

Rules and Regulations - Foundation Wetlands International

1. Introduction

- 1.1 Article 16 (Policies) of the Articles of Association of the Foundation describes that:
- 16.1 *The Supervisory Council has the authority to adopt one or more set(s) of regulations upon proposal for that purpose from the Management Board or the Supervisory Council.*
- 16.2 *The Supervisory Council will adopt at least one set of Supervisory Council and Management Board rules and regulations to determine, among other things, the relationship between the Supervisory Council and the Management Board, the relationship and the description of the duties of the Management Board members, and which further includes the profile of all members of the Supervisory Council.*
- 1.2 In addition Article 6.3 of the Articles of Association describes that:
- 6.3 *A more detailed description of duties of the Supervisory Council and the Management Board will be laid down in the Supervisory Council's and Management Board's rules and regulations, which the Supervisory Council and Management Board will draft jointly.*
- 1.3 Furthermore Article 12.3 of the Articles of Association describes that:
- 12.3 *With respect to joint meetings of the Supervisory Council and the Management Board, the convening method, the decision-making process and the proceedings at meetings will be described in more detail in rules and regulations. These rules and regulations will be established in the manner described in article 16 of these Articles of Association.*
- 1.4 This document defines the rules and regulations as stipulated in articles 6.3, 12.3 and 16. These rules and regulations will be kept under review by the Management Board and the Supervisory Council to be amended as appropriate.
- 1.5 In accordance with the Articles of Association, these Rules and Regulations and any amendments need to be adopted by the Supervisory Council.
- 1.6 In case of an inconsistency between the Articles of Association and these Rules and Regulations the Articles of Association prevail.

2. Supervisory Council

2.1 Supervisory Council; general

- 2.1.1 The Supervisory Council is in charge of the overall supervision of the policies of the Management Board and the general course of affairs within the Foundation. Its supervision

particularly concerns the achievements of the Foundation's objective and the continuity of the Management Board and the Foundation's activities.

- 2.1.2 Articles 9, 10, 11 and 12 of the Articles of Association determine the composition, the duties and the way of operation of the Supervisory Council.
- 2.1.3 The Supervisory Council has the right and the duty to request from the Management Board the information it needs to properly execute its supervisory role.
- 2.1.4 Proposed resolutions regarding organisational policies for the Foundation, including those regarding volunteers and risk management, require prior written approval by the Supervisory Council.
- 2.1.5 The Supervisory Council monitors and reviews as a minimum:
 - the progress in implementation of the vision, strategy and multi-annual plan and budget;
 - the progress in implementation of the annual plan and budget;
 - the allocation of resources according to established criteria and procedures;
 - resource development;
 - internal and external communication;
 - implementation of the volunteers policy;
 - risk management;
 - the financial situation and financial management;
 - general management by the Management Board.
- 2.1.6 The Supervisory Council guards against conflicts of interests between its members and the Foundation and between the Foundation and members of the Management Board and/or employees.
- 2.1.7 The Supervisory Council ensures that the salaries of members of the Management Board comply with the requirements of the CBF Regulation.
- 2.1.8 At least once every four years the Supervisory Council, together with the Management Board, reviews the functioning of the external auditor.
- 2.1.9 Documents related to Supervisory Council meetings will be presented at least two weeks before the meeting to all the members of the Supervisory Council and the Management Board.
- 2.1.10 In addition to what has been described in Articles 9, 10, 11 and 12 of the Articles of Association the Supervisory Council members should meet the criteria as described in the profile in Annex 1.
- 2.1.11 Members of the Supervisory Council must sign the Statement as required by the CBF.1
- 2.1.12 In addition to the regular members, the Supervisory Council may have Observers. At the time of the adoption of these rules and regulations this concerns:
 - the president;
 - one representative from the Secretariat of the Ramsar Convention on Wetlands;
 - one representative from the Dutch Government to represent the host country.
 - The observers from the Ramsar Secretariat and EL&I will be appointed by their respective organisations.
- 2.1.13 The observers are free to participate in the discussions and provide advice during the Supervisory Council's meetings of the Supervisory Council and its Committees and in

¹ Reglement en Bijlagen CBF-Keur, Bijlage 12 (Regulation and Enclosures CBF-Seal, Annex 12)

response to emails, but have no voting right and do not take part in formal decision taking by the Council.

- 2.1.14 The observers will not participate in closed sessions of the Supervisory Council unless invited to by the Chair of the Supervisory Council.
- 2.1.15 In addition to the regular members and the observers, the Supervisory Council may have honorary members. Honorary members do not participate in Supervisory Council meetings and have no voting rights, but can be called upon to provide their advice. Honorary members are entitled to receive all the documentation related to Supervisory Council meetings and joint meetings of the Supervisory Council and the Management Board.
- 2.1.16 The Supervisory Council annually evaluates its own performance. This process is led by the Chair. The evaluation will include answers to the following questions:
- Have the tasks that the Supervisory Council has set itself been well formulated?
 - Have these tasks been implemented appropriately?
 - Have all members ensured to be sufficiently informed on the foundation's business?
 - Did all members involve themselves sufficiently in the decision taking process?
- 2.1.17 The Supervisory Council annually draws up an Accountability Statement in accordance with the CBF Regulation.
- 2.1.18 As described in Article 9.9.c of the Articles of Association the Supervisory Council will render an account in their own annual report. This report shall include a summary of the accountability statement.

2.2 Supervisory Council; President, Chair and Vice-Chair

- 2.2.1 The Supervisory Council may appoint a President who acts in an advisory and ambassadorial role for the organisation.
- 2.2.2 The President will have observer status at the meetings of the Supervisory Council.
- 2.2.3 More specifically the President:
1. represents the organisation and its governance bodies at formal functions, as appropriate to provide momentum to Wetlands International initiatives;
 2. provides assistance with increasing the visibility of Wetlands International in relevant political circles and with key sectors and donors; and
 3. assists in recruiting new Supervisory Council members.
- 2.2.4 The Supervisory Council will elect a Chair from its midst. The Chair's tasks are generally described in article 9.5 of the Articles of Association. More specifically the Chair:
1. Chairs the Supervisory Council meetings and signs the minutes after approval by the Council;
 2. Casts the deciding vote in case of a tie;
 3. Ensures Supervisory Council vacancies are filled according to priorities;
 4. Establishes and participates in a sub-group of the Supervisory Council for the recruitment and performance assessment of the CEO;
 5. Undertakes regular reviews with the MB of progress with Supervisory Council decisions and provides advice on matters raised by the MB or Supervisory Council members;
 6. Coordinates and reports on the evaluation of the performance of the Supervisory Council;
 7. Undertakes disciplinary action against any member of the Supervisory Council;
 8. Ensures Supervisory Council meetings are held as required and minutes are produced and circulated.

- 2.2.5 The Supervisory Council will also elect a Vice-Chair, who will replace the Chair in his/her absence.
- 2.2.6 For specific tasks the Supervisory Council may institute temporary subgroups from its midst.

3. Management Board

3.1 Management Board; general

- 3.1.1 The Management Board is entrusted with the management of the Foundation.
- 3.1.2 Articles 5, 6, 7, 8, and 13 of the Articles of Association describe in general the composition, the way of appointment, the duties and authorities of the Management Board.
- 3.1.3 In addition to what has been described in Articles 5, 6, 7, 8 and 13, the Management Board has to comply with the requirements as specified in Article 9.9 of the Articles of Association.
- 3.1.4 The Management Board reports to the Supervisory Council.
- 3.1.5 The Management Board submits a written quarterly report to the Supervisory Council within 1 month after the quarter has ended.
- 3.1.6 The Management Board and its members have the duty to provide the Supervisory Council with the information that it needs for its supervisory role.
- 3.1.7 In case of unforeseen problems in between Supervisory Council meetings the Management Board asks advice of the Chair of the Supervisory Council.
- 3.1.8 Members of the Management Board must sign the Statement as required by the CBF.²
- 3.1.9 The Management Board annually draws up an Accountability Statement in accordance with the CBF Regulation, a summary of which shall be included in the Annual Report.

