

Dated

2011

Membership and Licence Agreement

(1) WaterAid international

and

(2) WaterAid in []

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MEMBERSHIP AND LICENCE AGREEMENT

DATE:

BETWEEN:-

- (1) **WaterAid international**, a company limited by guarantee and a registered charity (company registration number [], charity registration number []) registered in England and Wales, whose registered office is at 47 – 49 Durham Street, London SE11 5JD, UK (“WAI”); and
- (2) **WaterAid in []** a [not for profit organisation] established under the laws of [], [with registration number []] whose [principal place of business] or [registered office] is [] (“WaterAid in []”)

BACKGROUND:

- (A) WAI is the body which co-ordinates the activities of WaterAid world wide.
- (B) WaterAid in [] wishes to join WaterAid, subscribing to its vision, mission and values.
- (C) WAI, WaterAid in [] and other WaterAid Members wish to ensure that WaterAid speaks with one voice, that WaterAid Members work together effectively to maximise the number of people who are able to benefit from safe water, improved hygiene and sanitation; and that WaterAid Members act at all times in the interests of the global WaterAid movement of which they are part.
- (D) WAI, WaterAid in [] and other WaterAid Members also recognise that there is a particular emphasis on establishing and maintaining clarity on the roles of WAI and its Members and establishing and maintaining excellent personal relationships.
- (E) WAI therefore wishes to license its rights in the Marks to WaterAid in [] and WaterAid in [] wishes to accept such licence on the terms of this agreement.

TERMS:

1. Interpretation

- 1.1 In this agreement the interpretation provisions set out in Schedule 2 shall apply.

2. Membership Criteria, Global Strategy, Global Standards and Global Policies

- 2.1 WaterAid in [] affirms its commitment to the Membership Criteria, Global Strategy and Global Standards and commits to working together with WAI and other WaterAid Members to achieve these.
- 2.2 The Membership Criteria, Global Strategy and Global Standards may from time to time be varied by the international Board, which shall give written notice of such variations to WaterAid in []. The Membership Criteria, Global Strategy and Global Standards as varied from time to time shall be binding on WaterAid in [] from the date when WAI sends notice of any variation to WaterAid in [].

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- 2.3 The parties shall work together to develop and seek to agree and abide by the Global Policies.

3. Associate and Full Membership

Associate Membership

- 3.1 WaterAid in [] shall on signature of this agreement be admitted as an Associate Member of WaterAid, having met the Membership Criteria for Associate Membership. Consequently, while WaterAid in [] remains an Associate Member:

- 3.1.1 WaterAid in [] shall not be a member of WAI for the purposes of the Companies Acts or of WAI's articles of association;
- 3.1.2 WAI agrees that WaterAid in [] may send a delegate to attend meetings of the international Board as an observer. This shall be the Chair of the Associate Member unless otherwise agreed with WAI;
- 3.1.3 WAI shall notify WaterAid in [] of international Board meetings in accordance with the provisions which apply for notification of trustees' meetings in WAI's articles of association to an e-mail address notified by WaterAid in [] to WAI for this purpose (but if no email address has been provided, WAI shall not be in breach of this agreement if it fails to notify WaterAid in [] of any international Board meetings);
- 3.1.4 WaterAid in [] shall promptly confirm to WAI on receipt of notice of an international Board meeting the identity of its proposed delegate who shall be attending the meeting if that person is not its Chair;
- 3.1.5 a delegate who attends an international Board meeting as an observer shall not have any rights to vote at the meeting, and shall only participate in other aspects of the meeting at the invitation of the chair of the meeting;
- 3.1.6 the international Board may exclude a delegate from all or any part of a meeting and may require WaterAid in [] to replace its delegate.
- 3.1.7 WaterAid in [] shall be expected to send appropriate attendees to all global meetings of WaterAid at Chief Executive, Executive, Leadership and functional and thematic level.

