



## **Charter of the Practitioners' Network for European Development Cooperation**

### **A. Establishment, Name, Legal form, Address and Term**

#### **1. Establishment**

It was agreed on 23 February 2007 to establish an informal European network of development cooperation practitioners.

#### **2. Name**

The informal association is established under the name "**Practitioners' Network for European Development Cooperation**" (hereinafter referred to as the "**Practitioners' Network**").<sup>1</sup>

#### **3. Legal form**

The Practitioners' Network is an informal, non-profit platform, governed by this Charter (the "**Charter**") which has been prepared in accordance with Belgian contract law.

#### **4. Address**

The Practitioners' Network shall use its Coordination Office, referred to in Article 41 and Annex A, as its official address.

In the temporary absence of a Coordination Office, the President's address shall be used as the address of the Practitioners' Network.

#### **5. Term**

The Practitioners' Network is established for an indefinite term and can be dissolved at any time in accordance with Article 53 of this Charter.

### **B. Definition and Objectives**

#### **6. Definition and objectives**

The Practitioners' Network is an open platform for exchange, coordination and harmonisation between European development cooperation organisations with a public service mission.

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<sup>1</sup> See <http://www.dev-practitioners.eu/>



The goal of the Practitioners' Network is to contribute to coherence within the EU donor community and, at the same time, benefit from the wide range of organisations active in this field to encourage an integrated, pluralistic and innovative approach to European development cooperation, implemented as efficiently as possible.

The Practitioners' Network aims to strengthen cooperation, links and complementarity between European development players with a public service mission, creating opportunities for cooperation and synergies at the implementation level. It enables the exchange of information and experience between practitioners and provides feedback on European development policies from a practitioner's perspective, while enhancing the visibility of its Members.

## **7. Values and reference framework**

The Practitioners' Network is guided by:

- the Sustainable Development Goals and the 2030 Agenda;
- the Monterrey Consensus and the Addis Ababa Action Agenda on Financing for Development and the commitments made thereunder;
- the Paris Declaration on Aid Effectiveness, the Busan Global Partnership for Effective Development Cooperation and the commitments made thereunder;
- the European Consensus on Development, and subsequent European Union policy documents;
- the Global Strategy for European Union's Foreign and Security Policy;
- the EU Aid and Development Effectiveness Package, including the Joint Programming initiative, as well as the Financing for Development Framework.

## **C. Members**

### **8. List of Members**

The members of the Practitioners' Network (hereinafter the "**Members**") are listed in Annex B. This list is subject to change in accordance with the decisions described in Articles 10 and 11.

### **9. Membership criteria**

The Practitioners' Network is open to all National European non-profit bodies with a public service mission in development cooperation as a core activity and which directly implement European or bilateral development cooperation and which agree to the objectives, values and commitments of the Practitioners' Network, as stipulated in this Charter, and are prepared to participate in and contribute to the Practitioners' Network's activities. They are pillar-assessed by the European Commission.



## **10. Admission of Members**

An institution that wishes to become a Member of the Practitioners' Network should apply by sending an official letter to the Practitioners' Network Coordinator, to the attention of the President, along with the following documentation:

- a copy of its rules and charter;
- the name and details of a contact person;
- a brief memorandum about the institution; and
- a statement certifying fulfillment of the membership criteria, agreeing to subscribe to this Charter, and explaining how it plans to contribute to and benefit from the Practitioners' Network.

The Steering Committee verifies the applicant's eligibility and, if applicable, proposes its admission to the General Assembly.

## **11. Termination of Membership**

A Member may resign by sending an official letter to the Practitioners' Network Coordinator, to the attention of the President, at the latest two months before the resignation is effective.

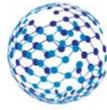
The Steering Committee can submit to the General Assembly a proposal to expel a Member if it considers that the Member in question no longer fulfills the membership criteria. The proposal shall be sent to each Member at least one month prior to the date of the General Assembly at which it is to be discussed. The Member whose expulsion is proposed shall be allowed to defend itself. Expulsion becomes effective on the date the General Assembly's decision is notified with an official letter to the Member concerned or any other date indicated by the General Assembly.

A Member which resigns or is expelled from the Practitioners' Network shall remain liable for any debts it may have to the Practitioners' Network, including membership fees for the current financial year.

## **12. Member commitments**

Members agree:

- to the objectives and values of the Practitioners' Network, as mentioned in this Charter;
- not only to benefit from the experience and opportunities offered by the Practitioners' Network but to contribute by means of their own experience;
- to appoint a contact person and ensure an adequate degree of representation in the activities of the Practitioners' Network;
- to participate in the meetings of Members (e.g. the annual meeting or any other meeting of the General Assembly) and in Thematic Working Groups, as appropriate;
- to be prepared to participate effectively in the Practitioners' Network's activities;



- agree that their participation in the Practitioners' Network and its activities is free of charge to the Practitioners' Network, unless the General Assembly decides otherwise.

### **13. Member benefits**

Members are mainly entitled to:

- participate in and contribute to all activities of the Practitioners' Network, including:
  - o the General Assembly;
  - o high-level meetings organised by the Practitioners Network;
  - o meetings and activities of the Thematic Working Groups;
  - o other events and exchanges organised on behalf of the Practitioners' Network;
- within the Thematic Working Groups, but not exclusively, organise events of interest to other Members or submit proposals for studies to be conducted on behalf of the Practitioners' Network, in coordination with the President and the Coordinator;
- vote at meetings of the General Assembly, including in writing;
- become a Steering Committee member or a Thematic Working Group leader, in accordance with the procedure established in this Charter;
- receive all reports produced by the Practitioners' Network.

