

OUR CHARTER

We, members of the International HIV/AIDS Alliance ('the Alliance') and signatories to this Charter, are a global partnership of independent civil society organisations, including an international Secretariat, dedicated to ending the AIDS epidemic through community action.

Who we are

The Alliance was founded in 1993 to scale up support to community groups in lower- and middle-income countries that were most affected by and keen to respond to the HIV and AIDS epidemics. We offered a vision and a way of working that would put communities at the centre of the response by enabling them to understand and respond to HIV and AIDS and to become part of the solution.

We are committed to joint action and to developing mechanisms to help us work together to achieve our shared Vision, Mission and Values. We benefit from working together, allowing strong cross-country learning and economies of scale to deliver a more effective response to HIV and AIDS .

How we work

Alliance Members are proud and privileged to work across a wide range of countries and contexts where we provide support to thousands of non-governmental, community-based and faith-based organisations. Our main objective is to assist such organisations, and other groups such as key population networks, to respond effectively to HIV and AIDS and to other health-related issues such as tuberculosis and sexual and reproductive health and rights. We aim to reach the communities most at risk of HIV with prevention, care and support services, and improved access to treatment.

We strive to implement high-quality, community-driven programmes at scale, using a human rights approach. Our work focuses especially on key populations, including: gay men and other men who have sex with men; sex workers; transgender people; people who inject drugs; and people living with HIV and AIDS.

We seek to advance our Mission by providing technical support and funding to community-based and faith-based organisations who provide services, encouraging knowledge sharing, supporting fundraising and influencing the HIV policy environment through global and national advocacy.

Alliance Members work in partnership with external organisations where this is the best way to advance our Mission. Our approach to such partnerships is to deliver the Alliance's strategy through a transformative response to HIV, health and human rights at all levels. We define a transformative response as one that is person centred, rights based, community led, innovative, cost efficient, targeted and measurable.

Vision, Mission and Values

We are an alliance of diverse Members and views, yet our actions are guided by our joint Vision, Mission and Values:

Vision

Our Vision is **a world without AIDS.**

Mission

Our Mission is **to work with communities through local, national and global action on HIV, health and human rights.**

Values

The lives of all human beings are of equal value, and everyone has the right to access the HIV information and services they need for a healthy life.

LINKING AGREEMENT

We, members of the International HIV/AIDS Alliance ('the Alliance') and signatories to this Linking Agreement, recognise the benefits of working together to deliver the Vision, Mission and Values stated in the Charter above.

This Linking Agreement outlines how we work together to do this.

1. Working together to deliver a common strategy

1.1 Our model

- 1.1.1 As Alliance Members, we recognise each other as independent civil society organisations (CSOs), each with its own governing or non-executive body. We remain sensitive to the needs of our respective local constituencies and contexts but are committed to joint action to achieve our shared Vision, Mission and Values.
- 1.1.2 We recognise that the international Secretariat has a role in binding, connecting and facilitating inter-country learning for all Alliance Members, with a focus on: working together to deliver a common strategy; building capacity around quality programming and organisational effectiveness; and enhancing governance, accountability and transparency.

1.2 Our standards and credibility

- 1.2.1 As Alliance Members, we recognise the Alliance accreditation system as the means by which we are assessed, by each other, on a periodic basis. Each Member will undertake an accreditation assessment approximately every four years. Members are assessed against defined standards covering the areas of governance and sustainability, organisational management, and HIV programming to ensure that the global partnership comprises well-performing, sustainable and credible civil society organisations.
- 1.2.2 We recognise the role of the Accreditation Committee (a committee of the international Secretariat's governing body), which includes representatives from Alliance Members, in having oversight of the accreditation process. We recognise the Committee's authority to suspend or terminate an organisation's membership of the Alliance where this is related to a failure to meet accreditation standards following a periodic assessment.
- 1.2.3 An organisation wishing to join the Alliance must first undergo accreditation and meet the standards required by the accreditation system. If successful, the organisation is eligible to become a Member of the Alliance and signs the Charter and Linking Agreement.