Full Membership

- 3.2 The parties intend that when WaterAid in [] achieves the Membership Criteria for Full Membership WaterAid in []'s status will be changed to that of a Full Member. Full Membership is at the discretion of WAI and will not take effect until WAI issues written confirmation that WaterAid in [] is being offered the status of Full Membership and WaterAid in [] confirms its acceptance of such status in writing. On admission as a Full Member:

- 3.2.1 WaterAid in [] will be admitted as a formal company law member of WAI, subject to the provisions of the Companies Acts and WAI's articles of association; and

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- 3.2.2 WaterAid in [] will be entitled to appoint one trustee to serve on the international Board in accordance with WAI's articles of association until such time as the board size exceeds the agreed number at which point an election process will be followed, in accordance with the articles of association of WAI, as laid out in the Governance Manual. Unless exceptional circumstances apply (as set out in the Governance Manual), the trustee appointed by WaterAid in [] to the international Board shall be the Chair of the board of WaterAid in [].
- 3.3 WAI normally expects Associate Members to achieve Full Membership within four years and expects WaterAid in [] to use its reasonable endeavours to work towards that goal.
- 3.4 Once admitted as a Full Member, WaterAid in [] shall be required to demonstrate annually that it continues to meet the Membership Criteria for Full Membership and shall comply with such inspections and review processes as WAI may reasonably require from time to time to ensure that WaterAid in [] continues to meet such requirements.

4. Obligations of Member Organisations

WaterAid in [] shall:

- 4.1 maintain its registration as a [not for profit organisation] with its own governing body of non-executive directors / trustees in line with local practice and law;
- 4.2 continue to fulfil the Membership Criteria applicable to it;
- 4.3 comply with its constitutional restrictions in respect of the receipt of remuneration and receipt of other benefits by members of its governing body and people and organisations connected with them;
- 4.4 pay the appropriate annual administration fee and investment levy determined by WAI within a reasonable time period as agreed by the international Board each year;
- 4.5 act in accordance with the Global Strategy and Global Standards and, unless WaterAid in [] notifies WAI in advance of any variations, in accordance with the Global Policies;
- 4.6 develop a national strategy and national policies consistent with the Global Strategy and Global Standards and (unless WaterAid in [] has notified WAI of any variation) consistent with the Global Policies, with the intention of promoting and maintaining the goodwill in the Marks, and in particular promote the common values set out in the Global Strategy and Global Standards and Global Policies to members of its governing body, its staff, consultants and volunteers;
- 4.7 take reasonable steps to further the Global Strategy and Global Standards as the primary means of achieving WaterAid's vision and mission;
- 4.8 so far as permitted by local laws and regulations which apply to WaterAid in [], put aside issues of national interest with the aim that all WaterAid Members and country programmes can benefit from the resources that each WaterAid Member can offer and that resources are applied in the best interests of WaterAid;

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- 4.9 participate in such events, discussions, reporting or other mechanisms as WAI may reasonably require to ensure that WaterAid in [] contributes to the development of future versions of the Global Strategy and Global Standards and related documents;
- 4.10 comply with any reasonable planning, budgeting, monitoring and reporting requirements from time to time notified to it by WAI, including:
- 4.10.1 ensuring that its financial year coincides with the Financial Year, and
- 4.10.2 implementing the accounting standards, evaluations, audits and other procedures agreed by WAI;
- 4.10.3 providing to WAI copies of:
- (a) its quarterly management accounts within four months of the quarter end;
- (b) its audited annual accounts within nine months of the end of each Financial Year end, with draft annual accounts provided within three months of the end of the Financial Year;
- 4.11 provide such information and data as WAI may reasonably require for reporting purposes as set out in any reporting requirements specified in the Global Strategy and Global Standards;
- 4.12 operate only in the Territory and for the Purpose save that WaterAid in [] may operate in other countries and regions and for other purposes where expressly authorised in writing by WAI before WaterAid in [] commences any activity or operations there;
- 4.13 provide resources as reasonably required by WAI to support the development of policies, strategies and standards, global initiatives and the work of the secretariat as required;
- 4.14 use resources in a responsible and accountable manner;
- 4.15 maintain reasonable insurance in respect of its liabilities and on request provide to WAI copies of each relevant insurance policy and satisfactory evidence of the up to date payment of the applicable premiums;
- 4.16 collaborate with and have mutual respect for other WaterAid Members and WAI, and support their development;
- 4.17 contribute effectively to WaterAid's agreed global leadership, management and decision making structures, for example:
- Chief Executive's Team
 - Executive Team
 - Global Leadership Team;
- 4.18 at all times use the Name and the Marks as its only visual and brand identity, except as otherwise specified in writing by WAI;