### **14. Membership fees and financial contributions**

Members pay an annual membership fee to the Practitioners' Network.

There are three different levels of membership fees, set out in Annex C.

The membership fee levels may be adapted to the budgetary needs of the Practitioners' Network by way of a decision of the General Assembly, based on a Steering Committee proposal.

Based on a simple set of criteria decided by the Steering Committee and communicated to the General Assembly, each Member is attributed a fee level from these thresholds as the amount of its respective annual contribution.

Two months before the end of the financial year, Members are asked to make an indicative pledge for the coming financial year, based on the membership fee level they have been attributed.

Each Member makes or renews its pledged annual membership fee at the annual General Assembly.

To ensure a degree of budgetary predictability, Members are expected to make a three-year commitment for their fee level.

The annual membership fee pledges are recorded in a table sent to all Members after the General Assembly.



Payment of annual membership fees is requested once a year by the President and Coordinator, in a letter sent at the beginning of the Practitioners' Network's financial year.

Annual membership fees are paid to the Joint Bank Account (defined in Article 47) and must be paid in full (to avoid multiple payments of small amounts). Members willing to pay a two- or three-year contribution at once can do so and will receive an adjusted payment request.

Any Member willing to make an additional financial contribution, on a voluntary basis, for specific needs at a given time shall be allowed to do so.

The Practitioners' Network shall bear no charges for any payments made to the Joint Bank Account.

## **D. Observers**

### **15. List of Observers**

A list of observers of the Practitioners' Network (hereinafter the "**Observers**") may be found in Annex B.

### **16. Observer criteria**

The status of Observer is open to all European non-profit intergovernmental bodies with a public service mission which implement European development cooperation and which agree to the objectives, values and commitments of the Practitioners' Network, as stipulated in this Charter.

### **17. Admission of Observers**

Potential Observers should apply by sending an official letter to the Practitioners' Network Coordinator, to the attention of the President, along with the documentation indicated in Article 10.

The Steering Committee verifies the applicant's eligibility and, if applicable, proposes its admission to the General Assembly.

### **18. Termination of Observer status**

An Observer may resign by sending an official letter to the Practitioners' Network Coordinator, to the attention of the President, at the latest two months before the resignation is effective.

The General Assembly shall expel an Observer that no longer meets the applicable criteria.

### **19. Observers' rights and obligations**

Observers may participate in and contribute to the Practitioners' Network's activities, subject to Steering Committee approval, without incurring all obligations set out in this Charter.



However, Observers subscribe to the Member commitments set out in Article 12 of this Charter.

Observers pay an annual membership fee to the Practitioners' Network. The same rules apply as for Members (as defined in Article 14).

Observers may be invited to attend all meetings of the organs of the Practitioners' Network but do not have voting rights and may not be counted to determine if a quorum is met.

## **E. Associates**

### **20. List of Associates**

A list of associates of the Practitioners' Network (hereinafter the "**Associates**") may be found in Annex B.

### **21. Associate criteria**

The status of Associate is open to national European non-profit bodies with a public service mission which implement international co-operation and development. They are pillar-assessed - or in the process of being pillar-assessed – by the European Commission or represent an EU Member State without an international development cooperation agency. They agree to the objectives, values and commitments of the Practitioners' Network, as stipulated in this Charter.

Applications for the status of Associate can be issued by a European agency that is pillar-assessed (or in the process of being pillar-assessed) and does not opt for membership or an EU MS that does not have a development agency. If the latter is accepted as Associate, they can be represented either by a CODEV delegate or their operational branch at the Ministry of Foreign Affairs or other relevant line Ministry.

### **22. Admission of Associates**

Potential associates should apply by sending an official letter to the Practitioners' Network Coordinator, to the attention of the President, along with the documentation indicated in Article 10.

The Steering Committee verifies the applicant's eligibility and, if applicable, validates its admission. The decision must be approved unanimously by all Steering Committee members. The applicant is informed by an official letter and the decision is communicated to the General Assembly.

### **23. Termination of Associate status**

An Associate may resign by sending an official letter to the Practitioners' Network Coordinator, to the attention of the President, at the latest two months before the resignation is effective.



The Steering Committee shall expel an Associate that no longer meets the applicable criteria.

#### **24. Associate rights and obligations**

Associates are entitled to participate in and contribute to all activities of the Practitioners' Network unless stated differently, and except for the activities of the Steering Committee. It includes:

- the General Assembly;
- high-level meetings organised by the Practitioners' Network;
- meetings and activities of the Thematic Working Groups;
- other events and exchanges organised on behalf of the Practitioners' Network.

Associates receive and are granted access to information on the Network's activities, unless stated differently, but are bound to restricted dissemination (on a case-by-case basis).

Associates may share views and voice opinion, but the Practitioners' Network has no obligation to have these represented in the Practitioners' Network outputs. They may be invited to approve and/or co-sign Practitioners' Network conclusions, statements, declaration made by the Practitioners' Network.

Associates may participate in and be represented at all public events organised by the Practitioners' Network, unless stated differently. They may use the Practitioners' Network logo and publicise the Network.

Associates shall respect restrictions on dissemination of the Practitioners' Network information. They will not be able to participate in Steering Committee meetings, nor become a Steering Committee Member.

Associates, in contrast to Members, do not have voting rights and may not be counted to determine if a quorum is met.

Associates shall subscribe to the Member commitments set out in Article 12 of this Charter.

#### **25. Associate fees and financial contributions**

Associates pay an annual financial fee to the Practitioners' Network.

There are three different levels of financial fees, set out in Annex C.

The financial fee levels may be adapted to the budgetary needs of the Practitioners' Network by way of a decision of the General Assembly, based on a Steering Committee proposal.

Based on a simple set of criteria decided by the Steering Committee and communicated to the General Assembly, each Associate is attributed a fee level from these thresholds as the amount of its respective annual contribution.

Two months before the end of the financial year, Associates are asked to make an indicative pledge for the coming financial year, based on the membership fee level they have been attributed.



Each Associate makes or renews its pledged annual financial fee at the Annual General Assembly.

In order to ensure a degree of budgetary predictability, Associates are expected to make a three-year commitment for their fee level.

The annual financial pledges are recorded in a table sent to all Members after the General Assembly.

Payment of annual financial fees is requested once a year by the President and Coordinator, in a letter sent at the beginning of the Practitioners' Network's financial year.

Annual financial fees are paid to the Joint Bank Account (defined in Article 47) and must be paid in full (to avoid multiple payments of small amounts). Associates willing to pay a two- or three-year contribution at once can do so and will receive an adjusted payment request.

Any Associate willing to make an additional financial contribution, on a voluntary basis, for specific needs at a given time shall be allowed to do so.

The Practitioners' Network shall bear no charges for any payments made to the Joint Bank Account.

## **E. Organs of the Practitioners' Network**

### **26. List of organs**

The organs of the Practitioners' Network are:

- General Assembly (I);
- Steering Committee (II);
- Thematic Working Groups (III);
- President and the Troika (IV).

## **I. General Assembly**

### **27. Role and composition**

The General Assembly is the main organ of the Practitioners' Network. The General Assembly is composed of all Members and meets at least once a year.

Prior to the meeting, Members shall inform the Coordinator of the name(s) of their representative(s) who will be attending the meeting.

The General Assembly is entrusted with all powers not reserved to other organs of the Practitioners' Network, in particular the following:

- definition of the Practitioners' Network's strategy;
- provision of an overview of and endorsement of the activities conducted during the year by the Practitioners' Network, including the Thematic Working Groups and possibly other fora;



- identification and endorsement of strategic priorities to be addressed by the Practitioners' Network, implemented by the Steering Committee and the Thematic Working Groups with the support of the Coordinator;
- decisions regarding the Practitioners' Network's budget and accounts, including the discharge of the President and the Coordinator for the outgoing financial year;
- decision on the need to appoint external auditors for the next financial statements;
- appointment of Steering Committee members and the President;
- admission and expulsion of Members, and Observers;
- definition of the criteria for the associate status;
- transfer of the Coordination Office outside the Brussels-Capital Region;
- determination of membership fee levels;
- proposals for amendments to this Charter.

Observers may be invited to attend meetings of the General Assembly, in addition to experts identified by the President for facilitation and/or content purposes, based on their added value. Associates can attend the meetings of the General Assembly. Any such persons shall not have voting rights.

## **28. Deliberations and decisions**

The General Assembly is validly constituted and can take decisions if half the Members are present or duly represented.

Each Member has one vote.

When a Member is unable to attend the General Assembly, it may delegate its vote, by letter, fax or e-mail, to another Member. A Member cannot represent more than one other Member.

When decisions are to be taken, a consensus shall first be sought in the General Assembly. If all efforts to reach a consensus fail, a vote shall take place.

With the exception of the decisions referred to below which must be approved unanimously, a decision shall be adopted by a two-thirds majority of the Members present or duly represented at the General Assembly.

The General Assembly also decides on proposals to amend this Charter. In this case, a quorum of two-thirds of the Members must be present or duly represented. An amendment to this Charter adopted by the General Assembly with a two-thirds majority must then be signed by each Member. The amended Charter shall be effective upon signature by two-thirds of the Members. If a Member refuses to sign the amended Charter, it must resign from the Practitioners' Network in accordance with Article 11.

The following decisions must be approved by the General Assembly unanimously:

- The admission and expulsion of Members and Observers (the Member concerned may not take part in the vote).



## **29. Meetings**

The General Assembly is called by the President. The General Assembly may also be called by two thirds of the Members or by one Member approved by the Steering Committee, if duly justified.

Meetings of the General Assembly are held on the date and at the place indicated in the notice.

The notice of a meeting shall be sent to the Members no later than six (6) weeks before the scheduled date of the meeting. In urgent cases, this period can be shortened. Notices may be sent by letter, fax, e-mail or any other written means.

The General Assembly is also entitled to take decisions by teleconference, videoconference or any equivalent means. Such decisions are subject to the same rules as regular meetings, except for the written consultation procedure set out in Article 30.

The agenda of the General Assembly shall be sent by the same means at least two (2) weeks prior to the meeting.

Members must also receive background documents before the meeting.

When a proposal to amend the Charter is on the agenda of a General Assembly, a description of the proposed amendment(s) and its (their) purpose(s) must be sent to the Members before the meeting.

The President shall organize and chair the General Assembly. If the President is absent, a member of the Troika shall chair the meeting.

The Presidency is entitled to a lumpsum for the expenses related to the organization of the annual General Assembly meeting, as stated in Annex F

Brief minutes of the meeting and the decisions taken shall be prepared by the President, in cooperation with the Coordinator, and circulated to all Members and Associates, and upon request to those Observers present at the meeting, for information purposes only.

## **30. Written consultation**

In exceptional cases when an urgent decision is required, the General Assembly may take a decision after consulting the Members in writing. Voting shall take place by e-mail, with the votes being sent to the President and the Coordinator. The decision shall be taken in accordance with the quorum and majority rules provided for by this Charter for meetings of the General Assembly, it being understood that the receipt of an e-mail from a Member within the specified period of time, expressing a vote in favour of or against the proposal, shall be taken into account to calculate the quorum and majority.

Decisions adopted by means of written consultation shall be circulated to all Members and Associates, and upon request to Observers for information purposes only.

Decisions on the following topics may not be taken through written consultation:

- Approval of the budgets and accounts, including discharge of the President and Coordinator for the outgoing financial year.



## **II. Steering Committee**

### **31. Role and composition**

The main role of the Steering Committee is to prepare and implement decisions taken by the General Assembly.

The Steering Committee is composed of six members:

- The Troika (as described in Article 38);
- Three other volunteer Members appointed by and at the General Assembly for a renewable one-year term; if there are insufficient candidates to renew the Steering Committee, the outgoing members will voluntarily extend their term for another year.

Observers can be invited by the Steering Committee to attend its meetings.

In the event of a vacancy on the Steering Committee, the Steering Committee shall call a General Assembly or organise written consultation to appoint a new member.

The President chairs the Steering Committee. In the President's absence, meetings of the Steering Committee shall be chaired by another member of the Troika. The President can be reimbursed for Steering Committee meeting expenses, upon presentation of the supporting expenditure documents, for the amount set in Annex F, if requested, to be paid from the Joint Bank Account. This amount may be adapted by way of a decision of the General Assembly, based on a Steering Committee proposal.

The Steering Committee is in charge of:

- ensuring that the Practitioners' Network's strategic objectives, as defined by the General Assembly, are implemented;
- preparing meetings of the General Assembly;
- approving requests by Members for extraordinary General Assembly meetings;
- verifying the eligibility of potential Members, Associates and Observers and proposing to the General Assembly their admission;
- supervising the management of the Practitioners' Network's budget and accounts, including by making a proposal to the General Assembly to discharge the Coordinator and the President;
- approving contracts to be signed by the President or an authorised agent in the name and on behalf of the Practitioners' Network and the procurement procedure applicable to each contract;
- validating the work programmes of the Thematic Working Groups and possible additional budget needs;
- deciding to open, reorient or even dismantle a Thematic Working Group, in line with the strategic priorities identified by the General Assembly;
- proposing membership fee levels;
- ensuring strategic links with and providing an overview of the Thematic Working Groups;
- approving proposals by Thematic Working Group leaders to launch studies on behalf of the Practitioners' Network,
- approving proposals by Members, Associates or Observers to launch studies on behalf of the Practitioners' Network;



- organising high-level meetings and other events;
- approving/refusing applications for the associate status;
- organising the recruitment of a Coordinator and validating a shortlist for the Troika;
- approving any change to the address of the Coordination Office in Brussels;
- agreeing on any change in the Coordinator's working conditions, fees, travel expenses, administrative expenses, remuneration, etc.;
- approving for publication any paper produced by or on behalf of the Practitioners' Network (e.g. as part of its "working paper series")

### **32. Deliberations and decisions**

The Steering Committee may validly take decisions if at least four (4) of its members are present.

A consensual approach should be favored during Steering Committee meetings unless a vote is required due to the different views expressed. In this case, the decision must be approved by a simple majority of the Steering Committee members present.

The admission and expulsion of Associates shall be unanimously approved by the Steering Committee.

Each member of the Steering Committee is entitled to one (1) vote on each matter brought before the Steering Committee. In the event of a tie, the President shall cast the deciding vote.

Members of the Steering Committee may not have other Members represent them or vote on their behalf in their absence.

### **33. Meetings**

The Steering Committee shall meet in Belgium or in any other country, as many times as the interests of the Practitioners' Network so require, after the Coordinator and the President have sent a notice to all Members.

The Steering Committee is also entitled to take decisions by means of teleconference, videoconference or other equivalent means. Such decisions are subject to the same rules as regular meetings, except for the written consultation procedure described in Article 34.

The meeting notice, as well as the agenda and working documents, shall be sent by the Coordinator to each member of the Steering Committee in advance, by letter, fax, e-mail or any other written means.

Brief minutes of the meeting and the decisions taken shall be prepared by the President, in cooperation with the Coordinator, and circulated to all Members and Associates, and upon request to those Observers present at the meeting, for information purposes only.

### **34. Written consultation**

In exceptional cases, the Steering Committee shall have the power to take a decision after written consultation of its members. The proposals shall be sent by the President or the



Coordinator on the President's behalf to the members of the Steering Committee by e-mail, together with the necessary documentation and a justification for taking decisions by this means.

The decision shall be taken in accordance with the quorum and decision-making rules provided for by this Charter for Steering Committee meetings, it being understood that an e-mail sent by a committee member to the President within the specified period of time, expressing a vote in favour of or against the proposal, shall be taken into account to calculate the quorum and the number of favorable votes cast.

Decisions adopted by means of written consultation shall be circulated to all Members, Associates and, upon request, to Observers for information purposes only.

