

**OFFICER’S CERTIFICATE  
AMENDED AND RESTATED MEMBER AGREEMENT**

The undersigned certifies that he is the President and CEO of **JA Worldwide, Inc.**, a nonprofit corporation formed under the Delaware General Corporation Law (“*JA Worldwide*”), and that, as such, the undersigned is authorized to execute this certificate on behalf of JA Worldwide and further certifies that (i) the Amended and Restated Member Agreement attached hereto as Exhibit A (consisting of thirteen (13) pages) was duly adopted and approved by the Board of Governors of JA Worldwide at its meeting on June 28, 2022, subject to an affirmative vote of the Members, which was duly completed on September 15, 2022, thereby adopting and approving the Amended and Restated Member Agreement, effective as of October 1, 2022; and (ii) the Operational Framework attached hereto as Exhibit B (consisting of twenty (20) pages) was duly adopted by the Board of Governors of JA Worldwide, effective June 28, 2022.

Dated: October 1, 2022



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Asheesh Advani,  
President and CEO, JA Worldwide

**EXHIBIT A**  
Amended and Restated Member Agreement

## AMENDED AND RESTATED MEMBER AGREEMENT

**THIS AMENDED AND RESTATED AGREEMENT** is effective as of October 1, 2022.

**BETWEEN:** JA WORLDWIDE, INC., (“JA Worldwide”), a tax-exempt nonprofit corporation incorporated under the laws of the State of Delaware, USA, and having its principal address at 131 Dartmouth Street, 3rd Floor, Boston, Massachusetts, United States of America;

and

Each of the REGIONAL OPERATING CENTERS (together “ROCs” and, individually, a “ROC”) of JA Worldwide, details of which are as follows:

- In the United States of America, JUNIOR ACHIEVEMENT USA, (“JA USA”), a tax-exempt not-for-profit incorporated under the laws of the state of Colorado, USA.
- In Europe, JA EUROPE (“JA Europe”), a not-for-profit association established in Brussels, Belgium.
- In Middle East North Africa, INJAZ AL-ARAB JA MENA (“INJAZ Al-Arab JA MENA”), currently established as a division of JA Worldwide.
- In Africa, JA AFRICA (“JA Africa”), a tax-exempt not-for-profit incorporated under the laws of the State of Delaware, USA.
- In the Americas, JA AMERICAS (“JA Americas”), currently established as a division of JA Worldwide.
- In Asia Pacific, JA ASIA PACIFIC (“JA Asia Pacific”), currently established as a division of JA Worldwide.

and

The MEMBERS (together “Members” and individually, a “Member”), being each of the organizations that accedes to this Agreement by executing an Accession Notice in the form acceptable to JA Worldwide and the Member and having its details entered in the Register of Members.

### WHEREAS

- JA Worldwide, the ROCs, and the Members collectively make up the “JA network” and have agreed to enter into this Agreement (in succession to all earlier operating agreements) for the purpose of more clearly defining the shape, structure and governance of the JA network, and the roles and responsibilities of JA Worldwide, the ROCs, and the Members in furthering the JA mission as set out in this Agreement.
- JA Worldwide is governed by a self-perpetuating Board of Governors (the “JA Worldwide Governors”) charged with a fiduciary responsibility to ensure that the JA mission is carried out effectively through its global headquarters, the ROCs, and the Members.

- JA USA self-sustaining and governed by a self-perpetuating Board of Directors charged with fiduciary responsibility for the US national office and oversight of the local geographic areas within the United States of America. JA USA is in a unique position. It is a self-sustaining ROC, but none of the local JA organizations in the US region are Members. Also, JA Worldwide devolved from JA USA of which it used to be a part. JA USA accordingly already has in place license agreements with JA Worldwide and operating agreements and policies and procedures which govern its arrangements with the individual JA organizations across the United States (the “JA USA Agreements”). Accordingly, JA USA is a party to this Member Agreement only as a ROC without any Members in its region, pursuant to an Accession Notice consistent with this unique role in the JA network. In the event of any conflict of inconsistency with the terms of the Member Agreement and the Policies and Procedures applicable to the USA, the Accession Notice and the JA USA Agreements will prevail.
- JA Europe is self-sustaining and a member organization governed by a Board of Directors elected by and accountable to the Members in Europe. Accordingly, JA Europe has in place an operating agreement with JA Worldwide that supplements this Agreement.
- JA Africa is governed by a fiduciary Board of Directors comprising JA Worldwide officers and is dependent on JA Worldwide. It falls within the fiduciary responsibility of the JA Worldwide Governors but with a separate local advisory Board of Directors, which provides strategic direction and funding support in the Africa region.
- INJAZ Al-Arab JA MENA, JA Americas, and JA Asia Pacific (as, currently, divisions of JA Worldwide) are all dependent on JA Worldwide and fall within the fiduciary responsibility of the JA Worldwide Governors, but with separate local advisory Boards of Directors that provide strategic direction and funding support in the relevant region.
- Each Member is incorporated in its local jurisdiction on a not-for-profit basis and is subject to local laws and regulations and governed by its Board of Directors or similar body that has fiduciary responsibility and oversight in its geographic area.
- The JA network is dedicated to addressing the fundamental social and economic challenges of young people by preparing them for employment and entrepreneurship.
- The JA network strives for excellence in all that it does and, to achieve this, is dependent on a governance structure that is united but decentralized, serving simultaneously the local needs (of Members) and the global/regional needs (of the ROCs and JA Worldwide) Aligned and united around a common global mission with Members (through each Boards of Directors) able to drive strategies, objectives, and tactics that are appropriate for and responsive to the needs of local communities Under the leadership of and with co-ordination by JA Worldwide and the ROCs, leading a global brand.