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- 4.19 provide to WAI any information relating to WaterAid in []'s use of the Marks which WAI may request and assist WAI in maintaining and securing WAI's continued rights in the Marks;
- 4.20 execute any necessary documents to record it as the licensee of the Marks on any register (including in respect of applications which mature into registrations during the Term) and to cancel any such entry as WAI may require on termination of this agreement, for whatever reason;
- 4.21 take all reasonable steps to transfer to WAI any right, title or interest WaterAid in [] has acquired or may in the future acquire to use or exclude others from using as a trade mark or otherwise any name incorporating the Name or any design, logo or symbol adopted by WaterAid and/or WAI from time to time. Any expenses will be agreed in advance with WAI;
- 4.22 take responsibility for expenses incurred in obtaining and maintaining registration of the Marks in the country in which WaterAid in [] is based and recording of this agreement or any other agreement if required by law in that country or any other applicable jurisdiction;
- 4.23 except as authorised under clause 10.2 of this agreement, not without WAI's consent permit any other person during or after the Term in any part of the world to use or register, or attempt to use or register or claim rights in any of the Marks or any words, marks, designs, logos, names or images similar to or likely to be confused or associated with the Marks; and
- 4.24 WaterAid in [] shall not and shall not permit any other person to:
- 4.24.1 exploit or make any use of the Marks other than as authorised under this agreement;
- 4.24.2 do or omit to do anything which would or may jeopardise or invalidate any registration of the Marks or which may assist or give rise to an application to remove the Marks from any trade marks register or which might prejudice the right or title of WAI to the Marks; and
- 4.24.3 make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Marks except under the terms of this agreement.

5. Licensed Rights

- 5.1 WAI hereby grants to WaterAid in [] (subject to its obligations under this agreement) a licence, in the Territory, for the Term, for the Purpose, to use the Marks.
- 5.2 WAI does not give any warranty or guarantee as to its rights in, or the validity, existence, extent or enforceability of any of the Marks or that their exploitation or use in any part of the Territory does not infringe the rights of any third parties. WaterAid in [] is responsible for ensuring its use of the Marks does not breach or infringe applicable laws regulations or third party rights.

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- 5.3 It is fundamental to WaterAid in []'s appointment and continuance as an Associate Member or Full Member of WAI under this agreement that it respects and upholds the vision, mission and values as set out in the Global Strategy and Global Standards at all times and makes best use of the Marks as a means of pursuing such purposes. In particular, WaterAid in [] may only use the Marks in a manner which:
- 5.3.1 complies with the Global Strategy and Global Standards;
 - 5.3.2 does not and is not likely to damage the Goodwill;
 - 5.3.3 does not conflict with the aims, principles and purposes of WAI or other WaterAid Members or impede their ability to carry them out; and
 - 5.3.4 is not misleading and does not impose or create any significant liability on WAI.
- 5.4 Any Goodwill accruing as a result of the activities of WaterAid in [] under this agreement shall accrue to and be held in trust by WaterAid in [] for WAI and shall revert to WAI on termination of the licence granted by this agreement.

6. Failure to Meet Requirements of Membership

- 6.1 If WaterAid in [] is deemed by WAI to be failing to meet the Membership Criteria or complying with the Global Standards or the Global Strategy then the improvement process set out in the Governance Manual will apply.
- 6.2 The improvement process set out in the Governance Manual will also apply if WAI deems that WaterAid in [] has failed to agree Global Policies or frequently or persistently departed from them once agreed as this will indicate a departure from the spirit of collaboration and co-operation which is at the heart of this agreement.
- 6.3 If WAI concludes that improvement has not occurred within the specified time then WAI shall have the right to terminate this agreement and WaterAid in []'s membership.

7. Term

- 7.1 This agreement shall commence on the date hereof and continue until terminated in accordance with clause 8.

8. Termination

- 8.1 Either party may terminate this agreement with immediate effect by giving written notice to the other if the other:
- 8.1.1 fails to perform any material obligation or persistently fails to perform any non-material obligations under this agreement, which if capable of remedy has/have not been remedied within 30 days of the party in default receiving written notice requesting it to do so;
 - 8.1.2 goes into liquidation, or an administrative receiver, receiver and manager, or administrator is appointed over the whole or substantial part of the other party's assets, or the other party enters into a voluntary arrangement with its creditors, or

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suffers any similar process intended to afford the other party protection from its creditors;

or

8.1.3 if an event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect similar to any of the events or proceedings mentioned in clause 8.1.2.

8.2 The international Board may terminate this agreement with immediate effect by giving written notice to WaterAid in [] in accordance with clause 6.3.

