

**Draft Charter**  
**of**  
**The proposed Association of Asia Pacific GDLN Centers**

*1 Introduction*

- 1.1 This document is a draft Charter for the proposed Association of Asia Pacific GDLN Centers.
- 1.2 Its provisions are based on the Moresby Consensus document, amended to reflect subsequent consultations.
- 1.3 They are subject to revision and adoption by participants at the inaugural meeting of the Association.

*2 Aims and general principles*

- 2.1 The primary aim of the new Association is to nurture a thriving, self-sustaining network, that is recognized for its impact on regional development, through: business development, raising of finance, services to DLCs that enhance the overall efficiency and services of the network, governance, and continued innovation.
- 2.2 *Values:* The Association will uphold the values, principles and overall aims of the GDLN and work in close co-operation with key stakeholders at all times.
- 2.3 *Governance and Management:* The association will develop and implement a set of common business processes designed to promote productivity in collaborative activities while retaining the independence required at DLC level. It will implement an annual work program as approved by the membership.
- 2.4 *Partnerships:* The association will strengthen existing relationships and build new ones as an important component of sustainability and effectiveness. Special emphasis will be placed on developing the relationship with the World Bank at every level.
- 2.5 *Business Development:* The association will develop high-value regional programs based on business models that take advantage of available capacity and provide equitable distribution of business to member DLCs. The annual program will be based on a Business Plan designed to achieve the levels of revenue or donor support required to sustain the network as a whole, taking account of the varied opportunities and environments of DLCs in different countries.
- 2.6 *Services:* The association will strive to raise all member DLCs to a common high standard in technological and program quality by providing the maximum possible assistance through technical support, training and other services and thereby, provide uniformly high levels of service to clients across the region.
- 2.7 *Innovation:* Continued innovation in products and services through new methods and technologies is seen as critical to the success of the network. The Association will initiate and nurture such innovation through its work program.

2.8 *Funding*: The Association will strive to sustain itself

- Through earnings from regional programs
- Donor contributions in kind and cash

### 3 *Services*

3.1 The Association would be expected to provide services similar to those of a well-run franchise business. At a minimum, member DLCs may expect the following:

- Promotion of the brand.
- Strategic Planning through a consultative process
- Marketing – especially: regional client initiatives; providing a consistent interface to clients, prospects and partners; developing marketing strategies for specific programs and assisting members to execute them
- Training for DLCs and selected partners:
  - Aimed at implementing standards and methods designed to achieve high quality
  - As the means of quickly and consistently implementing innovation and change throughout the region
  - To assist in the startup of new DLCs
- Design of products and services

3.2 These services and others will be developed according to priorities decided by the members within the resource constraints of the Association.

### 4 *Organizational Structure*

4.1 The association shall be known as “GDLN Asia Pacific” and shall be governed by this Charter supplemented by subsequent decisions of the membership that may clarify or amend its provisions from time to time.

4.2 The Association shall consist of:

- Members;
- A Board of Directors comprised of three representatives of member DLCs, and two invited directors representing key donors or stakeholders, elected by the members;
- Staff, headed by a Chief Executive who shall be the sixth member of the Board and shall report to the Board.

4.3 One Board position shall be reserved for a senior representative of the EAP Region of the World Bank<sup>1</sup>.

4.4 The organizational structure shall initially be as illustrated in the attached document<sup>2</sup>. Some positions will be filled by full-time staff while others may be outsourced to contractors, including members and their host institutions.

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<sup>1</sup> This provision has been added to the Moresby Consensus.

<sup>2</sup> The titles of some positions have been amended since the Moresby Consensus.

- 4.5 The Association will not initially be a legally incorporated entity but depending on operational needs, it may later be incorporated, most probably as a non-profit organization with limited liability.
- 4.6 As there will not initially be a separate legal entity, the Association shall appoint an institution to manage its finances, in trust, for a defined period. This will be a member, a trusted partner or other suitable institution, to be decided by the membership at a General Meeting. Changes to these appointments shall also be confirmed at a General Meeting.
- 4.7 The Association's Headquarters shall be in premises selected by the membership on the recommendation of the Board, on the basis of easy access around the region, cost and other operational considerations. The premises of members and partners shall be preferred.
- 4.8 Staff shall initially be recruited through appropriate contractual arrangements between their working location and, as appropriate, the World Bank, other donors that may choose to fund staff positions and /or the institution assigned the finance function. This will be revised when the Association is incorporated as legal entity in the future.
- 4.9 The CEO and the Board shall be empowered to enter into agreements and contracts on behalf of the Association, according to the approved budgets and work program and within the limits authorized by members from time to time<sup>3</sup>. Such agreements shall be considered binding upon the Association and, therefore, jointly upon all members.

## 5 *Membership*

- 5.1 The founding members of the Association shall be those GDLN Centers that nominate themselves as belonging to "Asia Pacific", during the period agreed upon for formation of the Association.
- 5.2 Membership shall be voluntary and shall imply agreement to uphold the Charter.
- 5.3 There shall be no membership fee or joining fee.
- 5.4 New members shall be recommended by the Board, to be considered for admission by the members, and shall be admitted if approved by a 2/3<sup>rd</sup>s majority<sup>4</sup> at a General Meeting.
- 5.5 They shall be either
  - GDLN Centers, or
  - Other similar entities whose presence would be meaningful in the context of the aims of the Association and whose values and aims conform broadly to those of the Association<sup>5</sup>.
- 5.6 A member shall be required to leave the Association only by unanimous decision of the other members recorded at a general meeting.

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<sup>3</sup> Initial authority levels will be developed and incorporated during and immediately after the inaugural meeting.

<sup>4</sup> The Moresby Consensus proposed a simple majority.

<sup>5</sup> An example may be JICA-net or its individual centers.

## 6 *Relationship with the World Bank*<sup>6</sup>

- 6.1 The unique relationship with the World Bank as the founder of the GDLN shall be regarded as a cornerstone of the Association.
- 6.2 The Association will work actively to strengthen and develop the relationship at all times, especially to:
  - Leverage the credibility and convening power of the Bank as a key part of the GDLN value proposition,
  - Access its expertise in Development, and
  - Become an important tool for the Bank in its own Development agenda.
- 6.3 The Association will strive to strengthen its relationships with all partners and stakeholders in the Bank, such as ISG, WBI and the GDLN teams and operational staff of other Regions.
- 6.4 The Association shall at all times protect the reputation of the Bank to the best degree possible by working closely with Country Offices and Regional Co-ordinators and ensuring that the messages, values and role of the Bank are properly presented, especially in marketing and promotions.

## 7 *Relationships with current partners and stakeholders*

- 7.1 The Association shall work to preserve, strengthen and develop relationships with all current partners of the GDLN in the Region and elsewhere, especially those with whom members have already entered into agreements or MoUs.
- 7.2 The Association shall strive to develop new strategic partnerships for the benefit of members and also assist members in their own partnership efforts, to the best degree possible.

## 8 *Working arrangements*

- 8.1 There shall be at least two General Meetings per year, supplemented by consultations via e-mail, teleconference and video conference, as needed. The review, revision and adoption of business plans will be a key element of such meetings.
- 8.2 The work program of the Association shall be developed through a Regional Business Plan, which shall be reviewed and revised annually.
- 8.3 The Regional Business Plan shall be designed to deliver the aims of the Association. It will:
  - Emphasize the development of sufficient business to sustain member DLCs through large, regional initiatives.
  - Include a strong set of Key Performance Indicators<sup>7</sup> (KPIs) to be used in management as well as to communicate effectively the aims, values and achievements of the Association.

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<sup>6</sup> This section has been expanded since the Moresby Consensus, in order to give due recognition to the importance that members place upon the relationship with the Bank.

<sup>7</sup> A set of KPIs developed through the Open Space meeting held recently in Singapore, and currently being discussed for adoption in the region, is attached.

- 8.4 The Regional Business Plan shall be integrated with and depend upon the individual DLCs' business plans which must provide, for this purpose, their:
- Detailed financial (cost) analysis, and
  - Local initiatives and work program.
- 8.5 The financial analysis provided in the annual business plans of member DLCs will be the basis upon which the Association's Business Development function will base its assumptions when developing programs and negotiating on behalf of the region.
- 8.6 The regional work program shall be built up through proposals and opportunities presented by member DLCs as well as opportunities developed by the dedicated business development function of the Association.
- 8.7 Projects will be accepted by the Association for inclusion in the Regional Business Plan through the following process:
- Discussion and negotiation by members
  - Recommendation of the Business Development function, based on the value of the program (content and VC hours), likely costs, available capacity and relevance to the region's calendar of events.
- 8.8 DLCs shall remain free to pursue individual business opportunities according to local needs, in addition to the regional ones.

## 9 *Finance*

- 9.1 The Association shall be sustained by:
- Donor contributions.
  - Income generated through its regional initiatives which will include a charge designed to offset the average running costs of the Association<sup>8</sup>. This will initially be fixed at 10% of program cost and will be reviewed and revised by the membership as appropriate.

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<sup>8</sup> The Moresby Consensus had a "levy" of 8%. The terms "levy" or "management fee" were found to create difficulties among many donors, including the Bank, while "reimbursement of costs" seemed acceptable. The figure of 10% is proposed in order to reduce the volume of business that would be required to sustain the Association.