

**AGREEMENT
BETWEEN
THE UNITED NATIONS, acting through its GLOBAL COMPACT OFFICE,
AND
GLOBAL COMPACT NETWORK FRANCE**

This Agreement (the “Agreement”) is made and entered into as of **March 8, 2023**, by and between the United Nations, an international intergovernmental organization established pursuant to the Charter of the United Nations signed in San Francisco on 26 June 1945, with its Headquarters located at 42nd Street and First Avenue, New York, NY 10017, as represented by its Global Compact Office (the “GCO”), and the Global Compact Network France, a not-for-profit legal entity incorporated on May 2005 under the laws of France, with its offices located at 44-46 rue de la Bienfaisance, 75008, Paris (the “GCLN”). The GCO and the GCLN are hereinafter referred to individually as a “Party” and together as the “Parties.” Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Global Compact Local Network Quality Standards (the “Quality Standards”) document, as attached hereto as **Annex I**.

Recitals

WHEREAS, the United Nations Global Compact (the “UN Global Compact” or “UNGC”) is a United Nations initiative that encourages, among other things, businesses worldwide to adopt sustainable and socially responsible policies in accordance with the UNGC’s Ten Principles (the “Ten Principles”) and Sustainable Development Goals (the “SDGs”);

WHEREAS, local networks (“Local Networks”) are entities that work closely with the GCO to advance the mission and principles of the UN Global Compact at the country level, helping to establish the initiative within different national, cultural and language contexts, and managing groups of Participants from the GCLN’s country that join through the official application process;

WHEREAS, the United Nations General Assembly, in numerous resolutions, the latest being the General Assembly "Towards Global Partnerships" resolution, A/RES/73/254, has recognized the role of Local Networks in supporting the UNGC and diffusing United Nations values and principles and facilitating partnerships with business on a broad scale;

WHEREAS, the GCO’s primary responsibility is the day-to-day coordination of the UNGC initiative;

WHEREAS, the GCLN has been established as the Local Network in France for the purposes of carrying out the terms of this Agreement in France and Monaco ;WHEREAS, the GCO and the GCLN have agreed that the GCLN will promote the Ten Principles and the broader goals of the UNGC, as well as the SDGs, in France, as set forth in greater detail in this Agreement

WHEREAS, the GCO will support the GCLN in its effort to promote the Ten Principles and the broader goals of the UNGC, as well as the SDGs, in France, as set forth in greater detail in this Agreement.

WHEREAS, the Foundation for the Global Compact (the “Foundation”) is a non-profit organization incorporated under the laws of the State of New York, that provides financial, operational and programmatic support to promote the United Nations Global Compact and other United Nations Global Compact activities around the world; and

WHEREAS, per the Agreement concluded between the Foundation and the GCLN (the “Foundation-GCLN Agreement”) as attached hereto as **Annex II**, the Foundation and the GCLN have agreed to adopt the necessary policies and procedures to be able to collaborate on collecting and sharing financial contributions from Participants from France where the GCLN is based and that join the United Nations Global Compact through the official application process.

NOW, THEREFORE, the Parties hereby agree as follows.

Article I.
Purpose

The purpose of this Agreement is to set forth the terms and conditions of the collaboration of the Parties.

Article II.
Term

This Agreement shall become effective upon the signature of both Parties, and shall remain in force till **March 8, 2024**, at which point it may be extended through an amendment concluded between the Parties pursuant to Article XVIII (Amendments) of this Agreement, unless terminated in accordance with Article VIII (Events of Default).

Article III.
Quality Standards

Section 3.01 Governance and Management. The Quality Standards are incorporated by reference into this Agreement. The GCLN shall comply with the requirements set forth under the caption "Requirements" in Section 1 (Governance) and Section 2 (Management) of the Quality Standards (each a "Requirement" and collectively, the "Requirements"). The GCLN is encouraged to comply with the provisions set forth under the caption "Recommendations" in Section 1 (Governance) and Section 2 (Management) of the Quality Standards. Pursuant to Section 7.03 of this Agreement, the failure of the GCLN to comply with the Requirements may result in termination of this Agreement by the GCO.

Section 3.02 Pending Status. Notwithstanding anything to the contrary herein, the GCO agrees that the GCLN shall be permitted to come into compliance with the following Requirements on the timeline set forth below:

QS I.B.10. The GCLN does not comply. The GCLN plans to comply by end of Q3 2023.

QS I.B.13. The GCLN does not comply as the previous non-business board members has finished its term in 2022. They have opened the position to their members. The QS remains pending.

QS II.B.6. The GCLN does not comply. The GCLN plans to comply by end of Q1 2023.

Article IV.
Responsibilities of GCLN

Section 4.01 Existence; Conduct of Business. The GCLN shall preserve, renew and keep in full force and effect the rights, licenses, permits, privileges and franchises material to conduct its activities, including but not limited to maintaining registrations, operating licenses, and filing any necessary forms required of non-profit entities under relevant local and/or national laws.

Section 4.02 Compliance with Laws. The GCLN shall comply with all laws, rules, regulations and orders of any governmental authority applicable to it or its property. The GCLN shall maintain in effect and enforce policies and procedures designed to ensure compliance by the GCLN and its respective directors, officers, employees and agents with such laws, rules, regulations and orders of any governmental authority.

Section 4.03 Data Protection. Without prejudice to the generality of the foregoing, the GCLN will implement all measures to comply with applicable national and regional personal data protection laws and put in place appropriate data compliance and security measures.

Section 4.04 Accuracy of Information. The GCLN will ensure that all information, including the information contained in the Annual Work Plan and other documents, furnished to the GCO in connection with this Agreement does not contain any material misstatement of facts nor omit any material facts.

Article V.
Responsibilities of the GCO

Section 5.01 Subject to and in accordance with UN regulations, rules, policies and procedures, the GCO shall perform the following responsibilities under this Agreement.

Section 5.02 The GCO shall organize quarterly meetings with the GCLN to review the Parties' collaboration under this Agreement, including the promotion of the Ten Principles and the SDGS, and discuss necessary adjustments, if any, and priorities.

Section 5.03 The GCO shall provide capacity building opportunities and relevant information and materials to the GCLN, including on GCO integrity measures and different aspects of Local Network governance and management, to support the GCLN to implement activities to promote the United Nations Global Compact. Such support shall be provided through, inter alia, access to guidance and resources on the Local Network Hub, Local Network Exchange Programs as well as webinars and in-person trainings during the Annual Local Network Forum (the "ALNF") and Meetings of the Regional Global Compact Councils.

Section 5.04 Through the Local Network Playbooks, the GCO shall provide the GCLN guidance and resources relevant to planning and executing programmatic initiatives, provide access to its issue experts for guidance and collaboration, and maintain a list of experts that the GCLN may call on for its initiatives.

Section 5.05 The GCO shall maintain, and provide the GCLN with access to, the Local Network Hub (or any other knowledge-sharing system that may replace it), which shall serve as a global repository of information about Local Network activities and experiences with a view to promote learning and sharing of information among Local Networks.

Section 5.06 The GCO shall extend invitations to the ALNF to the GCLN Executive Director.

Section 5.07 The GCO shall, as soon as practicable, inform the GCLN of key developments and key issues related to the overall governance of the GCO, including developments from UN Global Compact Board meetings.

Section 5.08 The GCO shall provide the GCLN with monthly updates on Local Network-related matters through the Local Network Hub.

Section 5.09 The GCO shall collaborate with, and offer assistance to, the GCLN with respect to recruitment and retention of Participants.

Section 5.10 The GCO shall provide the GCLN access to information regarding Participants from France where the GCLN is based.

Section 5.11 If requested by the GCLN, and subject to Article XI (Limitation of Liability) of this Agreement, the GCO shall respond to questions and provide a guidance framework to the GCLN to conduct due diligence of nominated GCLN Board members and set out the eligibility criteria for a GCLN Executive Director.

Section 5.12 The GCO shall respond to questions and provide input to the GCLN in developing its Annual Work Plan.

Section 5.13 The GCO shall provide the GCLN with templates for detailing the Local Network value proposition, work plans, and activity reporting.

Section 5.14 The GCO shall share with the GCLN the annual UN Global Compact Progress Report, which takes stock of the contribution of UN Global Compact business participants towards sustainable development, and provide access to the data on which the report is based.

Article VI. Use of Names, Emblems, and Logos

Section 6.01 Upon signature of this Agreement by the authorized representatives of the Parties hereto, and subject to Section 2.C of the Quality Standards (Integrity and Branding), the GCLN is authorized to use the name and logo provided to the GCLN by the GCO for the term of this Agreement.

Name : UN Global Compact Network France | Pacte mondial de l'ONU Réseau France (*in French*)

Logos:



Global Compact
Network France



Network France



Pacte Mondial
Réseau France

Section 6.02 Unless otherwise expressly provided in this Agreement, including in the Quality Standards, any use of the names, including any abbreviations thereof, and emblems of the United Nations and its subsidiary organs in connection with this Agreement shall be subject to the prior written approval of the United Nations. Under no circumstances shall the GCLN use the names and/or emblems of the United Nations and/or its subsidiary organs, or any abbreviation of the United Nations name or of those of its subsidiary organs, for commercial purposes.

Article VII. Termination

Section 7.01 This Agreement may be terminated by either Party by providing the other Party with thirty (30) days prior written notice.

Section 7.02 The Parties may jointly agree in writing to terminate this Agreement at any time.

Section 7.03 This Agreement may be terminated upon an Event of Default, as set forth in Article VIII of this Agreement.

Section 7.04 Upon termination of this Agreement, the GCLN shall no longer be permitted to use the name and logo provided to the GCLN by the GCO pursuant to Section 6.01 of this Agreement, nor make any claim or representation that it is either coordinating and working with the GCO or the United Nations.

Section 7.05 Within sixty (60) days of the termination of this Agreement, GCLN shall submit a copy of an amended article or certificate of incorporation which has been filed with relevant national and/or local authorities indicating that its name has been amended by removing the reference to the UN Global Compact France and that its purposes and objectives have also been amended to make clear that it is no longer collaborating with the GCO.

Section 7.06 Notwithstanding anything to contrary herein, the provisions of Article VII (Termination), Section 7.05, Article IX (Intellectual Property Rights), Article X (Indemnification), Article XI (Limitation of Liability), Article XII (Privileges and Immunities) and Article XIII (Dispute Resolution) shall survive and remain in full force and effect regardless of the termination of this Agreement or any provision thereof.

Article VIII.
Events of Default

Section 8.01 If any of the following events (“Events of Default”) shall occur:

- (a) Dissolution, termination of existence, or insolvency, or operational failure of the GCLN;
- (b) Cessation by the GCLN of operations;
- (c) Failure of the GCLN to comply with any law or regulation in France applicable to the operation of the GCLN;
- (d) Failure of the GCLN to comply with the terms of this Agreement (including, without limitation, the misuse of the name, emblem, and logo set forth under Article VI (Use of Names, Emblems and Logos) of this Agreement and Section 2.C of the Quality Standards);
- (e) Material change in the legal status of the GCLN, leading to a determination by the GCO that the GCLN is unsuitable to continue its obligations under this Agreement;
- (f) Termination of the Foundation-GCLN Agreement; or
- (g) The GCO makes a reasonable determination that continued operation of the GCLN will result in harm to the reputation of the GCO, the United Nations or any affiliated body;

then, and in every such event, and at any time thereafter during the continuance of such event, the GCO may, by notice to the GCLN, terminate this Agreement and/or exercise any rights and remedies at law or in equity.

Article IX.
Intellectual Property Rights

Any intellectual property developed by the GCLN to achieve the objectives under this Agreement, including but not limited to papers, brochures, training materials, communication materials, presentations and reports, shall vest with the GCLN. The GCLN shall acknowledge and credit the GCO, where applicable, whenever such intellectual property or part thereof is used. The GCLN shall provide the GCO with a perpetual, worldwide, irrevocable and royalty-free license to any and all such intellectual property, which shall survive the termination of this Agreement.

Article X.
Indemnification

The GCLN shall indemnify, defend, hold and save harmless the United Nations, its officials, agents, and employees (the foregoing collectively referred to as the “UN Indemnitees”) from and against any and all claims, liabilities, costs and expenses (including reasonable outside attorneys’ fees) (“Claims”) asserted by any third parties (including, without limitation, any governmental or regulatory entities) against any of the UN Indemnitees arising out of, resulting from or in connection with the GCLN's acts or omissions.

Article XI.
Limitation of Liability

Neither Party shall be liable to the other Party for any special, consequential, incidental, punitive or indirect damages arising from or relating to any breach of this Agreement.

Article XII.
Privileges and Immunities

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article XIII.
Dispute Resolution

Section 13.01 Amicable settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement or the breach, termination or invalidity of this Agreement.

Section 13.02 Arbitration. Any dispute, controversy, or claim between Parties arising out of the Agreement or the breach, termination, or invalidity thereof, unless settled amicably under Section 13.01, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement, order the termination of the Agreement, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (Interim measures) and Article 34 (Form and effect of the award) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal shall have no authority to award interest in excess of the Federal Reserve Bank of New York’s Secured Overnight Financing Rate (SOFR) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

Article XIV.
Confidentiality

The Parties undertake to keep confidential any information concerning the other Party, including its trade and company secrets, if any, or any information which has not been made public of which it has become aware of by reason of its association with the other Party in connection with the implementation of this Agreement, except with the prior written authorization of the other Party, and except when required by law or by the disclosing Party's governing body or bodies or the resolutions, decisions or rules established by such body or bodies. This obligation shall not lapse upon the expiry or termination of this Agreement. The Parties shall also ensure that their employees and any third parties involved in the implementation of this Agreement will comply with this confidentiality requirement.

Article XV.
Status of the Parties

Section 15.01 Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties hereto or constitute or be deemed to constitute any Party the agent or employee of the other Party for any purpose whatsoever.

Section 15.02 The Parties acknowledge that the GCLN is an entity separate and distinct from the United Nations and that it shall not be considered, for any purposes whatsoever, as having a legal status connected with or dependent upon the United Nations. The personnel, agents or contractors of the GCLN shall not be considered in any respect or for any purposes whatsoever as being the employees or agents of the United Nations, nor shall any personnel, representatives or other affiliates of the United Nations be considered, for any purposes whatsoever, as being employees or agents of the GCLN.

Article XVI.
Section Headings

The section headings used in this Agreement and the Annex hereto are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

Article XVII.
Entire Agreement; Counterparts

This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement, and supersedes any prior proposals, agreements, commitments or representations of any kind, whether oral or written, with respect to such matters. This Agreement may be executed and delivered (including by facsimile transmission or electronic mail in PDF or other electronic format) in one or more counterparts, and by the Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

Article XVIII.
Amendments

This Agreement and the provisions hereof may be waived, modified or amended only by a written agreement signed by persons duly authorized to sign agreements on behalf of the respective Parties.

Article XIX.
Assignment

This Agreement and the rights and obligations hereunder may not be assigned or otherwise transferred by the GCLN without the prior written consent of the GCO (and any attempted assignment or transfer by the GCLN without such consent shall be null and void).

The undersigned duly authorized representatives of the Parties have signed this Agreement on the dates indicated below.

[Remainder of page intentionally left blank]



FOR THE GLOBAL COMPACT OFFICE

FOR THE GLOBAL COMPACT
NETWORK FRANCE

Sanda Ojiambo
Executive Director and CEO
UN Global Compact
Date: 10/03/2023

Gilles Vermot Desroches
Board Chair
Global Compact Network France
Chief Corporate Citizenship Officer and
Institutional Affairs Senior Vice-President,
Schneider Electric
Date: 10/03/2023

Nils Pedersen
Executive Director
Global Compact Network France
Date: 10/03/2023



United Nations
Global Compact

ANNEX-I

Global Compact Local Network Quality Standards



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Objectives

The purpose of developing and implementing a uniform set of Quality Standards (QS) across all Global Compact Local Networks (GCLNs) is to provide more clarity around the expectations that exist for all GCLNs and to further align around a common minimum set of standards for governance, management, integrity and reporting in the spirit of a 'One Global Compact' outlined in the 2021 UN Global Compact strategy.

Specifically, the objectives are:

- 1. To help all GCLNs make sure they are managed according to globally accepted principles of good governance for membership organizations and in alignment with the integrity standards of the UN Global Compact. Besides the benefits this will bring to GCLNs in terms of legitimacy, reputation and efficiency, the Quality Standards are also designed to safeguard the UN Global Compact name and brand and to protect the reputation of the initiative around the world.*
- 2. To help root all GCLNs on the UN Global Compact Way Values and Behaviors Model emphasizing a commitment to the core organizational values of Integrity, Professionalism and Respect for Diversity. These values are the binding force across the UN Global Compact initiative and its Local Networks underpinning the common pursuit to creating a better world for future generations.*
- 3. To support all GCLNs in operating in line with the core attributes of the UN Global Compact, reflecting that it is rooted in the United Nations, engages companies whose CEO have made a commitment to the UN Global Compact Ten Principles, and that it is a 'business-led, multi-stakeholder' initiative.*
- 4. To help create further clarity among companies and stakeholders in terms of the nature of GCLNs and their roles within the UN Global Compact, and to further clarify the mandate and responsibilities associated with various titles used by individuals across GCLNs.*
- 5. To help make sure that all GCLNs provide adequate financial reporting to their members and other key stakeholders and to facilitate monitoring and aggregate reporting of the impact of the initiative on a global level.*

Each section of the Quality Standards sets out a number of requirements (minimum standards that all GCLNs shall meet) as well as a number of additional recommendations that all GCLNs are encouraged to follow in order to further strengthen governance, management and alignment across the initiative. Within the broad parameters defined by the requirements, GCLNs can freely decide their specific structures, policies and practices and GCLNs remain fully independent from the UN Global Compact Office (GCO) with respect to all aspects of their local strategy, priority-setting and decision-making.



Terminology

The terminology below will be used in all communications and interactions within the UN Global Compact to define the different bodies and roles within a GCLN. GCLNs are strongly encouraged to align with the terminology below within their own organization and in communications with members and stakeholders, including most importantly with respect to the titles for the GCLN Executive Director and Chair, as this will make it easier for members and stakeholders across the UN Global Compact to understand what a particular body or title means in terms of mandate and responsibilities. Nevertheless, it is understood that individual GCLNs may use translated or modified titles when these make more sense in the specific country context.

Annual Local Network Forum (ALNF): annual forum bringing Local Networks together to share experiences, learn from each other and network. This annual meeting also provides the opportunity to seek the input of Local Networks on key governance issues relating to Local Networks and, more broadly, to the initiative as a whole.

Chair of Global Compact Local Network Board (GCLN Board Chair, Chair): the highest officer of the Global Compact Local Network Board of Directors, presiding over meetings of the GCLN Board.

E-Ops: Tools, Trainings and Templates: a living platform on the Hub housing relevant online e-learning sessions, policies, tools, templates, and resources aimed at supporting Local Networks in the management and operations of the Secretariat and Governance of the Board.

Foundation for the Global Compact (Foundation): headquartered in New York, it provides vital financial, operational and programmatic support to the United Nations Global Compact and other UN Global Compact activities around the world. Established in 2006, it is incorporated under the laws of New York State as a not-for-profit corporation.

Global Network Council: a joint committee consisting of regionally elected representatives of Local Networks as well as chiefs from the Global Compact Office providing recommendations to the Executive Director.

Global Compact Local Network (GCLN): entity that works closely with the Global Compact Office (GCO) through a signed agreement to advance the UN Global Compact and its principles at the country level, helping to root the initiative within different national, cultural and language contexts and managing groups of UN Global Compact Participants in a specific country. Unless otherwise specified, the use of the term GCLN shall also include reference to such GCLN that have been authorized by the GCO to use “UN Global Compact” in their name.

Global Compact Local Network Board of Directors (GCLN Board): a recognized group of people (Directors) who jointly oversee the GCLN.

Global Compact Local Network Executive Director (GCLN ED): the most senior person of the GCLN Secretariat.

Global Compact Local Network General Assembly (GCLN General Assembly): a platform through which all members of a GCLN have the opportunity to voice their opinions, elect or approve members of the GCLN Board, and vote on any other matter brought forward by the GCLN Board as well as on suggestions from individual GCLN members. Also, often known as an Annual General Meeting.

Global Compact Local Network Secretariat (GCLN Secretariat): the GCLN team (or individual) responsible on an on-going basis and paid for implementing GCLN strategies and activities, including recruitment, participant engagement, coordination and collaboration with the GCO.

Global Compact Local Network Statutes (GCLN Statutes): define the terms of membership and lay out the governance structure of the GCLN, including by specifying the roles and responsibilities of the different bodies and individuals. Other terms including ‘constitution’ and ‘bylaws’ may also apply.

Global Compact Office (GCO): headquartered in New York, it is the principal office through which UN Global Compact policies, strategies and activities are developed. The Executive Director (ED) is the most senior employee



of GCO and reports directly to the Secretary General and Deputy Secretary General of the United Nations. The ED may at his or her discretion delegate any and all duties related to GCLN collaboration to relevant staff members, keeping all GCLNs fully updated on division of responsibilities.

Hosted GCLN: refers to a GCLN that is hosted by a Hosting Organization.

Hosting Organization: an existing organization (e.g. UN agency, university, business association) that on an ongoing basis provides the services of a legal entity to a Hosted GCLN and/or employs staff for the GCLN Secretariat including the GCLN ED in the event that the GCLN Secretariat is unable to employ its own GCLN ED and staff due to legal and regulatory restrictions applicable under the laws and regulations of the country in which the GCLN operates. In many cases, the Hosting Organization may provide additional services such as administrative and/or logistical services for the GCLN, for example by managing financial accounts and reporting for the GCLN, by providing office space and meeting room, and other forms of financial or in-kind support for the GCLN. However, only providing such additional services does not constitute grounds for becoming a Hosting Organization.

Independent Legal Entity: refers to a charity, foundation or association or other type of independent legal entity that is independently legally registered under the laws of the country where it operates.

Independent GCLN: refers to a GCLN that is run or hosted by a charity, foundation or association or other type of independent legal entity that has been established with the sole purpose of hosting the GCLN Secretariat and that is able to hire the GCLN ED and staff, without any legal or regulatory restrictions. If the GCLN is not subject to any legal or regulatory restrictions in hiring the GCLN ED and staff under the laws and regulations of the country in which it operates, it will be considered as an Independent GCLN even if it does not hire its own GCLN ED and staff.

Local Network Exchange Programme: refers to opportunities where select Local Networks would be matched with hosting Networks or GCO HQ for an extended in-house multi-day or week exchange and learning program aimed at capacity building and knowledge exchange.

Local Network Hub: is a centralized intranet for UN Global Compact and Global Compact Local Network staff that serves as the primary repository for shared information, collaboration and internal communications among the UN Global Compact and its Networks.

Participant: refers to an organization that has joined the UN Global Compact and is provided with access to the range of events and activities organized by the UN Global Compact.

Regional Network Councils: regional councils representing the six regions (Africa, Latin America and the Caribbean, Asia and Oceania, Western Europe and North America, Eastern Europe and the Middle East) composed of all GCLN EDs and supported by regional liaisons from the GCO with a view to allow GCLNs to come together online or in person regularly to discuss UN Global Compact matters.

UN Country Team: the UN's highest level inter-agency coordination and decision-making body in a specific country. It is led by the United Nations Resident Coordinator, the designated representative of the UN Secretary General in a specific country.

Unified Sharing Model: outlines the policies for required annual financial contributions by participating companies as well as the sharing arrangement between the Foundation and the GCLN. The specifics of the business model as it pertains to each GCLN is included in the Agreement with the Foundation.



I. Governance

A. Statutes and Membership

Requirements:

Statutes

1. GCLNs shall have a set of formal statutes that lay out the governance structure of the GCLN and define the roles and responsibilities of all relevant actors representing the GCLN.
2. The statutes shall be adopted by the GCLN General Assembly and may only be amended by the GCLN General Assembly.
3. For new and re-launching GCLNs, the statutes must be approved by the GCO prior to the launch.
4. GCLNs shall include information regarding their governance structure on their website, clearly stating their status as self-governing entities working closely with the GCO in accordance with a Memorandum of Understanding.

Membership

5. GCLNs shall only have member organizations that are formally Participants and non-business members of the UN Global Compact signed up through the official application process or subsidiaries of organizations that are Participants. Subsidiaries that wish to actively engage with the UNGC and/or the Local Network should formally join through the online application.
6. In the event that the GCLNs implement an additional process for offering GCLN membership to Participants of the UN Global Compact, such process shall be specified in their statutes and GCO is to be consulted prior to implementation of such additional processes.
7. All Participants with annual revenues ≥ 50 million USD as well as subsidiaries of Participants shall be able to join their respective Local Network in the country in which they are headquartered without making an additional financial contribution to the Foundation. However, additional fees for special services and activities as well as opportunities for sponsorship may be applied by the GCLN, as determined by the GCLN Board. Fees associated with specific projects shall be time-bound with clear deliverables and not constitute an on-going commitment.
8. Each Local Network can decide whether a) Participants with annual revenues < 50 million USD, b) non-business participants, and c) subsidiaries of Participants will need to pay a fee for GCLN membership or for having access to the activities of the GCLN. Payment of such local fee shall be considered mandatory and non-payment may result in delisting per the standard delisting policy if so recommended by the GCLN. Such fee shall be annually disclosed by the GCLN to the Foundation in the Foundation-GCLN Agreement.
9. Upon fulfilling any such requirement for a financial contribution, all these types of organizations should be able to join as members. To support recruitment efforts, other companies and organizations can be invited to join individual GCLN events and activities, but they cannot be members of the GCLN and enjoy the full range of membership benefits until and unless they become Participants. Activities open to non-UN Global Compact members should be time-bound with the specific objective of recruitment and not constitute an ongoing commitment.

Business Model

10. GCLNs must fully align with the Unified Sharing Model and adopt the necessary policies and procedures to be



able to collaborate with the Foundation on collecting and sharing financial contributions from Participants. Details regarding the Unified Sharing Model as it pertains to the individual GCLN are laid out in the Foundation-GCLN Agreement.

Recommendations:

1. GCLNs are encouraged to follow the template provided by GCO for its statutes found on the E-Ops section of the Local Network Hub (Governance module).

B. Global Compact Local Network General Assembly and Board of Directors

Requirements:

General Assembly

1. The GCLN General Assembly must be recognized as the highest authority of the GCLN, allowing members to raise and discuss issues of relevance to the GCLN and its members, thus providing direction and feedback to the GCLN Secretariat and GCLN Board. GCLNs shall share their activity report, annual work plan, financial report and financial statement with the General Assembly and ensure members are kept up-to-date on the latest initiatives of the GCLN.
2. A meeting of the GCLN General Assembly must be convened at least once every year. It can be convened as an in-person meeting, by phone or online, whichever is outlined in the GCLN statutes or decided by the GCLN Board.
3. All members of the GCLN shall be invited and encouraged to attend meetings of the GCLN General Assembly and have full voting rights.
4. GCLN Statutes shall specify what constitutes a quorum in order for the General Assembly to take place as well as outline mechanisms for decision-making and voting.

Board Composition

5. A GCLN shall have a dedicated Global Compact Local Network Board of Directors that provides oversight of the GCLN Secretariat with respect to the strategy, activities, and finances of the GCLN.
6. All Directors on the GCLN Board shall be elected or approved by the GCLN General Assembly.
7. At least 50% of Directors shall at any time represent businesses or business associations or in other ways represent the business community (e.g. Independent Directors with significant experience in the private sector).
8. An employee of a company that is (a) not a UN Global Compact Participant or (b) a UN Global Compact Participant not in good standing (i.e. not holding an Active status due to failure to submit an annual Communication on Progress or make the required financial contribution on time) shall not be on the GCLN Board. GCLN shall have 1 month to complete the removal process of such member from the Board.
9. While the Board is largely composed of individuals representing participating companies and other organizations, the GCLN can decide to allow for Independent Directors which are defined as individuals that do not represent a particular company or organization (e.g. government representative, etc.).
10. One or more seats on the GCLN Board may be reserved for specific types of entities (e.g. Hosting Organization, the national government, the UN Country Team or the GCO), but the individuals representing such organizations shall also be subject to election or approval by the GCLN General Assembly, with the exception of the GCO and the UN Country Team who will have observer/advisory status on the Board and not count as a

voting Board Director.

11. The GCLN ED may join the GCLN Board as an ex-officio member. If the GCLN ED is a (ex-officio) member of the GCLN Board, he or she shall recuse himself or herself from discussions and decisions that may create a conflict of interest, including with respect to ED performance and remuneration.
12. The GCLN ED shall not have any voting rights during GCLN Board meetings.
13. The GCLN Board shall at any time have representation from at least one non-business organization. In situations where this is not legally permitted or for any other reason not possible, the GCLN shall formalize other opportunities for non-business organizations to provide input to GCLN decision-making.
14. In countries with a United Nations Resident Coordinator (RC), the GCLN shall reserve a seat on the GCLN Board for the RC or another UN representative recommended by the RC. In situations where it is not legally permitted or for any other reason is not possible, the GCLN shall with support from GCO seek other ways to formalize a close collaboration with the RC and UN organizations in the country (e.g. through a partnership agreement or by engaging the RC in an honorary role).
15. The RC and other individuals representing the UN or GCO shall not have voting rights and shall only be a member of the GCLN Board as an observer or in an advisory role, with the primary objective of securing alignment with UN priorities and goals.
16. GCLN Boards shall aim to achieve diversity in their composition with respect to gender (in line with the Women's Empowerment Principles), skills, expertise, experience, ethnicity, and other factors, by setting diversity and inclusion targets for the Board.
17. GCLN Boards should also aim for diversity in terms of representation from large vs. small companies and from different types of non-business organizations, including civil society, labor organizations, and academic institutions.

Board Nomination Process

18. During the GCLN Board nomination process, GCLNs shall give consideration to potential conflicts of interest of nominees or the organizations that they represent, including but not limited to conflicts of interest of a personal, financial, or political nature, as well as to their reputation among peers and civil society organizations in terms of upholding the commitment to the Ten Principles.
19. GCLN statutes shall clearly define specific procedures for nominations and elections to the Board, the maximum term of service, number of terms to be served and the process to fill vacancies on the Board including in cases where the individual representing the elected organization has left the organization itself as well as when the organization elected has left the Board. This includes clear indication of the maximum term of Directors as well as the process for re-appointment (if applicable).
20. In case the GCLN statutes set out that a list of candidates shall be submitted for the Board nomination, the GCLN shall discuss this requirement with GCO in advance.
21. At least 14 days before a list of nominations is finalized and presented to the General Assembly, the GCLN Secretariat must inform GCO, allowing GCO to check whether it has engaged with any of the candidates under its Integrity Measures, and thus allowing GCO to make this known to the GCLN in due time. This process shall also apply in cases where an advisory committee or a group of GCLN ambassadors is established (refer to B-1 under Recommendations).

Chair

22. The GCLN Board shall elect one of its Directors to be the GCLN Board Chair who shall preside over meetings

of the Board.

23. The GCLN ED shall not be elected as the Chair.
24. GCLN statutes shall clearly define the maximum term of the Chair as well as the process for re-appointment (if applicable).
25. An officer of the Hosting Organization shall not be appointed as the Chair of the Board of a Hosted GCLN.

Meeting Minutes

26. The minutes of the GCLN Board meetings shall be maintained by the GCLN and circulated after each Board Meeting for approval by the GCLN Board.

Board responsibility and Oversight

27. Next to the GCLN General Assembly, the GCLN Board shall have the highest authority in relation to the governance of the GCLN. Elected by the GCLN General Assembly, the GCLN Board shall be responsible for setting the goals, strategy, budget and values of the GCLN, as well as overseeing the work of the GCLN Secretariat.
28. The GCLN Board upon majority vote shall have the power to appoint and dismiss the GCLN ED.
29. The GCLN Board shall have overall oversight over management of funds by the GCLNs.
30. The GCLN Board shall ensure that the GCLNs operate in full accordance with the QSs.

Recommendations:

1. The GCLN Board should have 7-9 members.
2. GCLN should publish an open call for nominations of members to the GCLN Board and a selection committee should be established as part of the Board to maintain a matrix of skills for Board Directors and manage all Board vacancies.
3. In cases where the GCLN Board is not composed of high-level representatives, GCLNs should explore other ways to engage C-suite level business people in their activities, including for example in an honorary or advisory capacity.
4. In countries where there is no United Nations Resident Coordinator (RC), GCLNs are strongly encouraged to reserve a seat for another UN representative. In such cases, the individual nominated would be subject to approval by the GCLN General Assembly. Alternatively, the GCLN is encouraged to, with support from GCO, seek other ways to formalize a close collaboration with UN organizations in the country such as through a partnership agreement or by engaging a UN representative in an advisory or honorary role.
5. All GCLNs are welcome to reserve a seat for a GCO representative to join the GCLN Board as an observer and are encouraged to do so right after the launch or re-launch of the GCLN or in situations where stronger alignment between GCLN and GCO is deemed necessary by the GCLN.
6. The Chair should not be an Independent Director and should represent a UN Global Compact Participant.
7. The Directors should be eligible for 2 consecutive re-elections after the initial election, and the total term of a Director should be no more than 6 years.
8. The Chair should be eligible for 2 consecutive re-elections after the initial election, and the total term of a Chair should be no more than 6 years.



C. Hosting Arrangement and GCLN Secretariat

Requirements:

Hosting Arrangement

1. The GCLN Board shall decide, if the GCLN will (continue to) benefit from being hosted by one or more Hosting Organizations. The decision to engage a new host for the GCLN requires the approval of both the GCLN Board and the GCO. New Agreements between (a) the GCLN, the Hosting Organization(s) and the GCO and (b) the GCLN, the Hosting Organization(s) and the Foundation shall be entered into in order for any changes to the hosting arrangement to come into effect.
2. GCLNs should not be hosted by a for-profit organization, unless the organization does not have commercial relations, and does not seek to have commercial relations, with members of the GCLN. Regardless of the hosting arrangement, GCLNs can engage in partnerships or contractual relationships with for-profit organizations relating to the provision of specific services.
3. GCLN may decide to welcome in-kind contributions from both for-profit and non-for-profit organizations, including for example in terms of occasional access to office space or meeting rooms, but proper caution should be exercised in terms of what may constitute a reputational risk for GCLN and the broader UN Global Compact.
4. GCLNs shall not be hosted by organizations that at the same time run other business membership initiatives where the primary focus is the promotion of corporate sustainability, similar to the mission of the UN Global Compact.
5. The Hosted GCLNs shall, in close consultation with the GCLN Board and the GCO, develop a plan with clear milestones and timelines, to become Independent GCLNs that hires their own GCLN ED and staff.
6. The Hosted GCLN and the Hosting Organization shall enter into an agreement which, inter alia, shall state the nature and scope of hosting services provided to the GCLN by the Hosting Organization.
7. Support services such as administrative and/or logistical services, managing financial accounts and reporting, providing office space and meeting rooms, or financial or in-kind support, etc. shall not be considered as hosting services in cases where the GCLNs do not have strategic and operational dependence on the Hosting Organization in the form of legal and/or staff employment services. The GCLN and the Hosting Organization shall enter into an agreement to state the nature and scope of such support services.
8. Any material change in the legal status of the GCLNs including registration of the GCLN as independent entities under local laws shall require prior approval of the GCO and shall be done in close consultation with the GCO.
9. In the event that the GCLN requires founding members in order to register under local laws, such founding members shall be Global Compact Participants.
10. Upon prior approval from the GCO, the roles, responsibilities and privileges of the founding members, if any, shall be set out in the GCLN Statutes.

GCLN Secretariat

11. GCLNs shall have a GCLN ED responsible for leading the GCLN Secretariat.
12. The highest executive of the Hosting Organization shall not also be the GCLN ED.
13. The GCLN ED shall be subject to oversight by the GCLN Board and shall report to the GCLN Board (and not to anyone within the GCLN's Hosting Organization) on all matters related to the GCLN.



14. The GCLN Secretariat shall, as requested by the Board, provide the Board full access to relevant information about the GCLN, including on financial matters.
15. Any new GCLN ED must be appointed or approved by the GCLN Board.
16. Further, the GCLN Board shall have the authority at any time to determine whether the GCLN ED shall be replaced (subject to the specific employment contract and local employment laws).
17. While the decision is for the GCLN Board alone to take, the GCLN Board shall, when recruiting a new GCLN ED, submit to GCO the CV(s) of top candidate(s) promptly so as to allow GCO to share relevant information or recommendations with the GCLN Board, before its final decision is made.
18. While the decision is for the GCLN Board alone to take, the GCLN Board shall, when terminating the employment of a GCLN ED, inform GCO of such decision and where permissible under applicable law, inform GCO of the reason for such termination in advance, before its final decision is made.
19. Local Network Secretariat staff positions can be filled by a Participant (business or non-business) secondment so long as i) the duration of the secondment has been clearly defined in a written agreement, and ii) the secondee exclusively reports to the GCLN ED (or someone assigned by the ED to be the supervisor) for the duration of the secondment. A business or non-business organization is not by virtue of providing a secondee considered a Hosting Organization for the GCLN.
20. GCLN Secretariat shall aim to achieve diversity in their hiring processes with respect to gender (in line with the Women's Empowerment Principles), skills, expertise, experience, ethnicity, and other factors, by setting diversity and inclusion targets in the human resources.

Recommendations:

1. Hosting organizations of GCLNs should, if eligible under the UN Global Compact joining criteria, themselves be Participants of the UN Global Compact.

D. Roles and Responsibilities

Requirements:

Terms of Reference

1. The GCLN shall have written Terms of Reference (TOR) for all Directors on the GCLN Board, clarifying duties and responsibilities. The TOR for Directors may also be outlined by the statutes.
2. The TOR for all Directors shall provide that i) in discharging their duties, Directors must at all times act in good faith and in the best interests of the GCLN (not their individual interests or the interests of their own organization) and that ii) no Director can use his or her position to promote the commercial or political interests of the organization he or she works for.
3. The GCLN shall have a written TOR for the GCLN ED, clarifying duties and responsibilities. The TOR for the GCLN ED may also be outlined by the statutes.
4. The TOR for the GCLN ED shall provide that the GCLN ED manages other GCLN Secretariat staff and is ultimately responsible for execution of the GCLN strategy, for participant communications, support for GCLN Board and General Assembly, and for maintaining good lines of communication with GCO. The GCLN ED must at all times act in good faith and in the best interest of the GCLN.
5. The GCLN ED and Board Chair can represent the GCLN within the UN Global Compact as well as externally



vis-à-vis companies, governments, media and others and speak on behalf of the GCLN. Permission for others to act and speak on behalf of the GCLN must be authorized by the GCLN ED and/or the Board Chair.

6. The GCLN ED shall not provide employment or consultancy services to other entities and shall work only for the GCLN.
7. GCLN EDs should not be hired through a for-profit organization, unless the organization does not have commercial relations, and does not seek to have commercial relations, with members of the GCLN.
8. The GCLN shall have written TORs for GCLN staff, clarifying duties and responsibilities.

Conflicts of Interest

9. The GCLN Board shall maintain a conflict register of any conflicts of interest from (i) Directors, (ii) the GCLN ED and (iii) staff of the GCLN Secretariat, and seek guidance from GCO where conflicts of interest risk undermining the interests or brand of the GCLN or the broader UNGC.

Due Care

10. Each GCLN shall have its own appropriate procedures to respond to a situation where a Director on the GCLN Board or the company it represents is involved in an incident that could become a reputational risk to the GCLN or the broader UN Global Compact.

Values and Behaviors Model

11. GCLNs shall align with “The UN Global Compact Way Values and Behaviors Model,” for example by reflecting the values and behaviors across relevant human resources policies and procedures including in TORs for GCLN Secretariat staff and Board Directors.

Labour and Human Resources Policies and Practices

12. GCLNs shall have a clear labour and human resource policy aligned with national labor laws and regulations, and taking into account international good practices setting out GCLNs’s policies on diverse hiring practices, non-discrimination at work place, fair wages, leave policy and employee grievance mechanisms.

Recommendations:

1. The GCLN Board should require that the GCLN ED has the following minimum qualifications:
 - Strong communication and interpersonal skills
 - Experience from the business sector and good ties with the business community
 - Experience in strategic planning and implementation
 - Experience in project management
 - Experience in corporate sustainability
 - Experience in managing a team effectively
2. The TOR for Board Directors should include language to ensure that Directors commit adequate time to their Board duties.
3. GCLN Boards shall seek to operate on a consensus decision-making model, reserving formal voting only when absolutely necessary.
4. The GCLN is encouraged to use the template provided by GCO for the TOR of the GCLN ED and for the Directors on the GCLN Board.
5. Performance evaluations of both GCLN Secretariat staff and Board Directors should be run annually.

II. Management

A. Strategic Planning and Reporting

Requirements:

Value Proposition and Work Plans

1. GCLNs shall develop, regularly update and publish a document in English that outlines the value proposition (Value Proposition Flyer) that the GCLN offers its members as an integrated part of the broader UN Global Compact value proposition. For GCLNs that are hosted by other organizations, this document must outline the value proposition specifically and exclusively for members of the GCLN.
2. GCLN shall develop and submit to GCO an annual work plan that at a minimum includes planned activities for the year. GCLN shall upload the annual work plan on the Local Network Hub.
3. The GCLN shall, while developing the work plan, consult with GCO, allowing GCO in due time to provide input and suggestions based on global priorities and programs.
4. The annual work plan shall be approved by the GCLN Board and shared with all members through, for example, the GCLN website. If a full English translation of the annual work plan is not readily available then a high-level summary in English is required.
5. For GCLNs that are hosted, the annual work plan shall be developed and implemented separately from the annual work plan of the Hosting Organization.

Budget, Invoicing and Audited Financial Statements

6. For GCLNs that are hosted, the annual budget shall be prepared and maintained separate from that of the Hosting Organization.
7. GCLNs shall keep proper books of record and account in which full, true and correct entries are made of all financial dealings and transactions.
8. GCLNs shall, within four months from the end of the fiscal year, produce and submit to GCO annual financial statements in English that specify the income and expenses and that are independently audited by a 3rd party with relevant accounting qualifications.
9. For GCLNs that are hosted, audited statements shall clearly indicate income and expenses for the GCLN separate from those of the Hosting Organization.
10. Financial statements shall be approved by the GCLN Board and/or GCLN General Assembly and shared with all members.
11. GCLNs shall use the guidance and templates provided by the Foundation for preparing their quarterly contribution reports.
12. GCLNs should annually produce and share with all members through, for example, the website an activity report that provides any information about activities, outcomes and impact that the GCLN deems important to communicate to its members and other stakeholders. GCLN shall upload such activity reports on the Local Network Hub.

Recommendations:

1. GCLNs are encouraged to use the templates provided by GCO for the annual work plan, value proposition, impact stories and Local Network exchange as set out on the Local Network Hub.

2. GCLNs are encouraged to use the templates and guidance provided by the Foundation for preparing their annual budget and financial statements.

B. Communication and Engagement

Requirements:

GCLN Updates

1. GCLNs shall provide quarterly updates to GCO on participant engagement and communication with a view to allow the GCO to aggregate and communicate to the UN Global Compact Board, UN, governments and other stakeholders about progress made across the initiative. In addition, GCLNs shall at least on a semi-annual basis, share examples of key events and initiatives on the Local Network Hub. All entries on the Local Network Hub shall be submitted in English.
2. GCLNs shall annually respond to a request from GCO for more comprehensive information about activities, partners and outcomes, with a view to allow the GCO to aggregate and communicate to the UN Global Compact Board, UN, governments and other stakeholders about progress made across the initiative.
3. GCLN shall develop and agree with GCO annual growth (recruitment and retention) targets and a growth activity plan. Such a plan shall be developed in consultation with the Participant Engagement Team, as part of the annual strategic planning process.

Ongoing Communication

4. GCLN ED and other relevant staff are required to stay up-to-date on news and information from GCO, and to respond to communications and consultations from GCO, including through the following channels:
 - Regular updates from GCO provided through the Local Network Hub and monthly updates sent by email;
 - Participation in the Annual Local Network Forum and Regional Meetings;
 - Participation in the meetings of the Regional Network Councils; and
 - Quarterly check-ins with GCO contact point with a view to review experiences from GCO-GCLN collaboration and discuss future adjustments and priorities.
5. All new GCLN EDs shall All new GCLN EDs and Board Directors shall participate in an in-person or online Onboarding session facilitated by the respective GCO Regional Manager as well as complete the online modules related to “Onboarding”, “Values and Behaviours”, “Human Resources”, “Integrity”, “Governance” and “Financial Management” available in the E-Ops section of the Local Network Hub.

Updating Core Information

6. GCLNs shall ensure that their statutes are made available in English and kept up to date via the Local Network Hub.
7. GCLNs shall keep up to date the list of (i) Directors on the GCLN Board, (ii) GCLN staff members, and (iii) the GCLN ED on the Local Network Hub and promptly notify GCO of LN staff changes when they occur.
8. GCLNs are required to disclose the LN membership fee, if any, charged from Participants with annual revenues <50 million USD b) non-business participants, and c) subsidiaries of UN Global Compact Participants, in the GCLN- Foundation Agreement, the written agreement between the Foundation and the GCLN.
9. GCLNs shall determine the annual exchange rate with USD and set it out in the Foundation-GCLN Agreement.
10. GCLNs are required to collaborate with GCO on keeping participant data up-to-date, on participant communications as well as on recruitment of additional Participants. Details are to be outlined in strategies for

collaborative recruitment and participant relations developed in consultation with GCLNs.

C. Integrity and Branding

Requirements:

Integrity Measures

1. GCLNs are required to help uphold the integrity of the UN Global Compact, including through the following responsibilities:
 - Maintain the highest ethical standards at all times for the GCLN itself across all GCLN staff.
 - Ensure GCLN is up-to-date and aligned with UN Global Compact integrity policies and practices, including by completing the E-Ops modules on the Integrity page.
 - When requested by GCO, provide input to due diligence screenings of new and current Participants according to specific guidelines.
 - Alert GCO of concerns raised by a third party or in multiple mainstream media sources regarding Participants from the GCLN country that are under investigation by the public authorities or have been found guilty of or have admitted to egregiously or systematically abusing the Ten Principles. Provide input during the proactive engagement including potentially by following up with an in person dialogue, subject to the capacity of the Network, and/or checking the company's COP to ensure that issues are addressed transparently, if a request has been made to the company in question.
 - Provide input to a dialogue facilitation process (for additional information see Integrity Measures) (i.e. any information that the network has or can easily obtain from articles and other resources in the local language about the matter and the parties to the dispute, details about previous/current engagement with the company involved on the issue at hand) when it involves a Participant from GCLN country or the matter in question has occurred in the GCLN country.
 - Conduct a due diligence screening of candidates for high-level engagement opportunities, including Board members, speakers, sponsors, local winners of the SDG Pioneers and short-listed candidates, partnerships etc. according to specific GCO guidelines.

GCLN Logo and Branding

2. The GCLN acknowledges that the UN Global Compact name and logo are the exclusive property of the GCO. The UN Global Compact logo and its variants are registered with the World Intellectual Property Organization and are protected worldwide under Article 6ter of the Paris Convention for the Protection of Industrial Property.
3. The GCLN name and logo shall not be featured in any communications or at any events so as to suggest or imply that the GCLN is part of the initiative/programme offered by the Hosting Organization. Communications shall use the GCLN name and logo in such a way that the communication shall be understood as coming from the GCLN, and not from the Hosting Organization. Communications to Global Compact Participants shall not be sent through Hosting Organization's email addresses or through 'generic' email addresses such as those provided by Gmail or Yahoo. This provision should be upheld and safeguarded by all GCLN Secretariat staff including secondees.
4. GCLN shall use only GCLN email addresses and other channels owned and controlled by the GCLN to communicate on behalf of the UN Global Compact.
5. GCLN shall follow GCO's guidelines in relation to the logo and branding use, including but not limited to the format, design and style. The GCO reserves the right to monitor the logo and branding usage by the GCLN and ultimately revoke any such usage by the GCLN in case of violations of the terms and guidelines of such usage.
6. The GCLN shall only use the Network logo provided by GCO and may not under any circumstances alter the appearance of the logo, including but not limited to, the text, size, shape, or color. GCLNs shall not modify in



any way or use elements of the GCLN logo to create a different logo.

7. The name and logo provided to the GCLN shall only be used for official Network purposes and not by GCLN members. Permitted uses of the logo by the GCLN Secretariat staff include, without limitation:
 - At an event, forum or conference organized, sponsored by or involving the GCLN;
 - On business cards of GCLN staff members and representatives;
 - On the official GCLN website; and
 - On the GCLN letterhead and in GCLN emails or other communications with the GCLN's members.
8. Titles of GCLN's staff, Board Directors, and/or other appointees, including members of any GCLN working groups or committees, shall refer solely to the name and logo provided by the GCO to the GCLN under the GCO-GCLN Agreement. If the individual has been hired by a UN entity, his/her title can refer to the appropriate UN entity.
9. As of 1 January 2018, the use of the GCLN Endorser Logo (as defined in the 2017 MOUs signed with Local Networks) has been discontinued. GCLNs are to suggest use of the UN Global Compact Endorser Logo (defined in the UN Global Compact Logo Policy available on the UN Global Compact website) among Participants to make publicly visible their commitment to the UN Global Compact and inform the GCO of any instances of logo misuse in accordance with the UN Global Compact Logo Policy available on UN Global Compact's website.
10. The GCLN shall refer to and be bound by the UN Global Compact Logo Policy on the UN Global Compact website and the Local Network's Alignment with UNGC Name and Branding Policy on the Local Network Hub. The GCLN is required to post on its website the most updated version of the UN Global Compact Logo Policy which explains the permitted and prohibited uses of the initiative's logos.

Privacy and Data Protection

11. GCLNs shall implement appropriate policies and measures to comply with national personal data protection laws and put in place appropriate data compliance and security measures.
12. GCLNs shall implement appropriate policies and measures to use data related to Participants solely for the activities of the GCLN. Any representative of the GCLN Board or Secretariat is prohibited from copying, duplicating, disclosing, modifying, disposing or using such data for individual commercial, promotional or solicitation purposes.
13. GCLNs shall designate authorized representative(s) to manage and maintain official records of data related to Participants. When such representative's employment with the GCLN ends, he/she shall promptly return all originals and copies of such data to the GCLN.

Written Notice

14. The GCLN shall provide GCO prompt written notice with the inclusion of details of any event, any developments, and any actions taken in the case of any of the below:
 - the reasonable belief of the GCLN of the occurrence of any breach of the Quality Standards;
 - filing of commencement of any action, suit or proceeding against or affecting the GCLN; or
 - any other development that, in the opinion of the GCLN, results in, or could reasonably be expected to result in, a material adverse effect on the GCLN including any human resources issues or any internal conflicts of interest.

Recommendations:



United Nations
Global Compact

1. GCLNs should for all communications, including resources for events and activities, ensure full alignment with UN Global Compact design and branding guidelines.



United Nations
Global Compact

ANNEX-II

Foundation-GCLN Agreement

(Attached by reference)