- 1.2.4 Once a Member, an organisation may refer to itself as an Alliance 'Linking Organisation' and is able to use the Alliance Partnership Icon (see 1.3.3 below) in accordance with the Licence set out at Annex 2 of this Charter and Linking Agreement.
- 1.2.5 Our credibility is derived from the quality of our work and from our institutional strengths. If an Alliance Member fails to meet the accreditation standards during a periodic assessment then, following a suitable notice period, they may be suspended from membership of the Alliance until the shortcomings have been addressed. During a period of suspension, an organisation may not refer to itself as a Linking Organisation or use the Partnership Icon.
- 1.2.6 If, following a period of suspension for the reason set out in 1.2.5 above, an Alliance Member has still not met the required standards and the Accreditation Committee believes it is unlikely to do so, the Committee may terminate that organisation's membership of the Alliance.
- 1.2.7 We recognise the authority of the Alliance Membership Committee (a committee of the international Secretariat's governing body), which includes representatives from Alliance Members, to suspend or terminate an organisation's membership of the Alliance in circumstances outside of those set out above. The reasons for which suspension or termination may be considered by the Membership Committee are set out in Section 4 of this Agreement (Term and termination).

1.3 Our identity

- 1.3.1 We recognise the importance of our identity in promoting our work and our status as Alliance Members to our key stakeholders.
- 1.3.2 When Alliance Members undertake joint work, we may wish to use each other's names and logos in connection with that work. Each Member (excluding the Secretariat) hereby grants to all other Members and the Secretariat a non-exclusive, royalty-free licence to use the relevant Member's name and logos for the purpose of carrying out the objectives of the Alliance.
- 1.3.3 We have together collaborated to develop a 'Partnership Icon', which defines the Alliance as a global partnership and represents its shared aims and values and its unique and diverse nature. We acknowledge that the Secretariat has a unique role as custodian and steward of the Partnership Icon and, accordingly, the Secretariat has taken ownership of Intellectual Property Rights in the Partnership Icon. Annex 2 sets out the terms on which Alliance Members may use the Partnership Icon and the provisions of Annex 2 are agreed to by all the Members as if set out within the body of this Linking Agreement.

1.4 Our influence

- 1.4.1 We will work together on policy and advocacy initiatives in furtherance of the objectives in the agreed Alliance strategic framework. We commit to joint action on emerging policy issues which affect our programming and programming environment. We will highlight these issues for wider debate and advocate for appropriate change.
- 1.4.2 We will support each other to develop strong and influential global, regional and country-based civil society initiatives which allow us to promote an enabling environment to deliver human rights-focused HIV and health programming.

1.5 Our sustainability

- 1.5.1 We will work together on resource mobilisation efforts in furtherance of the objectives in the agreed Alliance strategic framework.
- 1.5.2 We recognise the importance of our respective resource mobilisation efforts both at the national and international level. The international Secretariat will cooperate with other Alliance Members, as appropriate, to support the development and implementation of specific resource mobilisation strategies and plans.
- 1.5.3 We commit to building relationships with donors (including initiating regular contact with in-country representatives or missions and intelligence gathering) and to helping each other raise the profile of the work of the Alliance global partnership with donors and other relevant stakeholders.

2. Building capacity around quality programming and organisational effectiveness

2.1 Our effectiveness

- 2.1.1 We are committed to ensuring that our programmes achieve impact at community and national level, are based on Alliance good practice programming standards, are scalable and are based on a human rights-based approach to HIV and health programming.
- 2.1.2 We believe that community action is key to effective HIV and health responses and we are committed to supporting the development of civil society organisations through the provision of high quality technical support.

2.2 Our learning

- 2.2.1 We seek to learn from our own and other Alliance Members' experiences. We support our staff to actively seek out and use data, evaluation, evidence and learning in their work and to

share with other Members any relevant internal and external evaluation reports, including case studies and research, which may help to enhance learning across the global partnership.

2.2.2 We take pride in learning from mistakes and are open in sharing them with others. We ensure that learning does not just sit within a project, team or country but is shared across projects, teams, communities, stakeholders, countries and regions.

2.2.3 We will actively contribute to the initiatives which facilitate learning within the Alliance, including:

- face-to-face knowledge-sharing such as horizontal learning exchanges and mechanisms for facilitated dialogue on important strategic and policy issues (such as the annual Alliance Directors' Meeting, regional directors' conference calls, and technical workshops).
- virtual knowledge-sharing such as access to a range of printed and on-line resources via our websites and our intranet, and regular updates such as Alliance newsletters and other ad-hoc communications.

3. Enhancing governance, accountability and transparency

3.1 We are responsible for achieving our Mission effectively and transparently, in a manner consistent with our Values.

3.2 We are responsible for maintaining the reputation of the Alliance and preserving its good name.

3.3 We are committed to openness and transparency about our structures, mission, policies and activities.

3.4 We are accountable to our stakeholders, including other Alliance Members, our staff, our partners (governmental and non-governmental), our donors, regulatory bodies and the communities we serve.

3.5 We commit to providing the international Secretariat with a copy of our organisation's annual report, full annual audited accounts, and programme data, irrespective of funding source, according to the Alliance's annual reporting cycle, or more frequently if agreed with individual Members.

3.6 We are committed to undergoing review by the Secretariat's internal audit function for a fair and open evaluation of our organisation, and also to a full and timely management response to any audit findings.

3.7 The Secretariat of the global partnership is governed by an international Board of Trustees which has a governance role in relation to the global partnership; this role includes approval of the Alliance strategy. The strategy is presented to the Board by the Secretariat for approval

having been generated through a process of consultation with Alliance Members and other stakeholders.

- 3.8 We recognise the role of the Accreditation Committee (section 1.2.2) and the Membership Committee (section 1.2.7), committees of the Secretariat's Board of Trustees, both of which include representation from Alliance Members.

4. Term and termination

- 4.1 This **Charter and Linking Agreement** will take effect on 1 January 2018 and expire on 31 December 2020.
- 4.2 We acknowledge that, in certain circumstances, continued membership of the Alliance by an Alliance Member might seriously damage the reputation and integrity of the Alliance. In such circumstances, which are set out in 4.3 below, we recognise the authority of the Alliance Membership Committee to suspend or terminate an organisation's membership of the Alliance. In exceptional circumstances, membership may be terminated without any period of suspension.
- 4.3 Suspension or termination of an organisation's membership of the Alliance may be considered for the following reasons:
- i) A Member has failed to comply with any Alliance policy, standard or principle to an extent which, in the Membership Committee's reasonable opinion, undermines that Member's credibility as an Alliance Member;
 - ii) A Member is found by a competent court, regulatory body or similar to have committed a criminal offence;
 - iii) A Member becomes insolvent or is wound up or, in the Membership Committee's reasonable opinion, has no realistic prospect of continuing as a going concern beyond the following twelve months, based on findings from an external or internal audit;
 - iv) There is evidence which, in the Alliance Membership Committee's reasonable opinion, indicates that there has been fraudulent or illegal activity by a Member or with which a Member is associated;
 - v) A Member has done or failed to do something which, in the Membership Committee's reasonable opinion, might significantly harm the reputation of the Alliance or any Alliance Member;
 - vi) A Member has no funding prospects and therefore is, in the Membership Committee's reasonable opinion, unable to continue work or have impact on the HIV epidemic; and
 - vii) A Member has funding but the Membership Committee concludes, on the basis of evidence submitted to it, that the Member has not contributed to the achievement of the Alliance strategy in the last year (for example, it is no longer working on the HIV response).

5. Signatories

By signing this Charter and Linking Agreement we affirm, as individual organisations, our membership of the Alliance. We commit to respecting the Vision, Mission and Values set out in the Charter and agree to abide by the provisions of the Linking Agreement.

