a. The Board shall consist of such a number of members as equals the number of Affiliates plus one additional member for the position of the Chair. The members shall be appointed and dismissed by the Board itself. Apart from the Chair, the members shall only be legal entities. The position of the Chair shall be held by an individual.
- b. Board members shall not receive any remuneration from the Foundation, but may be repaid such out-of-pocket expenses as the Board shall decide.
- c. Without prejudice to Section 2:298 of the Dutch Civil Code and the previous provisions of this Article, a member of the Board shall cease office if:
 1. the Affiliate concerned resigns from affiliation with the Foundation;
 2. the person appointed as Chair voluntarily resigns;
 3. the Affiliate concerned is expelled from affiliation with the Foundation by the Board with effect immediately upon the passing of a resolution of the Board concerning expulsion; or
 4. the Affiliate concerned is dissolved or is declared bankrupt.

Functions of the Board

Article 8

The Board shall:

- a. represent the Foundation, decide its overall management and formulate its policies and the program of common activities;
- b. adopt a document setting out the Foundation's purpose and beliefs;
- c. adopt a Code of Conduct to supplement or implement this Constitution but in the event of any inconsistency with this Constitution, this Constitution shall prevail;

- d. adopt Rules of Procedure to supplement or implement this Constitution but in the event of any inconsistency with this Constitution and/or the Code, this Constitution and/or the Code shall prevail, provided that in the case of any inconsistency with the Licence Agreement and the Affiliation Agreements any amendment to the Rules of Procedure shall be made in accordance with the provisions of those agreements;
- e. preserve, protect, interpret and amend policies where necessary, including the Constitution, the Rules, the Code, the Licence Agreement, Affiliation Agreements, the Trade Mark, the Name and any other codes as the Board may adopt in the future;
- f. hold an Annual Board Meeting in each calendar year at such time and place as the Board shall decide but with an interval of not more than fifteen (15) calendar months between Annual Board Meetings. Insofar as possible the country venue of each Annual Board Meeting shall be different and be hosted by Affiliates in rotation. The Annual Board Meeting agenda shall include;
 - 1. the annual report of the Foundation including the conclusions of any evaluations;
 - 2. the auditors' report for the preceding year or, on any occasion when the auditor's report cannot be completed before the Annual Board Meeting is held, a financial statement of the Foundation subject to its subsequent audit, which must be formally approved within such period and by such means as the Board shall predetermine;
 - 3. the designation of the auditors;
 - 4. approval of any amendments to the Constitution and the Code; and
 - 5. holding elections, as required, for the Chair, Deputy Chair and Treasurer;
- g. approve a budget for the current or succeeding financial year and agreeing on or adopting an apportionment formula for the Affiliates; and
- h. supervise the management by the Executive Director, approve his/her annual report and examine and approve the Foundation's accounts and expenditure.

Powers of the Board

Article 9

The Board shall have the power to:

- a. represent the Foundation;
- b. resolve to enter into agreements for the purposes of acquiring, maintaining, alienating and encumbering registered goods (*registergoederen*).
- c. establish such sub-committees to the Board, standing or otherwise, as the Board may see fit, define their terms of reference, examine their reports and recommendations and authorize any follow-up action;
- d. hold extraordinary Board meetings;

- e. subject to Articles 10.d and 10.e, pass resolutions without Board members being physically present (including by telephone or video conference) and provided the resolution is passed by a unanimous vote of all members of the Board in the event it is passed in writing;
- f. appoint and dismiss the Executive Director of the Foundation and fix his/her remuneration;
- g. inspect the accounts and records of any Affiliate and the subsidiaries of such Affiliate and make any copies or extracts it may think necessary and request such other information from an Affiliate or the subsidiaries of such Affiliate as may be reasonably necessary for the effective functioning of the Foundation or the Board; and
- h. resolve to grant power of attorney to the Chair of the Board and one other Board member, to jointly represent the Foundation in any legal proceedings, agreements or otherwise within the limit of such power of attorney.

Voting

Article 10

- a. Each member of the Board shall have the right to vote at Board meetings or on resolutions of the Board.
- b. Each member of the Board shall have one vote.
- c. Decisions of the Board, insofar as possible, should be reached by consensus. If this is not possible, each member of the Board shall have the right to call for a vote.
- d. On all matters, save the matters specified in Article 10.e, resolutions of the Board shall be passed by a majority of at least three fourths of the votes cast by those Board members who are present (subject to article 15). Resolutions of the Board may also be passed in writing without recourse to a meeting of the Board, provided these resolutions are passed by an unanimous vote of all members of the Board.
- e. On the following matters, if unanimity is not possible, at least two votes shall be necessary to block a decision regarding:
 - 1. any change to this Constitution or to the Code;
 - 2. the protection of the Name and integrity of the Foundation, including the granting or withdrawal of the right to use the Name under Article 20;
 - 3. the admission of an Affiliate or its expulsion pursuant to the provisions of Article 20;
 - 4. any change to the apportionment formula according to which Affiliates contribute to the Foundation's budget expenses; and
 - 5. the addition of any other matter for decision within this sub-paragraph.