8.3 The Board of either party may terminate this agreement at any time by serving twelve months' written notice upon the other party.

9. Effect of Termination

9.1 On receiving notice of termination of this agreement for any reason all announcements or notices issued by WaterAid in [] before or after termination in connection with termination or the future relationship between WAI and WaterAid in [] must be approved in writing by WAI.

9.2 On termination of this agreement:

9.2.1 WaterAid in [] shall not do or omit to do anything which might cause any person to believe that WaterAid in [] is still licensed to use the Marks or is in any way connected with WAI or WaterAid and shall take all reasonable actions to ensure that no records show WaterAid in [] as being licensed to use the marks;

9.2.2 WaterAid in []'s right, authority and licence to use and exploit the Marks shall cease immediately;

9.2.3 WaterAid in [] shall procure that any sub-licensees will cease to use all Marks immediately upon termination of this agreement;

9.2.4 WaterAid in [] shall change its official name and any trading name to remove any element relating to WAI and the Name;

9.2.5 WaterAid in [] shall cease immediately to describe itself as or suggest it is a member of WaterAid;

9.2.6 WaterAid in [] shall deliver to WAI, all supporter data, contracts and materials in any form relating to WaterAid in []'s use or exploitation of the Marks;

9.2.7 WaterAid in [] shall, upon request from WAI, permit access to any representative of WAI to any offices, records, files, documents, computers and other materials of WaterAid in [] until all such materials are delivered to WAI or disposed of pursuant to this agreement;

9.2.8 WaterAid in [] may retain any records required to be kept by law in which case WaterAid in [] shall provide WAI with copies of such records in so far as they

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relate to its use of the Marks in so far as WaterAid in [] is legally permitted to do so;

9.2.9 WaterAid in [] shall assign to WAI all Goodwill rights and interest in the Marks arising from WaterAid in []'s or its sub-licensees' use of the Marks and all rights, such assignment to be recorded by deed;

9.2.10 WaterAid in [] shall, at WAI's request, promptly provide all necessary assistance to procure the termination of any record of rights granted under this agreement;

9.2.11 WaterAid in [] shall not during the 12 months beginning on the date of termination of this agreement ('**Termination Date**') either on its own behalf or on behalf of any person, firm or company directly or indirectly employ, engage or induce, or seek to induce, to leave the service of WAI any person who, at the Termination Date or at any time during the 3 months before the Termination Date, shall have been employed in a senior capacity by WAI with whom WaterAid in [] shall have had dealings during the 6 months prior to the Termination Date.

9.3 Termination of this agreement for whatever reason shall not entitle WaterAid in [] to any compensation.

9.4 All provisions of this agreement which, in order to give effect to their necessary intent and meaning, are capable of surviving its termination shall remain in full force and effect thereafter.

9.5 Termination of this agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of this agreement.

10. Assignment and Sublicensing

10.1 Subject to clause 10.2, WaterAid in [] shall not assign, sub-license, pledge, transfer or encumber any right or interest granted under this agreement without the prior written consent of WAI.

10.2 WaterAid in [] may grant sub-licences of the Name and the Marks for fundraising purposes, provided that such sub-licences comply with the Global Standards.

11. Protection of Marks

11.1 WaterAid in [] acknowledges that it (and any of its sub-licensees) has or shall acquire under this agreement no rights relating to the Marks except as expressly provided under this agreement.

11.2 Notwithstanding clause 11.1, should any competent authority deem WaterAid in [] in law to be the owner in any sense of all or any Marks, or if there are any rights in improvements or adaptations in Marks which (notwithstanding contrary provision in this agreement) accrue to WaterAid in [], then WaterAid in [] shall on the request of WAI grant to WAI a worldwide perpetual, exclusive royalty-free licence in such rights with full rights for WAI to sublicense such rights as it thinks fit.