### **III. Thematic Working Groups**

#### **35. Role and composition**

Various Thematic Working Groups have been created to allow Members to exchange views and work on topical issues, which reflect the priorities of the Practitioners' Network, at both the operational and strategic levels.

Involvement in a Thematic Working Group is strictly voluntary and in accordance with the priority given to the particular theme of the group.

Each Member shall appoint a contact person for each Thematic Working Group in which it decides to be involved.

Each Thematic Working Group is headed by a Member acting as leader. An Associate or an Observer may act as leader if approved by the Steering Committee.

European organisations which have expressed an interest in joining the Practitioners' Network may be invited by group leaders to meetings of Thematic Working Groups.

Any organisation or expert may be invited by a Thematic Working Group leader to participate in a given activity of the group, based on its specific added value.

Representatives of government or policy-makers may be invited by group leaders to attend certain Thematic Working Group meetings, when appropriate, in order to ensure open dialog between the Practitioners' Network and politicians.

Guests at Thematic Working Group meetings do not have voting rights.

#### **36. Establishment, reorientation and termination**

New Thematic Working Groups can be created at the request of Members, subject to approval by the Steering Committee.

The Steering Committee may also decide to reorient or even dismantle a Thematic Working Group.

The criteria for setting up a new Thematic Working Group include:



- relevance of the theme and objectives to mid- or long-term strategic objectives of the Practitioners' Network;
- potential for mobilising various Members and other European practitioners;
- attestation by the potential new group leader that at least half the Members are willing to commit to actively contributing to the Thematic Working Group;
- added value of the theme for the Practitioners' Network;
- commitment by a Member to become a Thematic Working Group leader and to mobilise the appropriate human resources to this end;
- availability of terms of reference, work programmes and expected outputs.

A list of Thematic Working Groups may be found in Annex D.

### **37. Organisation and terms of reference**

Thematic Working Groups are managed in a decentralised way by group leaders.

Group leaders are responsible for organising meetings. They are free to choose the form which meetings of the Thematic Working Groups should take and the appropriate way of holding meetings and organising their exchanges. However, they must accept guidance from the Steering Committee. Subject to the prior approval of the Steering Committee, group leaders may be reimbursed for meeting expenses for the amount set in Annex F, to be paid from the Joint Bank Account, upon receipt of the supporting documents on expenditure. This amount may be adapted by way of a decision of the General Assembly, based on a Steering Committee proposal.

The Thematic Working Groups shall define their respective terms of reference and agree on their activities and programmes, outputs and outcomes, including regular thematic workshops as well as the possible commissioning of studies and papers, if approved by the Steering Committee.

Following each annual meeting of the General Assembly, group leaders shall present an annual work plan (or updated plan) to the Steering Committee. The Steering Committee may ask for regular updates or information on work plans.

Each Thematic Working Group shall present an overview of its work at the annual meeting of the General Assembly, as well as regular updates of its activities and plans at Steering Committee meetings.

Group leaders shall be informed of the agenda of each Steering Committee meeting in advance and may be invited by the Steering Committee to participate in and/or contribute to the meeting. Group leaders may also ask the Steering Committee to put on the agenda a proposal to launch a study on behalf of the Practitioners' Network, including the applicable cost and procurement procedures.

Each Thematic Working Group shall share its results and findings with all Members of the Practitioners' Network through the appropriate channels.

A Thematic Working Group may request the support of the Coordinator, with the President's consent, on a case-by-case basis.



## **IV. President and Troika**

### **38. Troika**

The Troika is composed of the previous, current and future Presidents.

The Troika guarantees the strategic continuity of the Practitioners' Network and the ownership of the Practitioners' Network by various Members.

The Troika selects the Coordinator from amongst a shortlist approved by the Steering Committee.

### **39. President**

Any Member can volunteer to hold the presidency of the Practitioners' Network. In the absence of a volunteer, the President is appointed by the General Assembly from amongst the Members. In the case of more than one candidacy, the General Assembly will decide by a secret voting procedure.

A dual Presidency is possible, when two Members join forces to ensure a yearly term. The two members will act as one in Troika discussions and in the Steering Committee meetings, in terms of quorum, voting and speaking time, and in Steering Committee written procedures, in terms of comments and voting.

The President calls, organises and chairs Steering Committee meetings and (ordinary and extraordinary) General Assembly meetings and may chair any other meeting or event of interest to the Practitioners' Network.

The President ensures the public relations of the Practitioners' Network, with the support of the Coordinator.

The President promotes the representation of the Practitioners' Network at the European level and can act as the face of the Practitioners' Network in dealings with the European Commission and other stakeholders.

The President supervises the Coordinator.

The President's term is one year, possibly extended to two with the General Assembly's approval.

## **F. The Coordinator and the Coordination Office**

### **40. The Coordinator**

The Coordinator performs operational, administrative and financial tasks.

The Coordinator's role is to:



- provide support to the President and the Steering Committee, in particular to coordinate the preparation of the annual report of the PN
- facilitate the provision of information to and amongst Members, Associates and Observers on all Practitioners' Network matters;
- suggest options/initiatives for operational and organizational developments of the Practitioners' Network
- manage in accordance and under guidance of the Steering Committee PN internal and external communications and visibility actions, including website management and social media promotion
- represent the Practitioners' Network, if so instructed by the President;
- prepare and draft a budget plan for the Practitioners' Network;
- manage the accounts and budget;
- prepare quarterly reports and an annual statement of transactions made through the Joint Bank Account and provide these documents to the President;
- prepare the discharge of the President and the Coordinator for the outgoing financial year.

The Coordinator shall participate in meetings of the Practitioners' Network, including Thematic Working groups meetings, when possible and for the latter when necessary.

The Coordinator is appointed by the Troika from a shortlist validated by the Steering Committee.

#### **41. The Coordination Office**

The Coordinator shall be provided with office space in the Coordination Office.

The location of the Coordination Office is set out in Annex A.

### **G. Authority to sign contracts**

#### **42. Delegation of authority to the President**

The Members agree that the Practitioners' Network has no legal personality.

This means that any contract or payment involving the Members must be signed by each individual Member.

In order to avoid the need for multiple signatures, the Members recognise the advisability of appointing a representative to act in their name and on their behalf, strictly for certain matters of the Practitioners' Network.

To this end, the Members hereby authorise the President to conduct acts in the name and on behalf of all Members of the Practitioners' Network. This delegation of authority covers acts whose value does not exceed the annual budget approved by the General Assembly plus any additional voluntary contributions and relates strictly to the following matters:

- i. hiring a Coordinator in charge of the tasks set out in Article 40;



- ii. Opening, closing and managing the Joint Bank Account;
- iii. Leasing space for the Coordination Office;
- iv. Making purchases necessary for the functioning of the Practitioners' Network, for daily matters or special events:
- v. commissioning studies and technical advice approved by the Steering Committee, including studies for Thematic Working Groups.

The prior approval of the Steering Committee is required to enter into and terminate contracts regarding the abovementioned matters, if the value of the contract exceeds three thousand euros (EUR 3000). The Steering Committee must approve the cost and procurement procedures foreseen for each such contract.

The President shall inform the Steering Committee of any contract signed. If so requested by a Member, the President shall provide that Member with a copy of the contract signed.

The Members also authorise the President to make payments from the Joint Bank Account in relation to the abovementioned contracts, including up to six months after the end of its term. The prior approval of the Steering Committee shall be required for any payment exceeding three thousand euros (EUR 3.000).

#### **43. Delegation of authority to the Coordinator and other Members**

With the prior approval of the Steering Committee, the President may authorise the Coordinator or a Member to sign one or more documents relating to the matters mentioned in the preceding article or to make payments in relation thereto or to pay the amount referred to in Article 31 and Article 37.

To this end, the President shall specify the extent of the delegation of authority, which must be expressly accepted by the Coordinator or Member, as the case may be. The President shall retain at all times authority to sign the abovementioned documents in place of the designated person(s).

With respect to opening, closing and managing the Joint Bank Account, at least two persons belonging to the Troika shall have a power of attorney at all times to make payments, jointly or individually.

If so authorised by the President in accordance with the preceding provisions, the Coordinator and/or Member must request and receive the President's prior approval for all contracts and payment orders.

In any case, the Coordinator may not approve any payment exceeding three thousand euros (EUR 3000).

#### **44. Liability**

When acting under this section, the President and the persons mentioned in Article 43 to whom authority is delegated act in the name and on behalf of all Members. Therefore, each Member



is legally bound to third parties and shall be jointly and severally liable for obligations resulting from the documents so signed.

For the sake of clarity, it is expressly noted that the President and persons authorised by the President shall clearly indicate to third parties that they are acting on behalf of the Practitioners' Network and in the name of each Member of the Practitioners' Network, in accordance with powers mentioned herein.

## **H. Procurement, Budget, Joint Bank Account and Accounting**

### **45. Procurement**

When awarding contracts, the President or the latter's authorised representative, acting in the name of the Practitioners' Network, shall respect the principles of transparency, equal treatment and non-discrimination, fair access and competition, as recommended by international practices.

Contracts to be entered into on behalf of Members of the Practitioners' Network shall be awarded pursuant to a restricted competitive bidding procedure. A shortlist of candidate bidders may be established without prior publication, prepared based on the capabilities and qualifications of the candidates to perform the requested services, after verifying that the candidates are indeed available and interested before providing the bidding documents to them.

If the Steering Committee or a Thematic Working Group deems it appropriate, an open tender procedure shall be organised to select candidates.

When necessary and under exceptional circumstances, contracts shall be entered into by mutual agreement, without a competitive bidding process.

### **46. Budget**

The budget should cover

- administrative costs of the Practitioners' Network, including staff remuneration, travel and representation expenses, telecommunication costs, and rental payments for office space;
- costs of meetings of the General Assembly and preparations for conferences such as European Development Days and other events determined by the General Assembly;
- costs of studies, working papers and workshops suggested by Members and approved by the Steering Committee or any specific *ad hoc* costs, if needed and duly justified, with the approval of the Steering Committee.

### **47. Joint Bank Account**

An account to which the fees and financial contributions of Members, Associates and Observers are paid, and from which the costs of the Practitioners' Network are withdrawn, has



been set up. This account is referred to as the “Joint Bank Account”. There is no overdraft possibility for the Joint Bank Account

If interest accrues on the Joint Bank Account, it shall be included in the budget of the Practitioners' Network.

The Members authorise the President to establish, manage and close the Joint Bank Account.

Details of the Joint Bank Account are set out in Annex E.

#### **48. Accounting**

The Members entrust the President with responsibility for the accounting of the Practitioners' Network.

The financial year runs from 1 May to 30 April of the following calendar year.

The Coordinator shall prepare, during the last quarter of the financial year, an income and expenses statement for the previous year, which must be submitted to the Steering Committee and the General Assembly immediately upon completion.

#### **49. Audit**

A basic audit will be carried out after the close of each financial year. Given the simplicity of the accounts and the low number of transactions, the audit may be performed by two volunteer Steering Committee members, approved by the Steering Committee. The discharge procedure is prepared by the Coordinator. If the General Assembly deems it necessary, external auditors shall be commissioned to perform an audit of the accounts for the coming financial year.

The audit should confirm that there is no difference between the opening and closing balances of the statements of the Joint Bank Account and that all transactions are properly justified and supported with appropriate documentation, matching the amounts, description and time indicated.

All Members have the right to review the audit documents upon request, following their presentation to the General Assembly.

Each year, the General Assembly shall discharge the President, representing the Steering Committee.

### **I. General Provisions**

#### **50. Governing law**

This Charter is governed by Belgian law. Any dispute relating to this Charter shall be referred to the courts of competent jurisdiction in Brussels.



### **51. Amendments**

Any amendment to this Charter must be signed by each Member, except for updates to the annexes referred to in Article 52.

### **52. Annexes**

Annexes to this Charter may be updated from time to time by the Steering Committee or the General Assembly in accordance with their powers as described in this Charter.

Any update to the annexes shall be provided to all Members, Associates and Observers.

### **53. Termination**

In the event of termination of the Practitioners' Network, its assets, in particular the net balance of the Joint Bank Account including interest, shall be allocated amongst the Members with respect and in proportion to their membership fees and financial contributions for the past three financial years.

Dissolution of the Practitioners' Network shall be approved by the Members unanimously.

### **54. Entry into effect**

The Charter will enter into effect when signed by two-thirds of the Members.



Signatures of the Members:

*Friedrich Stift*

Friedrich Stift (Mar 2, 2022 17:17 GMT+1)

ADA

*Anton Leis García*

Anton Leis García (Mar 13, 2022 09:37 MDT)

AECID

*Rémy Rioux*

Rémy Rioux (Mar 18, 2022 18:20 GMT+1)

AFD

*Luca Maestriperi*

Luca Maestriperi (Mar 18, 2022 18:50 GMT+1)

AICS

*Scott McDonald*

Scott McDonald (Mar 29, 2022 16:08 GMT+1)

British Council

*JRibeirodeAlmeida*

JRibeirodeAlmeida (Jul 5, 2022 11:18 GMT+1)

Camões

*Michal Mincev*

CPMA

*Michal Mincev*

Michal Mincev (Sep 1, 2022 13:36 GMT+2)

Czech Development Agency  
(CzechAid)

Enabel.

Expertise France

*Anna Terrón Cusí*

Anna Terrón Cusí (Oct 4, 2022 17:15 GMT+2)

FIIAPP

*Tanja Gönner*

Tanja Gönner (Oct 10, 2022 21:56 GMT+2)

GIZ

*Manuel Tonnar*

Manuel Tonnar (Oct 11, 2022 19:04 GMT+2)

LuxDev

*Daniela Dobre*

Daniela Dobre (Oct 24, 2022 11:33 GMT+3)

RoAid

*Carin Jämtin*

Carin Jämtin (Oct 27, 2022 16:24 GMT+2)

Sida

*Tomas Bokor*

Tomas Bokor (Nov 1, 2022 11:58 GMT+1)

SlovakAid

*Simon O'Connell*

Simon O'Connell (Nov 16, 2022 10:15 GMT+1)

SNV



## **List of Annexes**

**Annex A: Coordination Office Address**

**Annex B: List of Members, Associates and Observers**

**Annex C: Fee Levels**

**Annex D: List of Thematic Working Groups**

**Annex E: Joint Bank Account Details**



## **Annex A: Coordination Office Address (20 April 2020)**

The Coordination Office is located at:

Square de Meeus 38-40  
B-1000 Brussels  
Belgium

## **Annex B: List of Members, Associates and Observers**

### **Members**

1. ADA - Austrian Development Agency
2. AECID
3. AFD
4. AICS
5. British Council
6. Camões
7. CPMA
8. Czech Development Agency (CzechAid)
9. Enabel
10. Expertise France
11. FIIAPP
12. GIZ
13. LuxDev
14. RoAid
15. Slovak Agency for International Development Cooperation (Slovakaid)
16. Sida
17. SNV

### **Associates**

1. DANIDA
2. FCDO
3. Ministry of Foreign Affairs of Estonia
4. Ministry of Foreign Affairs of The Netherlands

### **Observers**

European Commission



### Annex C: Fee Levels

The thresholds/levels are the following:

**PN MEMBERS CONTRIBUTIONS (Minimum)**  
Volume of operations\* (in M €)

**PN ASSOCIATES CONTRIBUTIONS (Minimum)**  
Volume of operations\* (in M €)

Levels		
<b>5.000 €</b>	<b>9.000 €</b>	<b>17.000 €</b>
< 200	200 - 2.500	> 2.500
<b>5.000 €</b>	<b>9.000 €</b>	
< 500	> 500	

*\*Volume of funds implemented in the last closed exercise in development cooperation including ODA and delegated funds.*

Organisations with a financial annual turn-over inferior or equal to EUR 1 million (one million euros) are allowed to a lower contribution of EUR 3.000/year.

### Annex D: Working Groups

- Effective Partnership and Implementation
- Contractual and Financial Framework
- Thematic Working Group:
  - Migration and Human Mobility
  - Culture and Development
  - Private Sector
  - Humanitarian Development Nexus
  - Climate - Green Deal
  - Education in Emergencies
  - Digitalisation

Other thematic initiatives:

- Team Europe Task Force

**Signature:** 

**Email:** jean.vanwetter@enabel.be

**Signature:** 

**Email:** christine.sone-kelle@expertisefrance.fr

# PN Charter

Final Audit Report

2022-09-13

Created:	2022-02-24
By:	Alejandra Rojo (alejandra.rojo@dev-practitioners.eu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsoeXZ2oQILvoK1wq-UfKEEnZADKioy6IF

## "PN Charter" History

-  Document created by Alejandra Rojo (alejandra.rojo@dev-practitioners.eu)  
2022-02-24 - 3:25:35 PM GMT
-  Document emailed to Friedrich Stift (friedrich.stift@ada.gv.at) for signature  
2022-02-25 - 11:01:24 AM GMT
-  Email viewed by Friedrich Stift (friedrich.stift@ada.gv.at)  
2022-02-25 - 10:00:34 PM GMT
-  Document e-signed by Friedrich Stift (friedrich.stift@ada.gv.at)  
Signature Date: 2022-03-02 - 4:17:00 PM GMT - Time Source: server
-  Document emailed to Antón Leis García (director.aecid@aecid.es) for signature  
2022-03-02 - 4:17:02 PM GMT
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-  Email viewed by Antón Leis García (director.aecid@aecid.es)  
2022-03-13 - 3:35:47 PM GMT
-  Document e-signed by Antón Leis García (director.aecid@aecid.es)  
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-  Document emailed to Rémy Rioux (riouxr@afd.fr) for signature  
2022-03-13 - 3:37:12 PM GMT
-  Email viewed by Rémy Rioux (riouxr@afd.fr)  
2022-03-18 - 5:19:33 PM GMT
-  Document e-signed by Rémy Rioux (riouxr@afd.fr)  
Signature Date: 2022-03-18 - 5:20:23 PM GMT - Time Source: server

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2022-03-18 - 5:20:25 PM GMT

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2022-03-18 - 5:49:15 PM GMT

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2022-03-18 - 5:52:10 PM GMT

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2022-03-29 - 3:07:43 PM GMT

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2022-03-29 - 3:09:00 PM GMT

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2022-03-31 - 4:13:54 PM GMT

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2022-06-09 - 5:32:22 AM GMT

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2022-06-09 - 5:32:22 AM GMT

 Alejandra Rojo (alejandra.rojo@dev-practitioners.eu) replaced signer Joao Ribeiro (jribeirodealmeida@camoes.mne.pt) with Maria Elizabeth Melo (maria.melo@camoes.mne.pt)

2022-06-15 - 1:47:28 PM GMT

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2022-06-15 - 1:47:29 PM GMT

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2022-06-20 - 9:09:32 PM GMT

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2022-06-20 - 9:09:32 PM GMT

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2022-06-20 - 9:09:44 PM GMT

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2022-06-29 - 9:46:32 AM GMT

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2022-06-29 - 9:46:33 AM GMT

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2022-06-29 - 9:46:59 AM GMT

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2022-06-29 - 9:56:28 AM GMT

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2022-07-05 - 10:18:33 AM GMT

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2022-07-05 - 10:18:37 AM GMT

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2022-08-12 - 3:36:42 PM GMT

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2022-08-12 - 5:07:27 PM GMT

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2022-09-01 - 11:36:58 AM GMT

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2022-09-02 - 4:12:01 PM GMT

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2022-09-02 - 4:12:26 PM GMT

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Signature Date: 2022-09-02 - 4:12:27 PM GMT - Time Source: server

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2022-09-03 - 6:19:28 PM GMT

 Alejandra Rojo (alejandra.rojo@dev-practitioners.eu) added christine.sone-kelle@expertisefrance.fr as an alternate for jeremie.pellet@expertisefrance.fr

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2022-09-12 - 9:11:21 AM GMT

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2022-09-12 - 9:30:27 AM GMT

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2022-09-13 - 7:42:53 AM GMT

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Signature Date: 2022-09-13 - 7:42:57 AM GMT - Time Source: server

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2022-09-13 - 7:42:57 AM GMT

# PN Charter 2022

Final Audit Report

2022-11-16

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By:	Alejandra Rojo (alejandra.rojo@dev-practitioners.eu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5-ZdYCKBTIBNiIFpby8_52u4rGGudDpY

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2022-10-04 - 11:00:36 AM GMT

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2022-10-04 - 3:15:42 PM GMT

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2022-10-11 - 5:04:18 PM GMT

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2022-10-24 - 8:33:31 AM GMT

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2022-10-27 - 2:24:06 PM GMT

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2022-11-01 - 10:56:42 AM GMT

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2022-11-01 - 10:58:12 AM GMT

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Signature Date: 2022-11-01 - 10:58:14 AM GMT - Time Source: server

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2022-11-02 - 2:18:20 PM GMT

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2022-11-08 - 8:15:50 PM GMT

 Email viewed by soconnell@snv.org

2022-11-15 - 11:20:51 AM GMT

 Signer soconnell@snv.org entered name at signing as Simon O'Connell

2022-11-16 - 9:15:21 AM GMT

 Document e-signed by Simon O'Connell (soconnell@snv.org)

Signature Date: 2022-11-16 - 9:15:23 AM GMT - Time Source: server

 Agreement completed.

2022-11-16 - 9:15:23 AM GMT