Decisions of the Board

Article 11

- a. Decisions of the Board shall be binding upon all Affiliates except in circumstances where, in the reasonable judgement of the affected Affiliates, there are deemed to be impeding national, legal or life-threatening circumstances.
- b. The judgement of the affected Affiliates shall be circulated to all the Affiliates in writing forthwith, the reasons being stated.

Office Bearers

Article 12

- a. The Board shall elect its Chair.
- b. The Board shall elect its Deputy Chair and Treasurer from among its members.

Executive Director

Article 13

The Board shall appoint an Executive Director who shall be in charge of the management of the Foundation, within the budget and policy framework approved by the Board. The Executive Director shall be responsible for ensuring that the Board's decisions are implemented, that proper books of account and records are kept and further for all such guidelines and duties as the Board shall decide.

Financial Year and Accounts

Article 14

- a. The financial year runs from the first day of April and ends in the thirty-first day of March the year thereafter.
- b. Each year, within six (6) months after the end of the financial year the Executive Director, or in the event of a vacancy, the Chair, shall be responsible for the preparation of financial statements incorporating a balance sheet and a statement of income and expenditure for that year.
- c. In the event that the statement of income and expenditure shows any shortfall of income to cover budgeted expenditure and which is not covered by any general cash reserve, it shall be the duty of the Affiliates to make good such shortfall by using the same apportionment formula that was used to determine their contribution to that budget. Any shortfall of income shall be made up within such time and upon such terms as the Board shall decide.
- d. 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 keep these records, as well as the books, documents and other data carriers belonging thereto, in such a way that the Foundation's rights and obligations can be ascertained at all times.

- e. 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.

Quorum

Article 15

The quorum required to hold any valid meeting of the Board shall be seventy-five per cent (75%) of the members of the Board.

Amendments to the Constitution

Article 16

The Constitution may only be changed or added to with due observance of the provisions of Article 10.e. A proposal to change or make additions to the Constitution shall be sent to each member of the Board not later than thirty (30) calendar days prior to the Board meeting, setting out the proposal for that change or addition. Any alteration 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 Chamber of Commerce where the Foundation is registered.

Service of Notices

Article 17

- 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 its Chair at its Secretariat address, either personally, or by sending it by post, or by fax or 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 Post Office 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.

Resignation of an Affiliate

Article 18

- a. Any Affiliate 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 subject to the Licence Agreement between that Affiliate and the Foundation.
- b. Any Affiliate wishing to resign from its affiliation with the Foundation shall notify the Board 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

Board thereof once again. After this second period of twelve (12) months the resignation shall take effect automatically.

- c. The provisions of Articles 6.b.3 and 18.a, relating to the right to use the Name, may be amended with the agreement of all Founding Affiliates to vest the right to use the Name exclusively in the Foundation. Unless there is agreement by all Founding Affiliates to change this, the existing provisions entitling an Affiliate intending to resign to continue the use of the Name under Article 18.a above shall remain applicable.

Expulsion

Article 19

- a.
 1. An Affiliate which is, by virtue of a resolution of the Board passed by the majority required by Article 10.e, found to be in gross violation of the fundamental principles of the Constitutional Documents may be expelled from affiliation with the Foundation. The expulsion shall take effect immediately after the expulsion resolution has been passed.
 2. A resolution of the Board to proceed to expulsion shall only be passed 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 aforesaid provisions of this Article.
 3. If a resolution of the Board 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 Licence Agreement provided that the Board 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 Licence Agreement.
 4. The expelled Affiliate shall have the right to appeal within thirty (30) days against a resolution of the Board by which it is expelled, either to an independent arbitrator under the Rules 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.
- b. 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.

Termination of Affiliation for External Reasons

Article 20

An Affiliate which, because of undue government interference, is in ongoing breach of the provisions of this Constitution, the Code or the Affiliation Agreement may be suspended as a member of the Board, domestically and internationally, for such a period as may be determined by the Board. This resolution shall be passed by the voting majority provided in Article 10.e. After the suspension period the Board shall review the Affiliate's ability to comply with all requirements of affiliation and may, by the voting majority needed as referred to in Article 10.e, decide:

- a. to lift the suspension of the Affiliate as a member of the Board; 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.

Dissolution

Article 21

- a. The Foundation can only be dissolved by virtue of a resolution of the Board which is passed by a majority of not less than three fourths of the votes cast by a quorum in accordance with Article 15, after each member of the Board has been informed thereof at least twenty-one (21) days prior to the Board 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 licences 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 2.

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. above 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. If the Foundation has been dissolved by a resolution of the Board, 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 passed under paragraph a. of this Article, the Affiliates specified in Article 18.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) days of such resolution, the IP Entity shall take the form of a Stichting 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 2: "to license the Name to Affiliates to use in accordance with the following objects", and Article 5.a to i 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 the entities who were entitled to continuing rights to use the Name immediately prior to dissolution of the Foundation under Article 18a ('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 licences 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 18.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 Licence 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 2, 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 Licence Agreement.

Final Provisions

Article 22

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

Transitional Provisions

Article 23

The currently running financial year which started on the first day of January two thousand and eleven shall end on the thirty-first day of March two thousand and twelve. This provision shall automatically lose its effect and shall lapse after the thirty-first day of March two thousand and twelve.