3.2 Management Board; composition, appointment and relationship and description of duties of the Management Board members

Composition, appointment and overall duties of the Management Board

- 3.2.1 According to Article 5.1 of the Articles of Association, the Management Board consists of at least two (2) natural persons. One of these is also referred to as the Chief Executive Officer (CEO), who acts as the Chair of the Management Board.
- 3.2.2 The second member is the Chief Operations Officer (COO).
- 3.2.3 Article 5.2 of the Articles of Association mentions that the Management Board members are appointed by the Supervisory Council. The CEO will be recruited by a sub-group of the Supervisory Council including the Chair of the Council, in consultation with the COO and submitted to the Supervisory Council for appointment.
- 3.2.4 For the second Management Board member (COO) the Supervisory Council requests the CEO to lead the recruitment process, performed by a selection committee, including a subgroup of the Supervisory Council amongst whom the Chair. The final result of the recruitment process will be submitted to the SC for appointment.
- 3.2.5 Recruitment of Management Board members will be based upon an up-to-date profile approved by the Supervisory Council.

² Reglement en Bijlagen CBF-Keur, Bijlage 12 (Regulation and Enclosures CBF-Seal, Annex 12)

- 3.2.6 A member of the Management Board is appointed for the term specified in his or her employment contract with the Foundation (Article 5.9 AoA).
- 3.2.7 Each member of the Management Board must notify the Supervisory Council of any other position s/he holds. A member of the Management Board needs to obtain permission from the Supervisory Council before accepting or continuing any position, paid or unpaid, for which the workload is such that it may affect his/her performance for the organization or which could be otherwise contrary to the interest of the organisation.
- 3.2.8 The Management Board is entrusted with the management of the Foundation. The CEO and COO share the task of decision-making equally.

In more detail the Management Board is collectively responsible for:

- programme development and implementation
 - representation and influence
 - programme planning, risk management and monitoring and evaluation
 - reporting on global achievements
 - financial management
 - resource development
 - governance issues
 - organisational development
 - human resources
- 3.2.9 The Management Board guards against conflicts of interests between its members and the Foundation and between the Foundation and the members of the Supervisory Council and/or employees.
- 3.2.10 In accordance with article 13.4 of the Articles of Association, the Management Board will draw up a Budget and Annual plan for the following financial year. Before being adopted by the Management Board, these must be approved by the Supervisory Council not later than one month before the end of the current financial year. The Management Board will submit these documents in time for consideration by the Supervisory Council at its regular meeting in the second half of the preceding year.
- 3.2.11 In accordance with article 13.5 of the Articles of Association, the Management Board will also draw up a multi-year strategic plan and financial estimate for a period of three years. Before being adopted by the Management Board, this multi-year strategic plan and financial estimate require the Supervisory Council's prior written approval.
- 3.2.12 In accordance with article 13.2 of the Articles of Association, the Management Board prepares an Annual Report, which includes a specification and explanation of the Management Board's remuneration.
- 3.2.13 The Management Board members jointly decide on general strategic, policy related and other matters included in 3.2.8. This includes the development of recommendations for decision by the Supervisory Council.
- 3.2.14 The Management Board conducts its meetings as described in Article 8 of the Articles of Association.

Global Organization

- 3.2.15 The Foundation Wetlands International is closely cooperating with regional Wetlands International offices. Where possible such co-operations are legally anchored by a standard Agreement (as in Annex 2) and the CEO represents the Foundation as a permanent member of the relevant Supervisory Management Board.

- 3.2.16 The Management Board concludes contracts with Directors of WI offices for which no local legal entity exists (as in Annex 3), after prior written approval by the Supervisory Council.

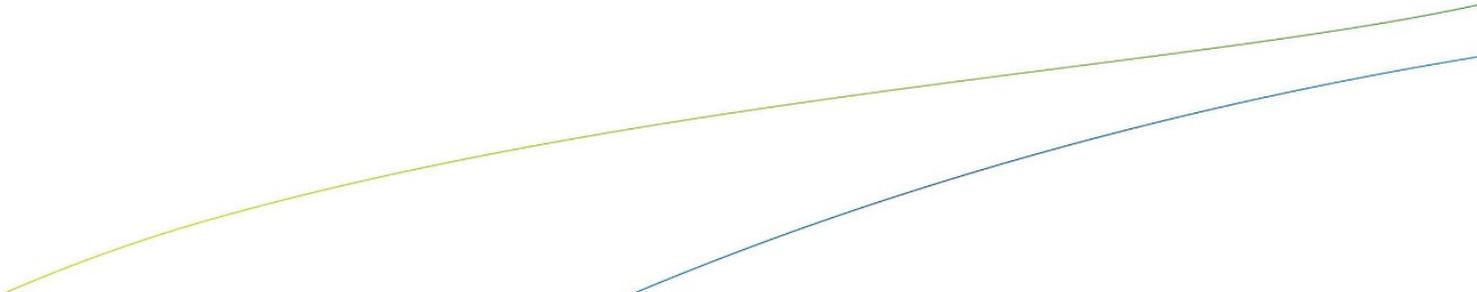
Description of duties and responsibilities of individual Management Board members

- 3.2.17 Although the Management Board as a whole is entrusted with the management of the Foundation and reports to the Supervisory Council, each Management Board member has specific duties and responsibilities as defined in their Terms of Reference, which are decided by the Supervisory Council.
- 3.2.18 Proposals for a change of division of duties and responsibilities of Management Board members can be put forward by the Management Board to the Supervisory Council for decision.
- 3.2.19 Management Board members can individually take decisions on issues not mentioned in art. 3.2.8 related to their specific field of duties and authorities, within the limits set in the organisation's authorisation table as adopted by the Management Board.
- 3.2.20 The Chief Executive Officer (CEO) is the highest ranking officer in the global organisation. The CEO serves as the chair of the Management Board. The CEO is the principal representative of the Management Board to the Supervisory Council and external parties. S/he maintains close contact with the Chair of the Supervisory Council. S/he represents the Foundation on the Management Board of other WI regional legal entities. The Chief Operations Officer (COO) is the second highest ranking officer in the global organisation.
- 3.2.21 While the focus of the CEO is on delivery of the global Strategy through programme development, representation and resource development, the COO's focus is on ensuring that the institutional framework and administrative processes are in place to enable the delivery.

Assessment of Management Board members

- 3.2.22 A subgroup of the Supervisory Council which includes the chair of the Supervisory Council, conducts the performance assessment of the CEO.
- 3.2.23 A subgroup of the Supervisory Council and the CEO conduct the performance assessment of the COO.
- 3.2.24 The assessments are conducted annually following a methodology agreed with the Supervisory Council and consistent with that used within the Headquarters of Wetlands International.

4. Joint meetings of the Supervisory Council and the Management Board

- 4.1 According to Article 12 of the Articles of Association the Supervisory Council and the Management Board will hold a joint meeting at least one (1) time a year.
- 4.2 The agenda for the meetings will be prepared by the CEO in consultation with the Chair of the Supervisory Council and will be adopted at the beginning of each meeting.
- 4.3 The Chair of the Supervisory Council will act as Chair of the joint meeting.
- 4.4 The Management Board and the Supervisory Council will adopt annual accounts of the previous financial year at their joint meeting as described in article 13.2 of the Articles of Association. The Chair, one other member of the Supervisory Council and the CEO will sign the records in evidence thereof.
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- 4.5 Both the Management Board and the Supervisory Council will have one vote at joint meetings, to be cast through their respective Chairs or his/her replacement. If the votes are equally divided on business matters, the proposal will be rejected.
- 4.6 The Supervisory Council's vote will be determined as described in article 11 of the Articles of Association describing the proceedings for Supervisory Council meetings.
- 4.7 The Management Board's vote will be determined as in Article 8 of the Articles of Association.
- 4.8 Both the Supervisory Council and the Management Board are equally entitled to convene a joint meeting, through their respective Chair.
- 4.9 Notice of joint meetings will be given by the CEO, or by an official acting on his or her behalf, and will be in writing with due observance of at least one month and stating the items to be discussed. Documents related to the meeting will be presented at least two weeks before the meeting to all the members of the Supervisory Council and the Management Board.
- 4.10 Minutes will be kept of the business transacted at the meeting. The minutes will be adopted at the same or the next meeting and in evidence thereof signed by the Chair of the Supervisory Council and the CEO.