Signed for
[name of organisation]

Signature

By
[name of signatory]

Position

Date

Annex 1 - Definitions

Unless the context otherwise requires, the following words in the Charter and Linking Agreement shall have the following meanings:

Alliance	collectively, the organisations that have signed this Charter and Linking Agreement
(Alliance) Member	an organisation that has signed this Charter and Linking Agreement
Brand Standards	the document Brand standards: Visual identity (October 2013). The document sets out guidelines for use of the Alliance Brand and Partnership Icon and is available from the Secretariat
Charter and Linking Agreement	the Alliance Charter and the Linking Agreement and all annexes and schedules
Key populations	communities most at risk of HIV including gay men and other men who have sex with men, sex workers, transgender people, people who inject drugs, and people living with HIV and AIDS ¹
Licence	the intellectual property licence set out at Annex 2 of this Charter and Linking Agreement
Linking Organisations	independent, locally-governed and managed civil society organisations who are Members of the Alliance
Partnership Icon	the partnership logo (illustrated below) developed by collaboration between Alliance Members which defines the Alliance as a global partnership and represents its core aims and values, as well as its unique and diverse nature
Secretariat	the company registered in England under number 2883774, with charity registration number 1038860, called 'International HIV/AIDS Alliance'



¹ The Alliance uses the UNAIDS Terminology Guidelines (revised 2015) definition of key populations.

Annex 2 – Partnership Icon Licence

1. By signing this Charter and Linking Agreement, and in consideration of the Alliance Member joining the Alliance, the Secretariat grants to the Alliance Member a worldwide, royalty free, non-sub-licensable, revocable, non-transferable, non-exclusive licence (the “Licence”) to use the Partnership Icon (as depicted in Annex 1) and the name "International HIV/AIDS Alliance" (the “Licensed Rights”) on any material related to HIV/AIDS and other related health issues for the purpose of carrying out the objectives of the Alliance (as set out in the Charter and Linking Agreement) for the Term (as defined below).
2. The Licence shall take effect on 1 January 2009 or, if later, the date the Alliance Member joined the Alliance, and shall continue until terminated under Clause 7 below or suspended in accordance with Clause 9 below, or until the Alliance Member’s membership of the Alliance is terminated as provided for elsewhere in this Linking Agreement.
3. The Alliance Member shall immediately notify the Secretariat in writing giving full particulars if any of the following matters come to its attention: (a) any actual, suspected or threatened infringement of any of the Licensed Rights; (b) any claim made or threatened that the Licensed Rights infringe the rights of any third party; or (c) any other form of attack, charge or claim to which any of the Licensed Rights may be subject.
4. The Alliance Member acknowledges that the Secretariat is the owner of the Licensed Rights. Any goodwill derived from the use by the Alliance Member of the Licensed Rights shall accrue to the Secretariat. The Secretariat may, at any time, call for a document confirming the assignment of that goodwill and the Alliance Member shall immediately execute it.
5. The Alliance Member shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Licensed Rights.
6. The Secretariat makes no representation or warranty as to the validity or enforceability of the Licensed Rights nor as to whether they infringe any intellectual property rights of third parties.
7. The Secretariat may terminate the Licence immediately at any time, by giving written notice to the Alliance Member. The Licence shall automatically terminate, without the need for written notice, if this Charter and Linking Agreement between the Alliance Member and the Secretariat terminates or expires for any reason.
8. Upon termination or other expiry of the Licence in respect of the Alliance Member (see clause 2 above), the member shall cease all and any use of the Licensed Rights and all rights and licences granted pursuant to this Licence shall cease immediately.
9. If the Alliance Member is subject to a period of suspension from the Alliance for any reason then this Licence shall be suspended and the Alliance Member shall not use the Licensed Rights or refer to itself as a "Linking Organisation" during such period of suspension.

10. Termination of the Licence in respect of the Alliance Member shall not affect the licence of the Licensed Rights to any other Alliance Member which is a party to this Charter and Linking Agreement. From the date of notice of termination or expiry in relation to an Alliance Member, the terms of this Licence shall be read as though that Alliance Member is no longer a party to the Charter and Linking Agreement.
11. This Licence is subject to the restrictions contained in the Brand Standards and any further reasonable restrictions which the Secretariat may notify to the Alliance Member from time to time.
12. The Alliance Member shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Licensed Rights or the reputation or goodwill associated with the Licensed Rights or the Secretariat, or that may invalidate or jeopardise any registration of the Licensed Rights.
13. This Licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
14. The Secretariat and Alliance Member irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Licence or its subject matter or formation.