**ACCORDINGLY, JA WORLDWIDE, ROCs, AND MEMBERS AGREE AND COMMIT AS FOLLOWS:**

**1. JA VISION, MISSION, AND CORE VALUES**

1.1 The vision of JA (“JA vision”) is a world in which young people have the skillset and mindset to build thriving communities. The mission of the JA network (“JA mission”) is to inspire and prepare young people to succeed in a global economy. Clause 2 sets out the priorities and roles of the Members, the ROCs, and JA Worldwide in making respective contributions to the fulfilment of the JA’s vision and mission.

1.2 JA Worldwide, the ROCs, and all Members of the JA network share and commit to live the following core values:

1.2.1 Believe in the boundless potential of young people.

1.2.2 Advocate for the impact of relevant, hands-on learning.

1.2.3 Teach principled, market-based economics and entrepreneurship that build a more sustainable world.

1.2.4 Approach our work with passion, honesty, integrity, and excellence.

1.2.5 Seek out diverse backgrounds, perspectives, and talents in our staff, volunteers, and boards to reflect the geographics and communities we serve.

1.2.6 Nurture the power of partnership and collaboration.

1.3 Members are “mission aligned” if they fulfil the following criteria:

1.3.1 Share in the intent of JA’s impact statement: JA prepares young people for employment and entrepreneurship.

1.3.2 Focus on young people; provide learning experiences at little or no charge; provide training for educators and volunteers; engage in dynamic partnerships with the business community.

1.3.3 Aspire to be recognized by businesses, educators, and policymakers as a leading organization.

1.3.4 Contribute to building the JA global brand through the JA Brand Guidelines.

1.4 JA Worldwide, the ROCs, and the Members work together to ensure that individuals and global organizations have the ability to fund and support the JA network.

## **2. JA GLOBAL NETWORK STRUCTURE**

2.1 The JA network is nimble and entrepreneurial with a bias toward action and against bureaucracy and indecision.

2.2 The JA network operates at three different but integrated levels: fixed (global), flexible (regional), and freestyle (local).

2.2.1 Members are at the heart of the JA network. Recognizing that educating young people in work readiness, entrepreneurship, and financial health is influenced by local conditions and, in particular, the linkage between the education system and the local labor market, each Member is responsible for developing and implementing its strategy, fundraising, and developing key relationships and the required infrastructure to support and sustain the JA mission in its territory. Although Members are expected to be mission aligned at all times, their ability to develop and implement strategies, objectives, and tactics that are appropriate and responsive to the needs of their communities and their need to observe requirements of a legal, regulatory, and/or fiduciary nature are paramount.

2.2.2 The ROCs are responsible for building self-sustaining and successful regional networks by:

- Developing, refreshing, and implementing (in consultation with the Members in their region) a regional strategy for furthering the JA mission in their region.
- Providing on-the-ground support and training for Members in their region.
- Fostering the sharing of best practice in their region.
- Facilitating the development and sharing of learning content and materials as appropriate in their region.
- Promoting and facilitating capacity building, impact measurement, marketing opportunities, and continuous improvement within their region.
- Providing (in consultation with the Members in their region) a variety of services, including fundraising, research, policy work, and organizing and branding regional events.
- Being an effective external and internal advocate and representative for their region and working closely with each other, under the leadership of JA Worldwide, to achieve the JA vision and deliver the JA mission on a global basis.