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- 11.3 If requested to do so by WAI, WaterAid in [] shall agree to include a notice of WAI's rights in the Marks in any materials in any medium distributed by WaterAid in [], in such form as shall be reasonably required by WAI.
- 11.4 WaterAid in [] shall not claim any right, title or interest in the Marks based upon any use of or right in the Marks prior to the execution of this agreement.
- 11.5 If either party becomes aware of any unauthorised use or infringement of any of the Marks or of any claims or actions in connection with any of the Marks, it shall promptly notify the other party with full details of any such unauthorised use or infringement and shall make no comment or admission to any third party in respect of such circumstances.
- 11.6 WAI may in its sole discretion bring or defend an action but shall not be obliged to bring or defend any proceedings in relation to the Marks and WaterAid in [] may join WAI in bringing or defending such action. If WAI does not bring or defend an action when there is alleged or threatened infringement or unauthorised use of the Marks, WaterAid in [] shall be entitled to do so. WAI shall notify WaterAid in [] promptly of every decision it takes whether to bring or defend such proceedings.
- 11.7 Where either party is involved in any claim or proceeding brought or threatened in relation to the Marks, the other party will at the request of the party involved in the action give full co-operation to that party (including the provision of documentation and making relevant people available) provided that the party involved in the action shall meet all reasonable expenses incurred by the other party or third parties which may so assist them.

12. Mutual Indemnities

Each party undertakes to indemnify and keep indemnified the other from and against all actions, proceedings, claims, demands, costs, awards and damages arising directly or indirectly which would not have arisen but for anything done or omitted to be done by the other party (or by any person acting under any authority, sub-licence or permission of that party) in connection with its breach or non-performance of any undertaking or obligation contained in this agreement.

13. Amendments

No amendment, modification or waiver of the terms of this agreement shall be valid unless set out in writing and executed by WAI and WaterAid in [].

14. Waiver of Rights

The failure or delay of either party at any time to require performance of any provision of this agreement shall not affect the right of that party to enforce such provision. Terms of this agreement may be waived only expressly in writing executed by the relevant party.

15. Entire Agreement

This agreement includes the entire understanding between the parties concerning the subject matter of this agreement, and supersedes all prior agreements, arrangements, negotiations and/or understandings between the parties. No representations, warranties,

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covenants or conditions, express or implied, have been made by the parties except as expressly stated in this agreement.

16. Independent Status

The parties are independent entities and nothing in this agreement shall be construed to establish a partnership, joint venture, agency or similar relationship between them. Neither party is an agent of the other and shall not hold itself out as such.

17. Severance

Should any of the provisions of this agreement be invalid or appear to be invalid and/or unenforceable, such invalidity or unenforceability shall not affect any of the other provisions. In such case, the parties shall replace the invalid and/or unenforceable provision by another which is valid and enforceable and as similar as possible to the original provision.

18. Dispute Resolution

18.1 If a dispute arises out of or in connection with this agreement (a “**Dispute**”) it shall be determined in accordance with the procedure set out in this clause.

18.1.1 If the parties cannot resolve the Dispute, then either party may request that the Dispute be referred to mediation, using, if appropriate, the offices of a mediator in accordance with appropriate procedures established by a body recognised for its role in facilitating mediation, such as the Centre for Dispute Resolution.

18.1.2 Both parties shall co-operate with requirements of the appointed mediator.

18.1.3 All negotiations in relation to the matter in Dispute shall be strictly confidential.

18.1.4 If the parties are unable to resolve the Dispute using the procedure set out above the Chairs of both parties shall agree on the appointment of an expert qualified to practise English law. If the Chairs are unable to agree on an expert they shall apply to the President of the Law Society of England and Wales for the time being to appoint an expert. The parties shall share equally the cost of any fees of the President of the Law Society of England and Wales for the time being in making such appointment. The expert shall determine the procedure to be followed in resolving the dispute and his/her decision shall be binding on the parties.

18.1.5 Each party shall bear its own costs in relation to the reference to the expert. The expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the expert) shall be borne by the parties in such proportions as the expert shall direct.

18.2 Disputes between WaterAid Members relevant to the subject matter of this agreement shall be determined in accordance with the procedure set out in the Governance Manual.

19. Notices

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- 19.1 All notices required under this agreement shall be in writing (which shall include email) and be addressed as below and sent by registered mail or some other form of delivery involving proof of delivery.

The postal address for service of WaterAid international is:-

47 – 49 Durham Street, London, SE11 5JD UK

The email address for service of WaterAid international is:-

[]

All notices should be sent to the attention of the [].

The postal address for service of WaterAid in [] is:-

[]

The email address for service of WaterAid in [] is:-

[]

All notices should be sent to the attention of [].

