

Charter
of
The proposed Association of Asia Pacific GDLN Centers

1 Introduction

- 1.1 The provisions of this Charter for the proposed Association of Asia Pacific GDLN Centers, are based on the Moresby Consensus document, amendments reflecting subsequent consultations and further amendments based on the decisions reached at the EAPA regional meeting held in Bangkok from 22 to 24 May 2006.

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. It will be built on a culture of partnerships and mutual respect exemplified by consensus-based decision making.
- 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 as set of services designed to help members achieve their primary aims of development impact and sustainability. 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 start-up 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 Governing Committee comprised of:
 - Three representatives of member DLCs,
 - One invitee representing the EAP Region of the World Bank, and
 - One invitee representing a key donor or stakeholder, elected by the members;
- Staff, managed by an Executive Director who shall report to the Governing Committee and execute its decisions. The Executive Director shall have no voting rights within the Committee.

4.3 DLCs shall serve on the Governing Committee on the following basis:

- Three DLCs shall serve on a two-year rotating basis, staggered so that only one Committee member is changed in a given year. One Committee member shall therefore change after the first year of operation of the Association.
- DLCs shall automatically be selected for the Committee in alphabetical order, according to the name of the country in which they are located. Countries with more than one DLC may nominate one of them or a national

association of DLCs (if such exists) to represent them on the Governing Committee¹.

- A DLC may decline to serve on the Committee where inexperience or other similar circumstances would prevent it making a full and useful contribution at that time.
- 4.4 The organizational structure shall initially be as illustrated in the attached document. Some positions will be filled by full-time staff while others may be outsourced to contractors, including members and their host institutions. Positions will be filled as soon as possible subject to available funding.
 - 4.5 The Association will not initially be a legally incorporated entity but depending on operational needs and the wishes of members, it may later be incorporated, possibly 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 Governing Committee, 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 Executive Director and the Governing Committee shall be empowered to enter into agreements and contracts on behalf of the Association, according to the approved budgets and work program and strictly within the authorized limits. Such limits may be amended by members according to need².

5 *Membership*

- 5.1 Accredited GDLN Centers that nominate themselves as belonging to "Asia Pacific" shall automatically be eligible for membership.
- 5.2 Associations of GDLN Centers based on national or provincial organization structures³ shall be eligible for membership on the same basis.
- 5.3 Participation in regional programs shall be voluntary. Members will be encouraged to participate on the basis of mutual contribution and benefit.
- 5.4 There shall be no membership fee or joining fee.
- 5.5 Institutions or associations other than accredited GDLN Centers may be recommended by the Governing Committee, to be considered for admission by the members, and shall

¹ China proposes to have two representatives – Beijing, representing CDDLN, and Shanghai

² Initial authority levels will be developed as soon as possible within the initial implementation period.

³ Such as CDDLN in China and potential associations in Indonesia.

be admitted if approved by consensus at a General Meeting. Such nominees for membership shall be 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 Association⁴.

6 Relationship with the World Bank

6.1 The unique relationship with the World Bank shall be regarded as a cornerstone of the Association in recognition of its role as the founder of the GDLN and in expectation of its continued commitment to the network. Especially in respect of:

- The continued use of the GDLN and World Bank brand.
- Linkage with the Bank's operations and access to its expertise and convening power.
- Partnering with the Bank to develop innovative methods and applications of knowledge sharing for development.

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 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.

7.3 The assistance of the WBI GDLN Secretariat shall be sought to forge relationships with DLCs and partners in other regions.

8 Working arrangements

8.1 There shall be one General Meeting and one Business Meeting where smaller delegations would discuss specific business issues, per year. The review, revision and

⁴ An example may be JICA-net or its individual centers.

adoption of business plans will be a key element of such meetings. Meetings shall be supplemented by consultations via e-mail, teleconference and video conference, as needed.

- 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 (KPIs) to be used in management as well as to communicate effectively the aims, values and achievements of the Association.
- 8.4 The Regional Business Plan shall be consistent with the individual DLCs' business plans.
- 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 while participating in regional ones on a voluntary basis.
- 8.9 Issues within the Association shall be resolved by the Governing Committee or the membership, as appropriate, by consensus. The provisions of this Charter and those of the GDLN Network Agreement and Business Policies shall guide such discussions.

9 *Finance*

- 9.1 The Association shall be sustained by:
 - Donor contributions.
 - Income generated through its regional programs which will include a charge designed to offset the average running costs of the Association. This will initially be fixed at 10% of program cost and will be reviewed and revised by the membership as appropriate.
- 9.2 A regional program in the context of 9.1 shall be defined as:
 - A program that is included in the Association's work program, either through the periodic business planning process or by inclusion as a priority later on;
 - That involves the participation of at least 3 DLCs;

- Where the budget is shared and developed on a transparent basis through negotiation within the Association.

Organization structure and outline terms of reference