5. Working relationship between Supervisory Council and Management Board

- 5.1 In addition to formal arrangements described above such as on annual workplan and quarterly reporting, the following working agreements have been agreed upon:
- regular liaison and information flow between the CEO, as Chair of the Management Board and the Chair of the Supervisory Council;
 - members of the Supervisory Council can have contacts on technical matters with WI staff as agreed beforehand with the Management Board;
 - in case urgent decisions of the Supervisory Council are required in between meetings the CEO puts these forward to the Supervisory Council through its Chair;
 - the Supervisory Council is entitled to all info it considers necessary; requests should come through the normal ways of contact as described above;
 - the Management Board prepares the SC meetings in accordance with the requests of the SC Chair.

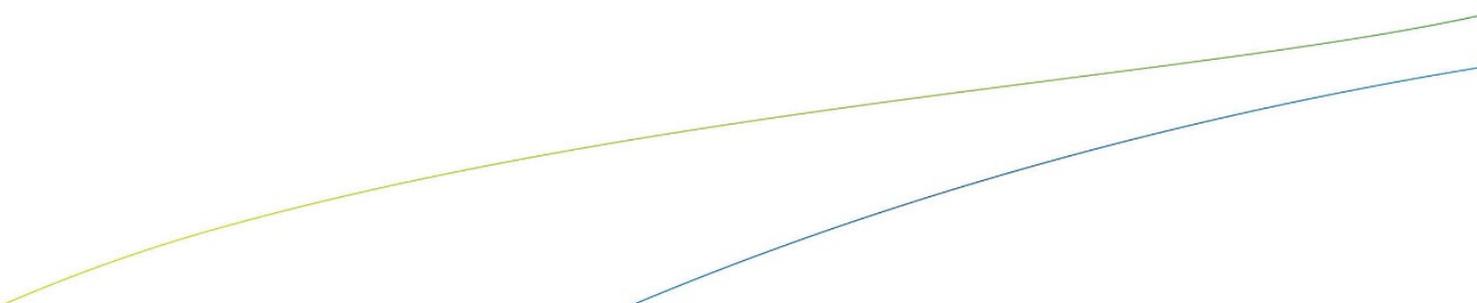
Adopted by the Management Board on 8 November 2010

Jane Madgwick
Chief Executive Officer

Frank van der Valk
Chief Operations Officer

Adopted by the Supervisory Council on 8 November 2010

Gordana Beltram
Chair



Annex 1: Profile of the members of the Supervisory Council

1. Diversity in terms of background, gender and ethnicity is a guiding principle for the composition of the Supervisory Council.
2. In order to properly carry out the duties of the Council, the following skill sets and experience should be included amongst the SC members:

General skills

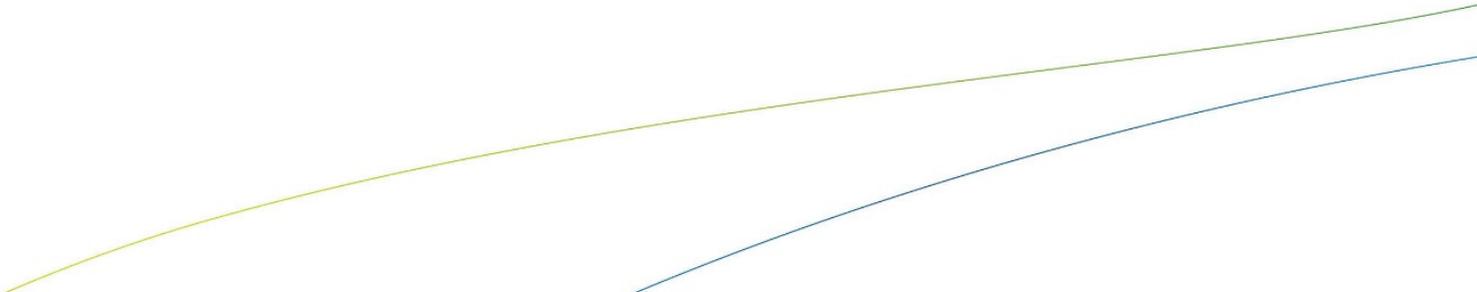
- experience of serving on a governance body of a non-governmental organisation
- capacity to think and work strategically, possession of diplomatic and strategic political skills; ability to communicate and work in English; gender sensitivity
- understanding and experience of operational issues for an international NGO operating with a highly diverse network of offices

Technical skills

- understanding and experience of best practice in financial management, institutional development and reporting for NGOs/charities
- technical understanding and relevant networks relevant to issues of environment and sustainable development
- experience of government and private donors and relevant networks relevant to environment and sustainable development
- experience and understanding of strategic communications with different sectors and stakeholders
- understanding and experience of regulations and practices for charities' governance in the Netherlands

3. Practical requirements

SC Members should be willing and able to:

- take a pro-active interest in the organisations' activities
 - flexibly provide attention and time to the organisation
 - engage in regular verbal and written communications in English with SC members and Management Board and keep up to date with relevant literature and information
 - receive and comment on quarterly reports from the MB
 - meet 3-4 times per year together with Management Board; travelling in person or via alternative electronic means, volunteering own time (other costs reimbursed), including field visits as appropriate
 - represent the organisation and open up access to networks, partners and donors as appropriate
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ANNEX 2: Agreement with other WI offices

Wetlands International Global Network Partnership Agreement

Preamble

Consistent with the philosophy and history of Wetlands International which came together as a global organisation in 1995, Wetlands International decided in 2005 to set up a legal structure that enables it to work effectively as a network with decentralized governance to implement a common, global strategy.

As currently the network comprises of various legal entities and offices that are not automatically linked in a legal sense, it is important to establish a legal framework that will:

- enhance the network's ability to work collectively to implement a shared, global strategy, sharing expertise and resources and combining actions to make a bigger impact;
- enable local Boards to be established so as to provide good governance at the national and regional levels
- restrict the legal liability and governance decisions of the Wetlands International Netherlands Foundation to those offices under its effective control;
- ensure that each office adheres to local law while meeting international standards of accountability and transparency and works according to the same Core Values,
- empower Heads of Office to lead the development of national or regional offices, guided by well-informed local Boards, while working as part of the Wetlands International network and staff team
- enjoy the benefits of each national or regional office having a national registration and identity, while being part of an international network that has a clear and consistent brand

The undersigned:

- I. Stichting Wetlands International, a non-profit foundation, established under the laws of The Netherlands, KvK registration no. 09099028, with its office at Horapark 9, 6717 LZ Ede, The Netherlands, duly represented by the Chief Executive Officer, X

Further called: Party I

and

- II.[registration name], a[entity e.g. foundation] established under the laws of[country], registration no. be Wetlands International's office in [city, country] , duly represented by the Head of Office, X

Further called: Party II

Jointly called: the Parties

Collectively, these parties and other Wetlands International's offices are known as the Wetlands International network.

taking into consideration:

- III. The mission of Wetlands International is to sustain and restore wetlands, their resources and biodiversity. Wetlands International implements its activities on the basis of a global Strategy as defined in the Strategic Intent (Annex V), which is reviewed by the Wetlands International network and adopted by the General Members Meeting of the Association Wetlands International every five years;
- IV. Within this framework Party I endeavours to collect funds from governmental and private sources in order to finance the aforesaid mission and strategy and to ensure that the combined resources of the Wetlands International network are used to the best effect in relation to achieving the goals of the Strategic Intent;
- V. Wetlands International also encourages and supports other organisations with similar or comparative objectives to realize projects and activities in the aforesaid field;
- VI. Party II is a non-profit organisation that is operative or wishes to be so in the aforesaid field, more specifically in the area of[country or region];
- VII. The Parties have discussed the opportunities of co-operating with each other in order to jointly achieve the aforesaid mission, as part of the Wetlands International network, and have come to the following Agreement;

agree as follows:

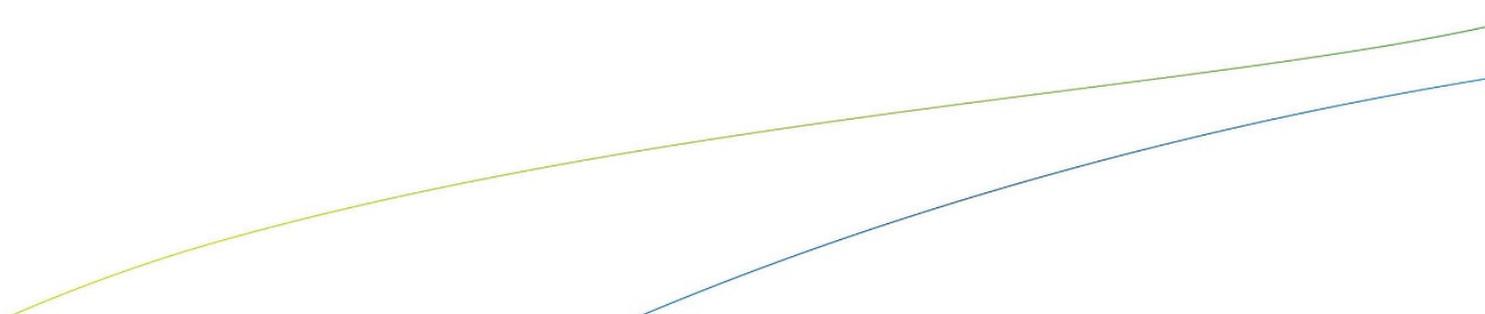
The parties shall jointly develop initiatives and projects in the field of the mission and the aforementioned global strategy. Party I will guide and support Party II in its work. To that effect Wetlands International shall be represented in the Board of the legal entity of Party II, (hereinafter called "Board") by the Chief Executive Officer (CEO). The CEO may appoint a substitute.

Party II will adhere to the Wetlands International Strategic Intent, future changes thereto, and its implementation. In this respect Party II recognizes the authority of the Wetlands International Supervisory Council. In Annex IV the organisational structure of Wetlands International is explained.

Party II will organise its work according to the Strategic Intent in collaboration with other Wetlands International offices in the Wetlands International network.

Party II will act as a contact point and maintain regular liaison with other Wetlands International offices and other partners in the region concerning issues and opportunities of joint interest.

Party II will provide information through an annual report to the CEO, based on performance against the targets of the Strategic Intent, on the achievements, opportunities and obstacles for work undertaken through its office.



Party II will follow and use the Wetlands International global organisational policies, tools and systems and guidance as mentioned in Annex I in order to work professionally and share information. The parties will agree to a work plan to reach these operational standards, taking into account the need for step by step institutional development.

Party II undertakes to comply with national laws, as well as international Treaties to which its domicile country adheres. Moreover Party II undertakes to comply with Wetlands International's requirements as stipulated in Annex I of this Agreement.

Party II agrees to contribute to Wetlands International investments and co-finance joint activities from which Party II benefits, the amount of which is to be jointly agreed by the Parties on each occasion.

The Wetlands International trademark, trade names, and all other intellectual property whatsoever of Wetlands International ("Intellectual Property") are, and shall remain, vested in Wetlands International. Party II shall not cause or permit anything to be done that might damage or endanger or be inconsistent with the Intellectual Property, or of the goodwill associated therewith, nor shall it assist or allow others to do so. Party II may use the name "Wetlands International" and the Wetlands International logo only as required for the purpose of performing the his/her duties. Guidance on correct use of the brand name and logo can be found in the 'Wetlands International Brand management guideline' in Annex I.

Party I authorizes Party II to make use of its registered trade name Wetlands International and logo, consistently and without alteration, in order to facilitate the aforesaid Wetlands International related activities.

Party II undertakes that every member of its Board, and every person to be nominated for its Board, will sign the statement attached as Annex III.

As a last resort, the Wetlands International representative (CEO or his/her substitute) shall have a blocking vote in decisions of the Board that involve the recruitment or dismissal of the Head of Office, the consumption of financial funds provided by Wetlands International and decisions that could have negative implications for the Wetlands International network.

The Head of Office who is in charge of the day to day management of the Wetlands International Office in[country] will carry out the tasks listed in Annex II.

New potential Board members for Party II will be presented (their CV) to the Management Board of Wetlands International; the Management Board will give its advice on the nomination of this person to the Board of Party II.

Each Party shall be entitled to suspend and/or terminate this Agreement in whole or in part, with immediate effect, without the other party being entitled to claim any damages if:

- the other Party defaults in any obligation under this Agreement that cannot be remedied, or defaults in any of its obligations and fails to remedy such failure within thirty (30) days of being sent written notification of such default;

- the other Party fails to abide by any applicable rule of law; or
- the other Party becomes insolvent, is granted a suspension of payments or is declared bankrupt; or
- the other Party or any of the other Party's partners has committed fraud; or
- a change of control occurs in the other Party's organisation, without having taken into account the procedures prescribed in the Articles of Association of that Party.

In the event of expiration or termination of this Agreement, Party II shall immediately discontinue all use of the trademark of Wetlands International.

Party I shall not be liable for any damage incurred by Party II, unless the damage is the consequence of wilful misconduct or gross negligence on the part of Party I. Party I shall never be liable for indirect or consequential damage, or damage that exceeds the maximum amount paid by Party I's public liability insurance.

Party II shall indemnify and hold Party I harmless from any claims, on any basis whatsoever, relating to decisions or actions of its Board or to Party I's representation in its Board.

Unless explicitly agreed otherwise by the Parties, this Agreement does not and is not intended to impose any financial contribution on the Parties other than as described in Article 8.

Party II warrants that it is familiar with any and all applicable anti-bribery laws and the Organization for Economic Co-operation and Development ("OECD") Anti-Bribery convention entitled "The Convention against Bribery for Foreign Public Officials in International Business Transactions", and agrees that all of its activities performed in connection with this Agreement will be carried out in compliance with such applicable laws and the OECD Convention aforementioned.

This Agreement shall exclusively be governed by the laws of The Netherlands. Any dispute with respect to or arising out of this Agreement shall be settled by the authorized court in Arnhem, The Netherlands, and shall be conducted in the English language.

- Annex I: Global policies, strategies and guidelines
- Annex II: Terms of Reference for a Head of Office of Party II.
- Annex III: Statement of Compliance
- Annex IV: Organisational Structure
- Annex V: Strategic Intent

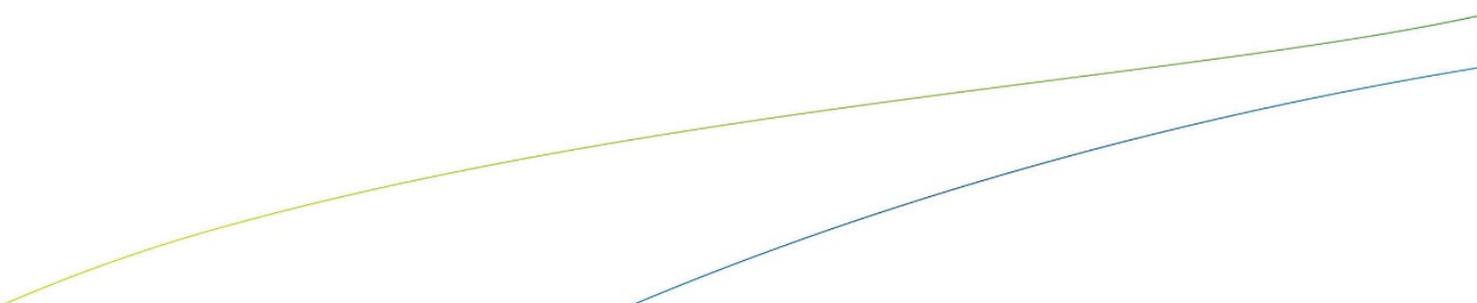
Thus agreed and signed,

Jane Madgwick
 Chief Executive Officer,
 Stichting Wetlands International

.....
 Head of Office,
 [registration name Party II]

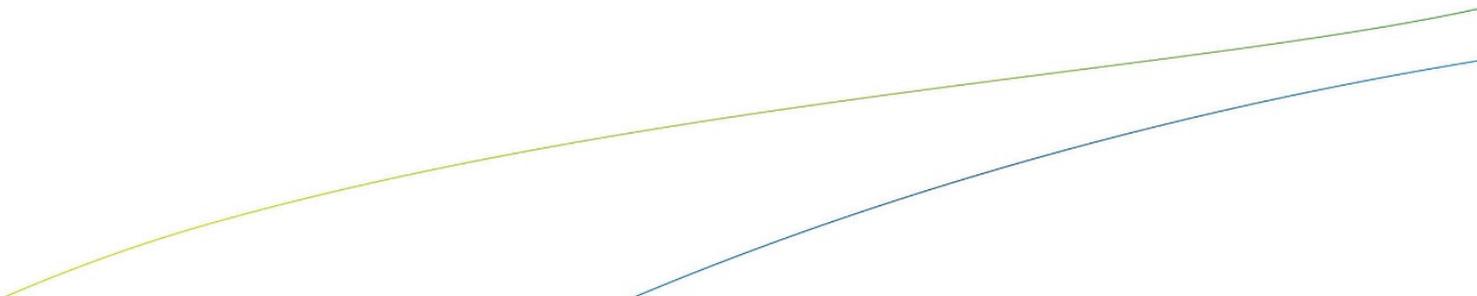
Date:
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Date:
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Annex I Global policies, strategies and guidelines

Q:\1. Policies & (project) procedures\Wetlands International Policies\1. Organisational documents



Annex II: Terms of Reference for a Head of Office of Party II

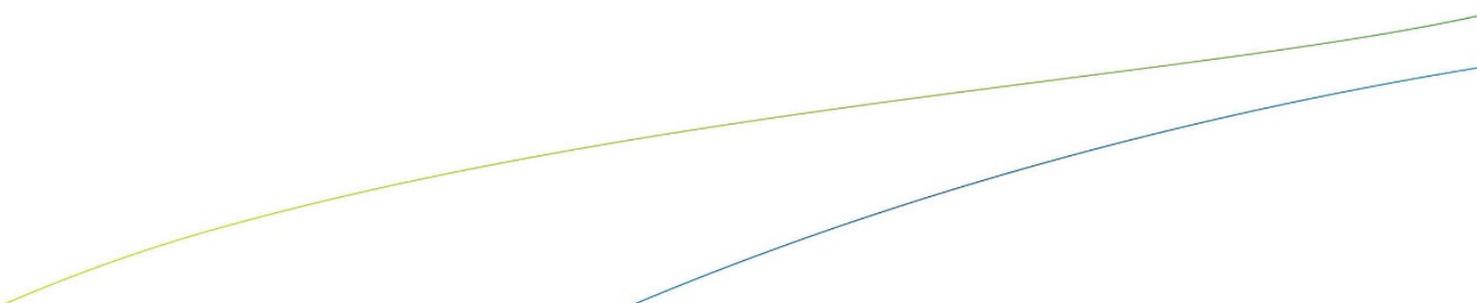
TERMS OF REFERENCE

Position: Head of Office

Reporting to: Board

OVERALL PURPOSE OF JOB: The Head of Office is operationally and locally responsible for achieving the global Strategy outcomes and for maintaining high standards in finance, project management, administration and personnel management in the office under their charge.

MAIN DUTIES:

1. Ensure adherence to the Strategy of Wetlands International and corporate ownership within the office
 2. Develop new initiatives and partnerships that contribute to Wetlands International's Strategy
 3. Manage staff, finances and other resources within the office
 4. Prepare and develop annual work plans and budgets for the office within the strategic framework of Wetlands International
 5. Report on technical and financial performance of the office to the CEO and the Board
 6. Secure resources for implementation of the programme of work and ensure adequate co-ordination of fundraising initiatives with other Wetlands International Offices and Stichting Wetlands International
 7. Maintain agreed global standards on finance management, project development and management, communications and personnel management within the office
 8. Represent and promote Wetlands International with external partners and networks outside Wetlands International
 9. Liaise with member delegates of the Association Wetlands International in the country and region of operation.
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Annex III: Statement of Compliance

STATEMENT OF COMPLIANCE

The undersigned:

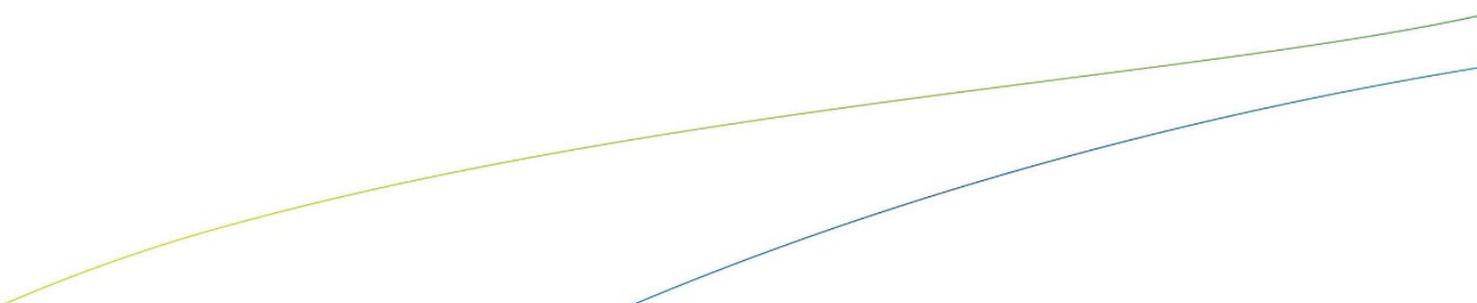
Position/role:

explicitly declares:

1. to have read the Wetlands International Strategic Intent as well as the Wetlands International Global Organisational Policies;
2. to unconditionally comply with the Wetlands International Strategic Intent as well as the Wetlands International Global Organisational Policies;
3. to abstain from fraud, bribery, or any other unlawful acts in performing his duties/activities for Wetlands International Office X;
4. to acknowledge that violation or negligence of clause 3 will constitute a severe breach of contract that justifies immediate dismissal; that he/she will vote in favour of a proposal to immediately remove or dismiss a person who constitutes such a violation or negligence.
5. to acknowledge that violation or negligence of clause 2 will constitute a severe breach of contract, that justifies dismissal if no change of conduct will take place. See clause 4, second part.

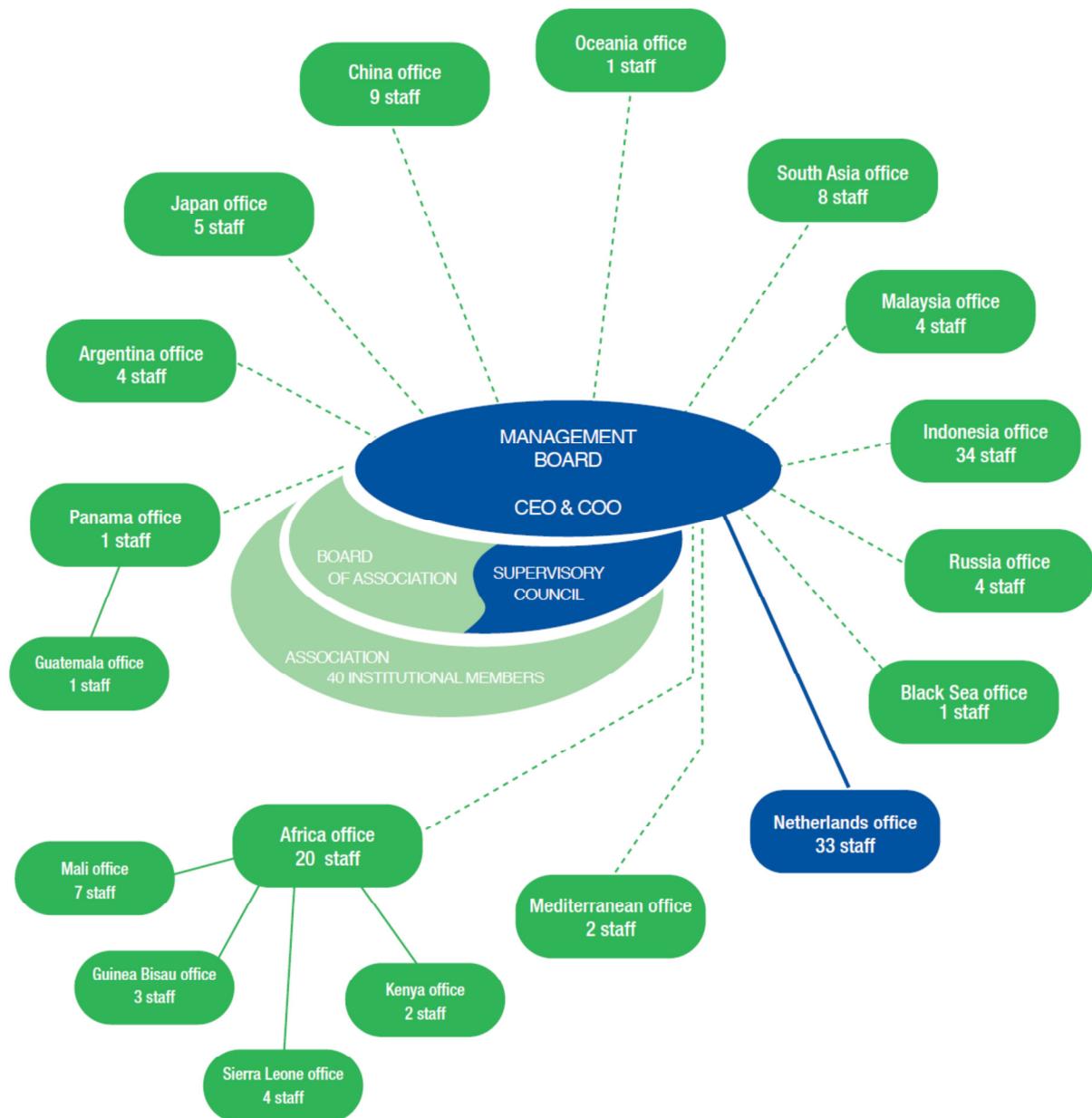
Signed on[date].....,[place].....

.....
[name]



Annex IV: Organisational Structure

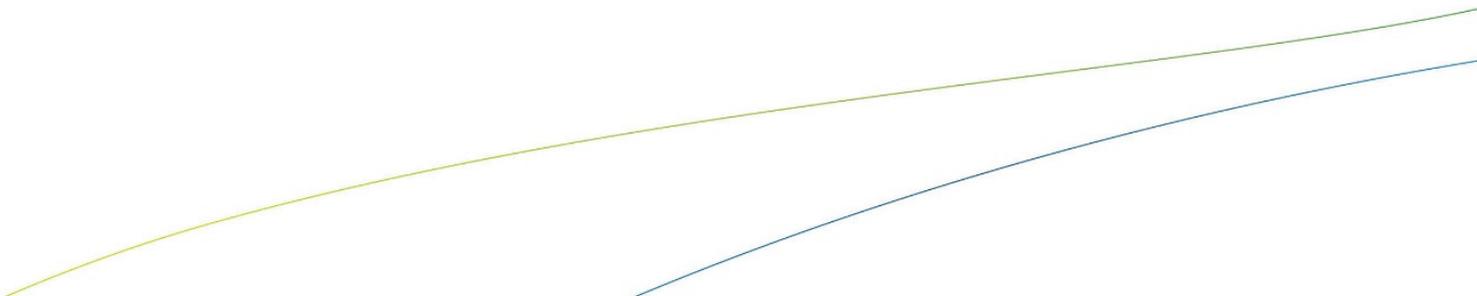
Organisational structure of Wetlands International



Annex V: Strategic Intent

WETLANDS INTERNATIONAL STRATEGIC INTENT

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ANNEX 3: Standard contract with Heads of Office

Wetlands International Head of Office Agreement

The undersigned:

Stichting Wetlands International, a non-profit foundation organized and existing under the laws of the Netherlands, KvK registration no. 9099028, with its address at Horapark 9, 6717 LZ Ede, (hereinafter referred to as "Stichting Wetlands International")

and

Mr./Ms. [...X....], a citizen of[specify country], with his/her address at[specify address]. Head of Office for the Wetlands International office in [specify country] (hereinafter referred to as "Head of Office")

Jointly called "the Parties"

taking into consideration

- Stichting Wetlands International is a globally active, non-profit foundation whose mission it is to sustain and restore wetlands, their resources and biodiversity.
- Stichting Wetlands International also encourages and supports other organizations with similar or comparative objectives to realize projects and activities in the aforesaid field;
- Stichting Wetlands International is mostly active in the developing world, with currently 20 regional, national or project offices in all continents and a head office in Ede, the Netherlands;
- Stichting Wetlands International, in collaboration with its offices, stimulates the local implementation of its global strategy, whilst following and using the Wetlands International global organisational policies, tools, systems and guidance as mentioned in **Annex 3** in order to work professionally and share information;

agree as follows:

1. TERMS OF REFERENCE

- 1.1. Stichting Wetlands International hereby contracts the Head of Office for Wetlands International operations in [city/country/region] ("the Office") and the Head of Office hereby accepts this Agreement.

- 1.2. The Head of Office will carry out the tasks and take on the responsibilities as described in **Annex 1** and Article 1.3 of this Agreement (hereinafter referred to as the "ToR"). Stichting Wetlands International may amend the scope and content of the ToR from time to time, of which amendment(s) Stichting Wetlands International will inform the Head of Office in writing.
- 1.3. Performance. The Head of Office shall perform his/her duties in a professional and adequate manner.
- 1.4. Strategy. The Wetlands International global strategy, as adopted by Wetlands International (the "Strategic Intent"), as attached in Annex 4, serves as a basis for the performance of duties as further set out in Annex 1.
- 1.5. Commission Contract. The parties agree that this Agreement is a commission contract ("overeenkomst van opdracht") within the meaning of Article 7:400 of the Dutch Civil Code. In this respect, the Stichting Wetlands International is entitled on the basis of Article 7:402 of the Dutch Civil Code, if necessary, to give the Head of Office directions in regard to the way in which the Services are performed.
- 1.6. No Authority. Unless explicitly indicated otherwise in writing by Stichting Wetlands International, the Head of Office shall not represent, act for, bind or otherwise create or assume any obligation on behalf of Stichting Wetlands International, and shall not hold itself out as having any authority to do the same.
- 1.7. Information. The Head of Office will immediately inform Stichting Wetlands International on any information that may affect the performance of duties.

2. **REMUNERATION**

Compensation. The Head of Office is entitled to a fixed fee ("Remuneration") as full and final compensation for the performance of duties, the modalities of which are described in **Annex 2**.

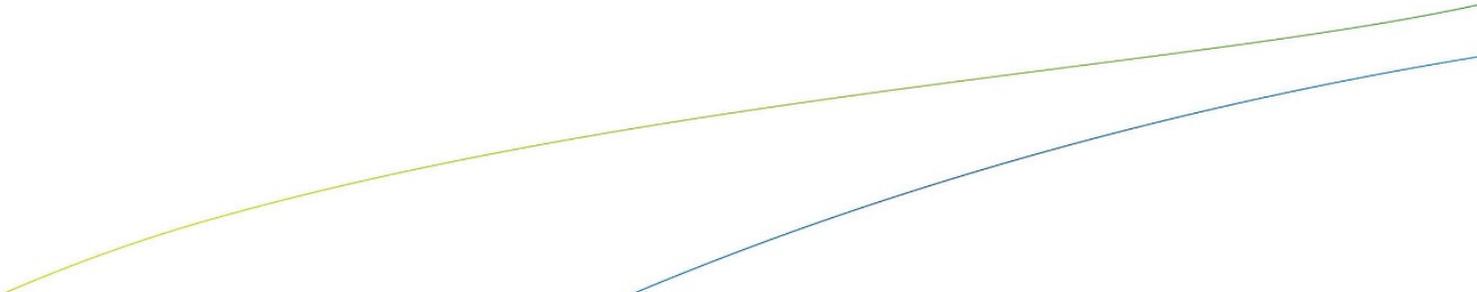
3. **BRAND NAME AND LOGO**

- 3.1 Use of the Wetlands International brand name and logo. The Head of Office may use the name "Wetlands International" and the Wetlands International logo only as required for the purpose of performing the his/her duties. Guidance on correct use of the brand name and logo can be found in the 'Wetlands International Brand management guideline' in **Annex 3**.
- 3.2 Intellectual Property. The Wetlands International trademark, trade names and all other intellectual property whatsoever of Wetlands International ("Intellectual Property") are, and shall remain, vested in Stichting Wetlands International. The Head of Office shall not cause or permit anything to be done that might damage or endanger or be inconsistent with the Intellectual Property, or with the goodwill associated therewith, nor shall it assist or allow others to do so.

4. FINANCES

- 4.1 Annual Plan and Budget. Annually, at least one (1) month before the start of the Office's fiscal year, the Head of Office will submit to Stichting Wetlands International for its written approval an Annual Plan and Annual Budget for the Office, in accordance with paragraphs 2 and 3 of **Annex 1**.
- 4.2 Contribution to Stichting Wetlands International. The Head of Office agrees to contribute to Wetlands International investments and co-finance joint activities from which the Office benefits, the amount of which is to be jointly agreed by the Parties on each occasion.
- 4.3 Contribution to Office Costs. Stichting Wetlands International may decide to contribute to the costs of projects of the Office, in which case such project shall be governed by a separate Project Contract, leading to a "Contracted Project". Any funding provided by Stichting Wetlands International to the Head of Office will be spent strictly in accordance with an approved Budget Plan for that Contracted Project.
- 4.4 Record Retention. The Head of Office will maintain appropriate and up-to-date books and records in relation to his/her activities under this Agreement (including but not limited to the implementation of any Contracted Projects) that will enable Stichting Wetlands International to verify whether the Head of Office acts in compliance with its obligations under this Agreement. Without limiting the generality of the foregoing, the Head of Office shall keep copies of all invoices in relation to a Project for a period of ten (10) years from the date of invoice.
- 4.5 Reporting. Without prejudice to Article 1.7 of this Agreement, the Head of Office will provide Stichting Wetlands International with annual narrative and financial reports including all income and expenditure.

5. COMPLIANCE WITH LAWS

- 5.1 Compliance with Laws. The Head of Office shall during the term of this Agreement obtain and maintain, at the Office's own expense, all necessary licences, approvals, registrations and authorisations and comply with all applicable laws, regulations, regulatory requirements and codes of practice in connection with its obligations under this Agreement, the performance of duties and in all matters relating hereto, and shall not do or permit anything to be done which might cause or otherwise result in a breach by Stichting Wetlands International of the same. Compliance with law includes, but is not limited, to laws regarding taxation and social security.
- 5.2 Anti-Bribery. Without limiting the generality of Article 5.1 of this Agreement, the Head of Office warrants that (s)he is familiar with any and all applicable anti-bribery laws and the Organization for Economic Co-operation and Development ("OECD") Anti-Bribery convention entitled "The Convention against Bribery for Foreign Public Officials in International Business Transactions", and agrees that all of its activities performed in
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connection with this Agreement will be carried out in compliance with such applicable laws and the OECD Convention aforementioned.

6. **AUDIT RIGHTS**

Audited accounts. The Head of Office will provide Stichting Wetlands International accounts approved by an independent certified accountant, the frequency of which will be determined in consultation between the Parties.

6.1. Audit right. In order to verify the Head of Office's compliance with the terms and conditions of this Agreement (including but not limited to Article 4 of this Agreement), Stichting Wetlands International shall at all times be entitled to conduct, or have third parties conduct, an audit to verify the Head of Office's compliance with the terms and conditions of this Agreement. The Head of Office shall allow the auditors access to any areas, computers, documents and persons and provide the auditors with any information that they reasonably may require. If, in the opinion of Stichting Wetlands International and/or the auditors, the Head of Office has not properly complied with the terms and conditions of this Agreement, Stichting Wetlands International may take such measures as it reasonably deems necessary, including but not limited to a termination of this Agreement in accordance with Article 8.2 of this Agreement.

7. **CONFIDENTIALITY**

7.1 Confidentiality. During and after the term of this Agreement, any extension thereof and thereafter, both parties shall keep and cause to be kept confidential and shall not disclose, communicate, divulge or furnish, in any manner to any third party, outside of its employ, any information of a confidential nature acquired from the other party in connection with or in the course of performance of this Agreement ("Confidential Information"), without the prior written consent of the other party.

7.2 Exception. Confidential Information will cease to be considered confidential if it (a) is published or comes into the public domain through acts not attributable to the other party; (b) was known to the other party without obligation of confidentiality at the time of disclosure or (c) is independently developed by, or for, the other party by a person/persons who have had no access to, or knowledge of, the Confidential Information.

8. **TERM AND TERMINATION OF THE AGREEMENT**

8.1 Duration. This Agreement enters into effect on [date] (the "Effective Date") and has been concluded for an indefinite period of time. Each party may terminate this Agreement at any moment for convenience with due observance of three (3) months' written notice.

8.2 Termination for Cause. In addition to any right by operation of law or under this Agreement, Stichting Wetlands International will be entitled to suspend any (further) performance of (part of) this Agreement, or dissolve (part of) this Agreement immediately without any prior notice of default being required if: (i) the Head of Office is granted a suspension of

payments or is declared bankrupt or (ii) the Head of Office violates one or more of its obligations under this Agreement, (iii) the Head of Office is unable or should reasonably be expected to be unable to perform its obligations under this Agreement for a consecutive period of two (2) months or longer due to a circumstance of Force Majeure, (iv) if the Head of Office defaults in its obligation under Article 4.1 of this Agreement, or if Stichting Wetlands International has reasonable grounds to suspect the same, and/or (v) in the event of, to be established at the discretion of Stichting Wetlands International, the occurrence of fraud ("Fraud") by any party other than Stichting Wetlands International with respect to this Agreement, any Project or otherwise. Fraud will include but not be limited to (a) providing false or incorrect information and/or data in the Budget Plan, and (b) any false representation of a matter of fact – whether by words or by conduct, by false or misleading allegations, by concealment of what should have been disclosed or otherwise – that deceives and/or is intended to deceive.

8.3 No Waiver. Termination rights pursuant to Clause 8.2 will only be deemed waived by Stichting Wetlands International if such waiver is laid down in a written and signed statement by a duly authorized representative of Stichting Wetlands International.

8.4 Consequences of Termination. Upon termination of this Agreement:

8.4.1 each party that received any Confidential Information from the other party will return all documents and information carriers containing such Confidential Information to the other party and erase or destroy all its own information carriers containing such Confidential Information. The receiving party may only retain copies of such information carriers solely to the extent (i) as required by law or (ii) necessary to benefit from the provision of duties paid for or (iii) necessary to substantiate the basis for the duties provided or received. The confidentiality obligations contained in Article 7 of this Agreement will remain applicable in regard to any such retained Information;

8.4.2 Stichting Wetlands International shall be entitled – but not obliged – without any liability towards the Head of Office, to continue any existing Project or to start a new Project, either with or without the persons and/or legal entities engaged by the Head of Office. The Head of Office shall cooperate with Stichting Wetlands International to ensure a smooth handover of the tasks and responsibilities without any interruption;

8.4.3 without any liability towards the Head of Office, Stichting Wetlands International may immediately cease (i) payment of any funds to be paid to the Head of Office pursuant to Article 4.2 or otherwise, and/or (ii) any cooperation or support with respect to any Contracted Project;

8.4.4 in the event of termination pursuant to Article 8.2 (iv) and/or (v) the Head of Office shall repay to Stichting Wetlands International any funds paid by Stichting Wetlands International to the Head of Office with respect to any Contracted Project, as well as any Remuneration paid to him under Article 2, without prejudice to any

other rights and/or remedies that Stichting Wetlands International may have by virtue of law or this Agreement;

8.4.5 Stichting Wetlands International shall not be liable for, and the Head of Office hereby waives, all right to compensation and all claims of any kind whether on account of the loss by Head of Office of compensation, expenditures, investments, commitments made in connection with this Agreement, goodwill created, and/or on account of any other cause whatsoever.

9. **LIABILITY AND INDEMNIFICATION**

9.1 Liability of Stichting Wetlands International. The Head of Office provides the Services at its own risk and for its own account. Stichting Wetlands International shall not be liable to the Head of Office for any damage incurred by or to the Head of Office in the course of or in relation to the performance of the duties

9.2 Indemnification. The Head of Office will fully indemnify Stichting Wetlands International and keep Stichting Wetlands International fully indemnified against any and all third-party claims of any nature relating to or directly or indirectly resulting, in whole or in part, from this Agreement, the performance of duties or any other acts or omissions of the Head of Office.

9.3 Safety and security. The Head of Office is fully responsible for taking all necessary measures to ensure the safety and security of him/herself as well as of any persons s/he may contract in executing the performance of duties.

9.4 Insurances. The Head of Office is responsible for concluding and payment of any insurance(s) s/he needs in relation to this Agreement. Stichting Wetlands International will not conclude insurances covering the Head of Office.

10. **MISCELLANEOUS**

10.1 Amendments. Unless indicated otherwise in this Agreement, all changes and additions to this Agreement shall only be effective after they have been agreed upon in writing by duly authorized representatives of both parties.

10.2 Severability. In the event that any article contained in this Agreement becomes invalid, the parties agree that the Agreement shall remain in force and that the parties replace, by mutual consent, the invalid article with an article which best reflects the Parties' intentions with regard to the invalid clause.

10.3 Independent Contractor Status. The relationship of Stichting Wetlands International and the Head of Office is that of independent contractors.

10.4 Entire Agreement. This Agreement forms the entire agreement between the parties in regard to the performance of duties.

11. **APPLICABLE LAW AND FORUM**

11.1 Applicable Law: This Agreement shall exclusively be governed by and construed in accordance with the laws of the Netherlands.

11.2 Dispute Settlement: Any dispute between the parties arising from this Agreement and/or any ensuing agreement shall be settled by the authorized court in Arnhem, the Netherlands, and shall be conducted in the English language.

Annex I: Terms of Reference

Annex II: Remuneration

Annex III: Global policies, strategies and guidelines

Annex IV: Strategic Intent

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives in twofold on the Effective Date [date].

Stichting Wetlands International

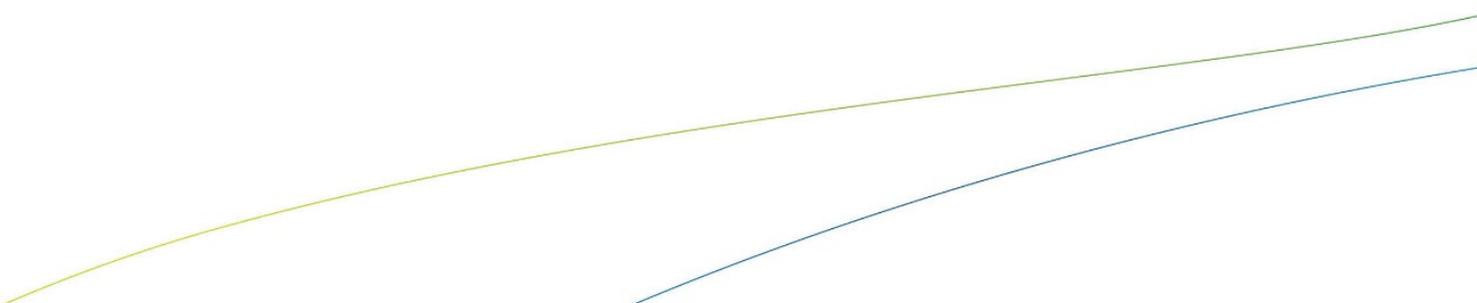
Name:

Title:

Head of Office

Name:

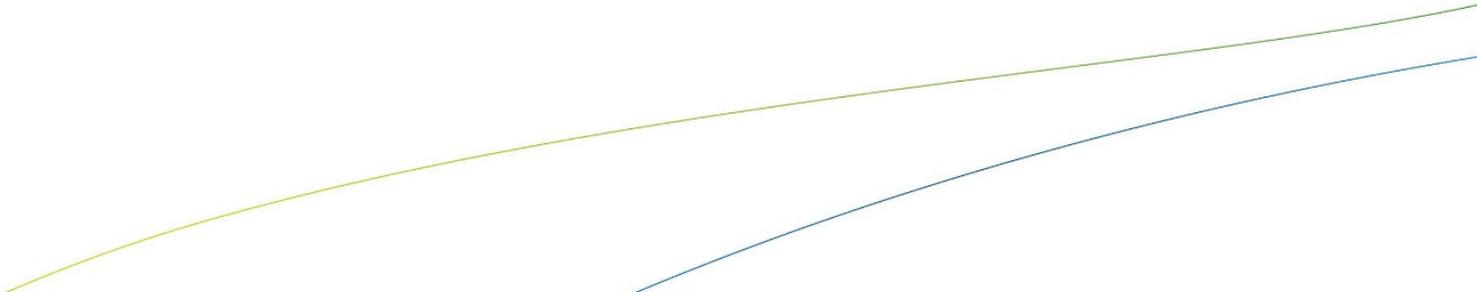
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ANNEX 1:

TERMS OF REFERENCE

The Head of Office will:

1. Implement the Strategy in [Country/Region] and ensure adherence thereto by all parties involved in the local operations.
 2. Prepare, develop and submit to Stichting Wetlands International for written approval, annual work plans ("Annual Plan") and an annual budget ("Annual Budget") in accordance with the Strategic Intent at least one (1) month before the start of the year.
 3. The Annual Budget will include a detailed estimate of all costs and revenues foreseen (profit and loss account), as well as a balance sheet for the beginning (1/1) and the end of the year (31/12).
 4. Develop new initiatives and partnerships that contribute to Wetlands International's Strategy. Establishment of a partnership must comply with Stichting Wetlands International's Partnership Policy.
 5. Secure the funding of the local implementation of the Strategy and ensure adequate coordination of fundraising initiatives with other local/regional offices and the Stichting Wetlands International.
 6. Manage staff, finances and other resources within the local operations in [Country/Region].
 7. Provide to Stichting Wetlands International annual reports regarding the technical and financial performance of the local operations against the Annual Plan and Budget, including main achievements, opportunities and obstacles.
 8. Follow and use the Wetlands International Global Organisational Policies, Tools, Systems and Guidance as mentioned in **Annex 3** in order to work professionally and share information. And agree to a work plan to reach these operational standards, taking into account the need for step by step institutional development.
 9. Promote Wetlands International with external partners and networks.
 10. Maintain regular liaison with Wetlands International Association Member(s) in [Country/Region] if any and promote further Membership, if applicable.
 11. Ensure participation in relevant inter-office teams.
 12. Ensure that s/he and the Office will comply to national laws as well as international Treaties to which its domicile country adheres, with regard to collecting funds from third parties, their expense, as well as in the field of performing projects and activities and the acquisition, use or disposal of human resources, materials and other facilities.
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ANNEX 2:

REMUNERATION

- A2.1 The Head of Office is entitled to a lump sum compensation ("Remuneration") of EURO [...] [to be specified] as full and final compensation for the performance of the duties during 236 working days per year. This lump sum payment is paid in 12 fixed monthly instalments of Euro/other Currency [to be specified].
- A2.2 The Remuneration is a gross compensation for the performance of the duties. In case any (wage) tax and/or social security payments are due the Head of Office is fully responsible and liable for these taxes and/or payments.
- A2.3 In case Stichting Wetlands International were to be confronted with any (wage) tax and/or social security assessments concerning the Head of Office, Stichting Wetlands International can claim these amounts from the Head of Office and the Head of Office will pay these amounts to Stichting Wetlands International.

[Choose either Option 1 or Option 2, depending on the situation:]

Option 1

- A2.4 The Head of Office is authorized to pay the Remuneration from the Office's budget.

Option 2

- A2.4 Invoice. The Head of Office will invoice one twelfth of the total fixed compensation to Stichting Wetlands International on a monthly basis in arrears. Stichting Wetlands International will pay the invoice within fifteen (15) days upon receipt of the invoice.

ANNEX 3:

Global policies, strategies and guidelines

Q:\1. Policies & (project) procedures\Wetlands International Policies\1. Organisational documents

Annex 4

STRATEGIC INTENT

<http://www.wetlands.org/LinkClick.aspx?fileticket=ACD65GUPK4E%3d&tabid=56>