- 19.2 The effective date of receipt by the other party of any notice under this agreement shall be the date shown on the proof of delivery received from the postal or delivery service used by the sender of the notice. Notices sent by fax or email are deemed to have been received unless the sending party has received notice unambiguously indicating otherwise. Where a party has received written notice of a change of the above address from the other party then that party shall use that new address.
- 19.3 A notice signed by or on behalf of WAI shall be valid and effective under this agreement. WaterAid in [] acknowledges and accepts the validity and effect of such notice notwithstanding any suggestion or claim that there may have been some procedural or other irregularity in the process of WAI resolving to issue the notice.

20. Third Party Rights

This agreement does not and is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 except that upon the winding up of WAI and the transfer to WaterAid [in the] UK (company number 1787329) of the Marks, WaterAid [in the] UK shall have such rights as WAI would have had (had it not been wound up) to enforce the provisions of this agreement in order to protect its interest in the Marks.

21. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

22. Governing Law, Jurisdiction & Language

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- 22.1 This agreement and its interpretation, construction and effect shall be governed by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.
- 22.2 This agreement is executed in the English language. If it is translated into another language, and any inconsistency or discrepancy in meaning or interpretation results from such translated agreement, the English language shall prevail and control.

SCHEDULE 1

Marks Licensed by WaterAid international to WaterAid in []

[details to be inserted]

SCHEDULE 2

Interpretation

1. The following terms shall have the following meanings:

<i>Terms</i>	<i>Meanings</i>
“Associate Member”	a member of WaterAid which is admitted as an Associate Member by the international Board and has the rights and role outlined in clause 3.1, having met the Membership Criteria for Associate Membership;
“Financial Year”	the period from 1 April in each year to 31 March in the following year;
“Full Member”	a member of WaterAid which is admitted as a Full Member by the international Board and has the rights and role outlined in clause 3.2, having met the Membership Criteria for Full Membership;
“Global Policies”	such operating, financial and other policies as the WaterAid Members shall agree with WAI;
“Global Strategy”	the common worldwide strategy incorporating the vision, mission and values as from time to time varied by the international Board.;
“Global Standards”	the fundamental principles for governing the global organisation, its brand and reputation as determined from time to time by the international Board;
“Goodwill”	the goodwill attaching or accruing to the Marks;
“Governance Manual”	the manual specifying standards and procedures applicable to WAI and the WaterAid Members as from time to time adopted or varied by the international Board provided that nothing in the Governance Manual shall dictate the operating or financial policies of WaterAid Members;
“international Board”	the board of trustees for the time being of WAI;

“Marks”	the Marks listed in Schedule 1 and any further Marks notified to WaterAid in [] by WAI in writing as being subject to the terms of this Agreement;
Membership Criteria	the criteria for membership determined by the international Board from time to time;
“Name”	the name “WaterAid”;
“Purpose”	the purpose or purposes set out in Schedule 3 in respect of the Territory or Territories identified there;
“Term”	the term of this agreement as specified in clause 7 subject to earlier termination in accordance with clauses 6 or 8;
“Territory”	the country or countries / region or regions identified in Schedule 3 and such other territories as may be agreed in advance in writing between the parties;
“WaterAid Member”	an organisation licensed by WAI to use the Marks as part of WaterAid, whether as an Associate Member or Full Member (but excluding any third parties which are licensed to use the Marks by a WaterAid Member for fundraising purposes);
“WaterAid”	WAI and the WaterAid Members collectively;
“WaterAid [in the] UK”	WaterAid, a charitable company limited by guarantee registered in England and Wales with company registration number 1787329 and charity registration number 288701;
“Working Day”	any day other than a Saturday, Sunday or public holiday in the United Kingdom or the Territory.

2. In this Agreement:

2.1 the singular includes the plural and vice versa;

2.2 section headings are for reference only and shall not affect interpretation;

- 2.3 the words “*including*” or “*in particular*” or any similar words apply without prejudice to the generality and without limitation;
- 2.4 WaterAid in []’s obligations shall (as far as possible) apply equally to employees of WaterAid in [] and their performance of such obligations shall be procured by WaterAid in [].

SCHEDULE 3

Territory and Purpose

Country or Region	Purpose(s) in Respect of Country / Region

[Further schedules may set out the Global Policies in full and/or membership requirements, improvement procedures, etc]

IN WITNESS, the parties have executed this agreement on the date set out above

Signed:
 For and on behalf of **WaterAid international**

Name:

Position:

Signed:
 For and on behalf of **WaterAid in []**

Name:

Position: