



ARTICLE 19 MOU between

The International Office of ARTICLE 19 and Stichting ARTICLE 19

This Operational Memorandum of Understanding is hereby made and entered into by and between the *International Office of ARTICLE 19* and *Stichting ARTICLE 19*

Statement of Purpose

This is an operational partnership agreement between the *International Office of ARTICLE 19* and *Stichting ARTICLE 19* that will enable both organisations to fully collaborate in order to fulfil our shared mission:

“ARTICLE 19 works for a world where all people everywhere can freely express themselves and actively engage in public life without fear or discrimination.”

Partnership Principles

An agreed set of key principles will guide the joint promotion, protection, development and fulfillment of ARTICLE 19’s Mission

- A commitment to the partnership – a shared belief that, by working together, the *International Office of ARTICLE 19* and *Stichting ARTICLE 19* can achieve the best promotion, protection, development and fulfilment of freedom of expression and information as defined by ARTICLE 19
- Acknowledging the full autonomy of *International Office of ARTICLE 19* and *Stichting ARTICLE 19* within the partnership framework
- A transparent approach where both partners are accountable for their respective and mutual responsibilities in accordance with agreed outcomes, organisational policies, performance standards and fiscal responsibilities
- A commitment to achieving ARTICLE 19 financial and operational sustainability, including that of the *International Office of ARTICLE 19* and *Stichting ARTICLE 19*

As part of our shared commitments, ARTICLE 19 International, including all its organisations, Regional Offices, its Affiliate and Individual Members, agree to operate and abide by the following core values:

- (a) comply with, and implement ARTICLE 19 International’s vision, mission and objects;
- (b) operate and act with integrity in the best interests of the association;
- (c) work in collaboration with each other and our partners as part of a global community of activists;
- (d) uphold high levels of transparency in our dealings with each other and with others;
- (e) be accountable for its actions;
- (f) respect and celebrate diversity;
- (g) speak with one voice: applying consistently ARTICLE 19 International policies and positions on freedom of expression issues throughout the association, and



complying with ARTICLE 19 International integrated strategic priorities and plan; and

- (h) be entitled to make autonomous decisions with regard to operational matters concerning itself within an agreed framework and in the best interest of the association, recognising that the effectiveness and legitimacy of ARTICLE 19 International's actions relies in its ability to act decisively according to the needs and opportunities on the ground.

Objectives

Key objectives of the Operational MOU are to:

- Set out shared principles of action;
- Provide an overarching, agreed framework of operational parameters, including clearly defined roles and responsibilities, required to deliver the mission;
- Minimize risks to our staff, communities, and sustainability, as much as is practicable, that arise from how we conduct our work

Partners

The signatories to this MOU are:

- *The International Office of ARTICLE 19*, the London-based and multi-locational support and management structure of ARTICLE 19, a legal entity pursuant to UK law with UK company number 2097222 and Registered charity number 327421 and having its principal office at London, United Kingdom. The International Office is represented by the ARTICLE 19 Executive Director
- *Stichting ARTICLE 19*, the Amsterdam-based ARTICLE 19 Europe Office, a legal entity pursuant to Netherlands law with Registered Netherlands Foundation number (*Registration KvK*) 41205236 and Registered Public Benefit Organisation (ANBI-NGO) number RSIN 816771340. The ARTICLE 19 Europe Office is represented by the ARTICLE 19's Head of Europe and Central Asia Programme.

Scope of the Agreement

1. Mutual Undertakings

1.1. *The International Office of ARTICLE 19* and *Stichting ARTICLE 19* shall use all reasonable endeavors to:

- 1.1.1. Undertake activities in the pursuance of the vision, mission and objectives of ARTICLE 19
- 1.1.2. Promote and strengthen ARTICLE 19 at all times
- 1.1.3. Support and aid the development of ARTICLE 9 at all times
- 1.1.4. Cooperate to ensure maximization of influence and impact



- 1.1.5. Where appropriate, undertake joint collaborative work with other Regional Offices and programs of ARTICLE 19 in accordance with ARTICLE 19's internationally agreed strategies and plans
- 1.1.6. Ensure mutual accountability
- 1.1.7. Cooperate in developing common standards and mechanisms applicable throughout ARTICLE 19 for safeguarding, human resources, monitoring and evaluation, financial and administrative systems so as to achieve coherence, consistency and economies of scale, and to sufficiently manage organisational risk.

1.2. *The International Office of ARTICLE 19 and Stichting ARTICLE 19* shall ensure an environment of mutual accountability and consultation, where activities with potential adverse impacts on one party by another will first be discussed between the parties.

1.3. Both parties shall be bound by the provisions in the International Constitution. Nothing in this document shall be construed as superseding the International Constitution.

2. Brand Guidance and License Agreement

- 2.1. Both parties will at all times respect and enforce the brand guidelines of ARTICLE 19 in all internal and external communications and actions, as mutually agreed.
- 2.2. The License Agreement, to be entered into by the *International Office of ARTICLE 19* and *Stichting ARTICLE 19*, shall not be amended by the contents of this MOU unless indicated by the present MOU.
- 2.3. The present MOU as entered into by the parties shall remain in existence and therefore be fully binding between the parties for the duration of the License Agreement as referred to in sub-clause 2.2.
- 2.4. Failure to comply with the terms of the Licence agreement, subject to a reasonable timeframe for remedying the failure identified , shall cause this MOU to be terminated.

3 Planning

- 3.1 ARTICLE 19's Global Strategy will be set periodically through a process of global internal consultation and agreed by the Global Leadership Team and International Board
- 3.2 Strategic and Operational Planning integrated across the organisation on a worldwide basis is of fundamental importance for the successful realisation of ARTICLE 19 vision and mission.
- 3.3 ARTICLE 19's strategy recognizes a drive for global and national impact can require local flexibility and autonomy to best determine the means to realise strategic goals at a national or regional level whilst recognizing the need for all parties to be aligned with, and work within, the overall A19 strategic framework .

To that effect:

3.4 ARTICLE 19 Strategic Plan and Budget:

3.4.1 The Head of Europe and Central Asia Programme shall sit on the Global Leadership Team (GLT) of ARTICLE 19 and abide by the Terms of Reference developed for the Team

3.4.2 The *International Office of ARTICLE 19, with the agreement of the GLT*, will produce planning and budgeting guidelines and templates for use by the organisation to design a global strategic plan and supporting budget periodically that includes a comprehensive overview of programme delivery managed internationally and regionally.

3.4.3 The Strategic Planning Process will be based on a need to be regionally and globally relevant to protect and promote freedom of expression and access to information.

3.4.4 *To this end, Stichting ARTICLE 19* will produce in accordance with the strategic planning cycle of ARTICLE 19 a Regional Strategic Plan and regional budget. *Stichting ARTICLE 19* will consider any proposals by the *International Office of ARTICLE 19* and the GLT for changes and may incorporate these proposals.

3.4.5 The *International Office of ARTICLE 19* and *Stichting ARTICLE 19* mutually bear responsibility to ensure a robust and inspiring outcome from the global and regional strategic planning process. Each will give comments to the other and make recommendations for changes, where necessary. Each will carefully consider any such recommendations and incorporate them in its own planning and budgeting with a view to the overall success of ARTICLE 19.

3.4.6 The Board of *Stichting ARTICLE 19* shall approve the regional strategic plan of the Europe Regional Office.

3.4.7 The GLT, led by the Executive Director and supported by the International Office, will produce the global strategic plan and budget for ARTICLE 19, based on the regional plans and budgets produced by *Stichting ARTICLE 19* and other GLT members, recognising final authority to approve the strategic plan and budget lies with the International Board.

3.4.8 Both agree to regular reviews of the strategy as part of being an adaptive and learning organisation, and parties will inform each other of any important changes on the strategic plan and budget without delay and with appropriate explanation of any such changes.

3.5 Annual Operational Plan and Annual Budget

3.5.1 For purposes of cohesion, both parties agree to an annual budget period and planning period in line with the calendar year.

3.5.2 The *International Office of ARTICLE 19* will produce operational planning and budgeting guidelines and templates for use by *Stichting ARTICLE 19*.

3.5.3 *Stichting ARTICLE 19* will produce in accordance with the planning cycle of ARTICLE 19 and relevant guidelines and template a yearly Regional Operational Plan and a yearly regional budget.

3.5.4 The *International Office of ARTICLE 19* will produce the annual operational plan and budget for ARTICLE 19, in consultation with *Stichting ARTICLE 19* and the



GLT and integrating the regional annual plan and budget produced by *Stichting ARTICLE 19* and other members and offices.

- 3.5.5 Both parties recognise the need to budget appropriately to support shared costs in the International and Regional offices. To this end, the parties agree to adhere to the Shared Programmatic Costs policy and Full Cost Recovery policy in their programmatic and annual budgeting
- 3.5.6 Both parties will inform each other at the earliest possible stage of all potentially significant changes concerning the operational plans and the annual budgets and come to an agreed position on the changes.
- 3.5.7 Nothing in this section shall supersede planning, budgeting and financial requirements set forth in individual project contracts between the *International Office of ARTICLE 19* and *Stichting ARTICLE 19*.

4. Programmatic work

- 4.1 Both parties will actively participate in all relevant international and/or regional strategy or thematic or program meetings, carry out appropriate preparatory work and implement relevant decisions.
- 4.2 Both parties will actively participate in the development of organisation-wide programs, projects or campaigns in consultation with the other members of the GLT and implement them.
- 4.3 Both parties will carefully study advocacy and campaign proposals made by one of them or other regional offices or programs of ARTICLE 19 and will implement these proposals as part of its advocacy and campaign work with a view to the overall success of the ARTICLE 19 mission.
- 4.4 Both parties recognize the imperative for the regional and organisational programmatic strategies to be aligned and coordinated to maximise the impact that ARTICLE 19 can have.

5. Transfers of Funds

- 5.1 The International Office of ARTICLE 19 seeks to raise core funds for the benefit of all ARTICLE 19 members and offices. The distribution of these funds will be subject to availability and guided by the Financial Governance Model on an annual basis, which seeks to ensure equitable distribution of these resources.
- 5.2 The availability of these core funds will be communicated as part of the annual budget planning process. They will be distributed quarterly, based on availability and the filing of a transfer request with the International Office. Transfer will be completed within 30 days of receipt of the request.
- 5.3 As funders seek to provide more core funding resources directly to regional offices, *Stichting ARTICLE 19* and the *International Office* will agree on an annual basis financial and other resources that will support the functions of the International Office according to the Shared Programmatic Costs and Full Cost Recovery policies.



- 5.4 Any fund transfer between *Stichting ARTICLE 19* and the *International Office* will be based on availability and the filing of a transfer request. Transfer will normally be completed within 30 days of receipt of the request.
- 5.5 In cases where funds must be transferred between the *International Office of ARTICLE 19* and *Stichting ARTICLE 19* for the purpose of carrying out specific programmatic work, such transfers will be governed by the requirements set forth in the individual project contracts and shall be subject to the receipt of:
- 5.5.1 A signed MOU or sub-grant agreement between the offices setting out the terms of the grant.
 - 5.5.2 A project budget detailing the activities and how the money will be allocated
 - 5.5.3 At a minimum quarterly requests for funds are to be submitted according to the format specified by the *International Office of ARTICLE 19* in line with the annual budget.
- 5.6 Fund transfers may not be granted if financial records and reporting are not up to date.

6. Financial management, audit and reporting

- 6.1 Both parties shall abide by the procedures and policies set out in the Finance Manual for ARTICLE 19, with particular attention paid to the procedures ensuring a month-end is closed within 30 days of the end of the previous month.
- 6.2 Both parties commit to using a common financial and accounting software, allowing for enhanced transparency, efficiency and decision-making. Where this is not possible due to national restrictions, a compatible system will be used and in all cases financial reports will be submitted on a monthly basis to the International Office.
- 6.3 *Stichting ARTICLE 19* and the International Office shall ensure that all financial documents are retained locally and backed up electronically for 7 years for audit purposes or longer if donor requirements mandate.
- 6.4 Management Accounts shall be produced by *Stichting ARTICLE 19* on a monthly basis for their operational management and by the *International Office of ARTICLE 19* for the organisation as a whole on a monthly basis and made available to all GLT members. The GLT, including the Head of Europe and Asia Programme, shall review the accounts on a quarterly basis at a minimum
- 6.5 Funds directly received by *Stichting ARTICLE 19* for the purpose of activities carried out by *Stichting ARTICLE 19* shall be subject to the financial controls specified in the individual project contracts, provided those go above and beyond the financial control policies set out in the Finance Manual.
- 6.6 All parties must comply with the global Delegation of Authority
- 6.7 Both parties undertake to comply with the global minimum mandatory standards set out in Appendix X.

7. Financial Oversight and Audit



- 7.1 The *International Office of ARTICLE 19* and *Stichting ARTICLE 19* shall cooperate with each other's external auditors in the timely production of audited accounts, and vice versa
- 7.2 *Stichting ARTICLE 19* shall ensure that an organizational audit is carried out in good time by external auditors recognized as reputable and reliable by the ARTICLE19 group auditors to allow for the *Stichting ARTICLE 19* accounts to be incorporated into the consolidated accounts for the International Office, presented to the International Board and General Assembly each year.
- 7.3 *Stichting ARTICLE 19* undertakes to share all audit reports and management letters immediately with the International office Finance Director and team and to take appropriate and timely action to implement any audit recommendations. The International Office shall share any statutory audit reports and action plans with *Stichting ARTICLE 19*.
- 7.4 The *International Office of ARTICLE 19* shall submit audited financial statements for ARTICLE 19, including all affiliate members, within 6 months of the end of the financial year, for review and approval by the International Board and General Assembly
- 7.5 The *International Office of ARTICLE 19* and *Stichting ARTICLE 19* shall allow each other's staff immediate access to their books and records for the purpose of carrying out internal audits or other investigations or enquiries,
- 7.6 In a case of suspected financial fraud at *Stichting ARTICLE 19*, the International Office of ARTICLE 19 shall provide written notice of an investigation and *Stichting ARTICLE 19* shall provide immediate access to financial, human resources and programmatic records to investigators, in accordance with ARTICLE 19's fraud, money laundering and bribery prevention policy.
- 7.7 Failure to comply and cooperate immediately with the investigation can lead to suspension of those responsible and a ceasing of funds transferred to *Stichting ARTICLE 19* from the International Office.
- 7.8 Subsections 8.3-8.6 above equally apply to the International Office upon request by *Stichting ARTICLE 19*.
- 7.9 Repeated failure to comply with the clauses of the MOU in this section will result in a temporary halt to the transfer of funds until the issues are rectified.
- 7.10 The *International Office of ARTICLE 19* and *Stichting ARTICLE 19* shall retain all financial records as required by law or contract for seven years or longer if donor requirements mandate and backed up electronically.
- 7.11 The *International Office of ARTICLE 19* and *Stichting ARTICLE 19* shall undertake to fully implement ARTICLE 19's financial policies and systems, and any reasonable recommendations as to its financial management

8. Communication and Media work



8.1 The *International Office of ARTICLE 19* and *Stichting ARTICLE 19* affirm that each party shall at all times adhere to the brand guidelines for ARTICLE 19 in all external communications and presentations of ARTICLE 19 work

8.2 The *International Office* and *Stichting ARTICLE 19* agree to adhere to the Publication Guidelines in commissioning and publishing materials for an external audience.

8.3 Both parties believe that enhanced coordination of strategic communications leads to better, more impactful work and will strive to share plans for publications, press releases and other communication outputs in a timely manner to enhance impact in multiple languages, where appropriate.

8.4 For security and brand management issues, *Stichting ARTICLE 19* and the *International Office* will seek to ensure that web properties are properly overseen and maintained, which could include hosting all ARTICLE 19 web properties on the same platform.

8.5 Each party shall notify the other well in advance of any publication, statement, or release which may be the object of international (in the case of *Stichting ARTICLE 19*) or regional (in the case of the *International Office*) interest in order to facilitate a coordinated media and communication release to gain maximum coverage and impact for ARTICLE 19.

8.6 To facilitate communications and media collaboration, each party shall endeavour to hire personnel fluent in both English and the local language.

9. Fundraising

9.1 All fundraising shall be conducted in accordance with the values, mission, policies and agreed strategy of ARTICLE 19

9.2 *Stichting ARTICLE 19* and the *International Office of ARTICLE 19* shall each cooperate to ensure maximisation of appropriate donor and income mix and coordination on multi-national donors, such as the European Union, the Netherlands government, OSF and other donors.

9.3 Each party will contribute to maintaining accurate information in the Projects in the Pipeline List (prospective funding list).

9.4 *Stichting ARTICLE 19* shall share all submitted proposals and awarded contracts with the *International Office* in a timely manner

9.5 The *International Office* shall provide a quarterly report on our fundraising metrics to the GLT for discussion.

9.6 Each party undertakes not to undermine each other's fundraising activities or the fundraising activities of other offices

9.7 Internet fundraising and individual giving/major donor giving territories will be subject to agreements between *Stichting ARTICLE 19* and the *International Office*. Generally, ARTICLE 19 will be guided by the imperative of building strong networks of local support



for our work in the regions when determining individual giving territories. All parties agree to respect the Fundraising territories set out in Appendix 2 and to communicate and collaborate with other ARTICLE19 entities where territory is unclear to achieve agreement. Where agreement is not achieved the matter will be referred to the GLT for a final decision.

- 9.8 All parties agree to comply with the highest requirements of GDPR or equivalent legislation applicable to their location at all times and in particular with regard to any data shared between parties
- 9.9 *Stichting ARTICLE 19* shall give notice to the *International Office of ARTICLE 19* as soon as is reasonably practical where funds are sought or offered by an international body for the purpose of coordination among the ARTICLE 19 members and avoiding donor confusion.
- 9.10 *Stichting ARTICLE 19* shall be responsible for complying with all contractual obligations and financial liabilities in relation to the funds it directly receives.
- 9.11 The *International Office of ARTICLE 19* shall provide fundraising support as needed to *Stichting ARTICLE 19*, including fund raising guidelines and training, professional review of fund raising proposals, approach to donors, monitoring of possible fund raising opportunities, etc.
- 9.12 All donor contracts, sub-grant contracts and sub-contracted or partnership contracts shall be signed in accordance with the global Delegation of Authority

10. Financial Contribution towards the Operational Costs of the International Office of ARTICLE 19

- 10.1 The *International Office of ARTICLE 19* recognises the important and necessary support, coordination and expertise provided by *Stichting ARTICLE 19*. Where possible, it will seek to include the cost of such functions in its global fund raising activities and thus financially contribute to the implementation of such functions by *Stichting ARTICLE 19* in line with the shared programmatic costs and full cost recovery policies.
- 10.2 *Stichting ARTICLE 19* recognises the important and necessary support, coordination, expertise and international advocacy provided by the *International Office of ARTICLE 19*. Where possible, it will seek to include the cost of such coordination and global functions in its fund raising and thus to financially contribute to these functions, particularly Operational oversight, Executive Director, Communication and Advocacy, Law and Policy and Governance support. This will be in line with the shared programmatic costs and full cost recovery policies.
- 10.3 Such mutual contributions will be reviewed and discussed through the annual planning meeting of the Global Management Team.

11 Monitoring and reporting

- 11.1 Each party shall abide by the reporting requirements set forth in the Monitoring and Evaluation Framework in order to demonstrate the impact of ARTICLE 19's work.



- 11.2 Both parties are responsible for ensuring adherence to and compliance with the Monitoring and Evaluation framework.
- 11.3 Each party shall be responsible for understanding and complying with the reporting and other requirements attached to our funding to ensure strong donor and partner relationships
- 11.4 Any narrative or financial reporting that requires contribution from each party will be provided in a timely manner, no later than one week from the final submission deadline.

12. Policy development and consistency

- 12.1 The global leadership team (GLT) shall be the appropriate body to consult over emerging freedom of expression and information policy issues in order to develop a coherent and agreed position.
- 12.2 The Executive Director of Article 19 shall retain approval over emerging policy matters or for positions differing from established policy.
- 12.3 *Stichting ARTICLE 19* shall endeavor to ensure that national and regional policy and legal positions are consistent with internationally agreed positions, where applicable
- 12.4 ARTICLE 19's local to global circle of policy development and influence necessitates that the International Office brings the in-depth expertise and examples of X to international forums.
- 12.5 *Stichting ARTICLE 19* acknowledges the right of the *International Office of ARTICLE 19* to make monitoring and governance visits to the offices of Europe Office in consultation with *Stichting ARTICLE 19* board

13. Management

- 13.1 The Executive Director will chair the global leadership team (GLT) which shall be comprised of senior directors of the International Office and directors of the Affiliate Members and Regional Offices, and shall support the Executive Director in her/his responsibilities for the global and integrated management of ARTICLE 19 International.
- 13.2 The Executive Director shall be responsible with the board of the Affiliate Member for the appointment of the director of the Affiliate Member, subject to the ratification by the International Board. Subsequently, the chair of the Affiliate Member's Board and the Senior Director of Programmes have joint matrix management responsibilities (including appraisal) for the director of the Affiliate Member.
- 13.3 The directors of the Affiliate Members Boards shall be accountable to the Executive Director for their implementation of the global strategic plan and for ensuring due diligence in respect of financial management and reporting and in respect of compliance with such legal obligations as are mandated by this constitution including but



not confined to the responsibilities associated with the licence to operate as part of ARTICLE 19 International.

14. Human Resources Policy and Whistleblowing

14.1 *Stichting ARTICLE 19* shall comply with all A19 global human resources and other policies that set out the agreed behaviors and conduct of the organisation, as agreed to by the GLT and adopted by the International Board. These policies shall act as a minimum standard, and X may adopt policies that exceed the global standards.

14.2 These policies include, but are not limited to: ARTICLE 19 Commitment, Bullying and Harassment, Whistleblowing, Safeguarding, Sexual Harassment, Disciplinary and Grievance, and Staff Wellbeing

14.3 Respecting the autonomy of *Stichting ARTICLE 19*, formal complaints received by the *International Office* related to conduct or performance of a staff person in *Stichting ARTICLE 19* will be referred to the Head of Europe and Central Asia for investigation and resolution, in consultation with the Executive Director and the Human Resources Director.

14.4 Should the Head of Europe and Central Asia be implicated or deemed to be partial, the Senior Director of Programmes will consult with the Regional Board on who is best placed to take an investigation forward in line with the policies of the Regional Office. Should a policy on a particular issue be unavailable, the policy developed by the International Office will be the guide for action.

14.5 The Executive Director reserves the right to suspend the Head of Europe and Central Asia, in consultation with the Senior Director of Programmes and the Regional Board, in cases where harm or intimidation is likely.

14.6 Formal complaints about the conduct of staff in the International Office will be handled through the Disciplinary and Grievance Policy. Complaints on the conduct of the Executive Director shall be directed to the Chair of the International Board.

15. Litigation

15.1 Both parties agree to keep each other fully informed of all litigation, pending or in progress, whether they be defendant or claimant in such litigation.

16. Dispute resolution

16.1 Dispute between the *International Office of ARTICLE 19* and *Stichting ARTICLE 19* shall in the first instance seek resolution between the Executive Director and the Head of the Europe and Central Asia. Should the dispute prove intractable, it will be referred to the Governance Sub-Committee of the International Board for settlement

16.2 Either party may request, through their respective Board Chairs, that a dispute be referred to external arbitration. In such cases the dispute shall finally be settled according to the laws of England and Wales. The process shall be conducted in English. The decision of the arbiter shall be considered binding.

17 Termination

17.1 Should either part determine that the other is not in compliance with this MOU, that party shall issue a notice to the non-complying party setting out the non-compliance and actions the *International Office of ARTICLE 19* or *Stichting ARTICLE 19* must take to remedy the situation within a reasonable and stated period of time

17.2 Notice must be given in writing to the Executive Director, the Senior Director of Programmes, the Head of Europe and Central Asia and the Chairs of the respective Boards

17.3 If either party does not comply with the remedy set out by the other party, or in cases of serious dispute by the International Board, the International Board may choose to do one or more of the following:

17.3.1 Issue a formal reprimand with a clear penalty for future non-compliance

17.3.2 Withhold payment of any further financial support until compliance is achieved

17.3.3 Terminate the MOU and Affiliate Membership, in accordance with the process set out in the International Constitution.

17.4 In the event of termination of the MOU then the provisions of the termination process set out in Appendix X shall commence immediately

London / Amsterdam



Quinn McKew
Executive Director
ARTICLE 19



Sarah Clarke
Head of Europe
And Central Asia

30 March 2022



David Diaz-Jogeix
Chair
Stichting ARTICLE 19