2.2.3 JA Worldwide is responsible for leading, developing, strengthening, coordinating, and promoting the JA network. In furtherance of this objective, JA Worldwide will:

- Work closely with each of the ROCs to ensure that the ROC is a strong, self-sustaining regional operating center that is trusted by and accountable to the Members in its region and JA Worldwide. JA Worldwide will provide, as reasonably necessary, strategic, logistic, and financial support.
- Provide leadership and support to the ROCs to facilitate sharing of best practice and the development of the JA network. This involves establishing Frameworks, Policies, Guidelines, and Processes and Procedures that ensure that JA Worldwide and the ROCs work closely together to fulfil their respective contributions to the JA mission.
- In consultation with the ROCs and Members, develop, refresh, and implement an overarching strategy for the JA network that is aligned with the regional strategies set by the ROCs.
- Providing instruction on a few fixed global brand requirements, along with tools for ROCs and Members to support the JA global brand.
- Subject to, and in accordance with, Clause 8, set standards for the JA Worldwide network and, with the assistance of the ROCs, monitor the good standing of Members.
- Organize and promote (in agreement with the ROCs and Members) global events for the JA network.
- Represent the JA Worldwide network and raise its profile with international organizations, policymakers, and the leaders of the international business, development, and education communities.
- Engage in research and thought leadership designed to reinforce the external profile of the JA Worldwide network.
- Understand and communicate to all stakeholders the impact of the JA network.
- Engage in global fundraising activities for the benefit of all Members.

- Act as custodian and licensor of the JA Brand.

2.2.4 More detailed provisions concerning the roles of JA Worldwide and the ROCs (and how they will be carried out) may, from time to time, be set out as Frameworks or in the Operational Framework as described in Clause 8.

### **3. JA WORLDWIDE GOVERNANCE AND ACCOUNTABILITY**

3.1 JA Worldwide is committed to being transparent in its communications, operations, and finances, and to serving, supporting and being accountable to the JA Worldwide Governors and the Members. It will seek feedback from Members on strategy and performance and establish criteria and procedures by which its performance can be assessed by Members. JA Worldwide, along with ROCs and Members, will comply with all applicable Frameworks and the Operational Framework as described in Clause 8.

### **4. MEMBER COUNCIL**

4.1 JA Worldwide has established an advisory body (the “Member Council”) with the objective of representing the views of Members on matters affecting the JA network and to assist JA Worldwide to communicate policy changes and to facilitate promotion and protection of the JA Brand. The Member Council is the principal forum for obtaining feedback from Members on budgets, prospective business plans, and performance of JA Worldwide. The Member Council is also consulted on any proposal (i) to amend or supplement the Operational Framework, (ii) to amend this Member Agreement, or (iii) to amend the basis of calculation of fees payable to JA Worldwide.

4.2 The Operational Framework contains detailed provisions concerning the appointment to and the governance and function of the Member Council.

### **5. MEMBER ENTITLEMENTS**

5.1 A Member in Good Standing (as defined in Clause 10) shall have the following entitlements:

5.1.1 To use the JA Brand (in accordance with the JA Brand Guidelines), and have access to content, tools, and resources associated with the global brand.

5.1.2 To access and use the JA Learning Experiences and JA Materials (in accordance with the Operational Framework).

5.1.3 To use the corporate identification line “A Member of JA Worldwide” (translated into primary language of the member country) and receive recognition as “A Member of JA Worldwide” on communication pieces, the JA Worldwide website, and other marketing collateral.

5.1.4 To be eligible for corporate grants that may pass through JA Worldwide and/or the ROCs.

5.1.5 To participate in competitions, activities, events conferences, and awards organized by JA Worldwide and/or ROCs.

5.1.6 To exercise the voting rights of a Member.

5.1.7 To access exclusive JA Worldwide global information, internal platforms, training, and resources, including best practices and success trends from within the JA Worldwide network.

5.1.8 To other benefits that may from time to time be made available to Members.

5.2 JA Worldwide may, in consultation with the ROC and subject to Clause 10, suspend the entitlements of a Member Not in Good Standing.

## **6. MEMBER RESPONSIBILITIES**

6.1 A Member shall have the following responsibilities:

6.1.1 To lead, develop, and strengthen the JA vision and mission in its geographic area and remain a Member in Good Standing.

6.1.2 To comply with the Operational Framework, other Frameworks, and associated guidance.

6.1.3 To establish, maintain, and keep appropriate records for, including minutes of meetings, a volunteer board of directors, which will meet at least twice a year and will be responsible for the management, financial soundness, strategic direction, and oversight of the Member.

6.1.4 To agree to on-site visits from the ROC in order to promote processes for capacity building, impact measurement, marketing opportunities, and continuous improvement.

6.1.5 To initiate and sustain funding and other support activities to further the JA mission in its geographic area.

6.1.6 To work with the ROC to support regional efforts on behalf of the JA mission.

6.1.7 To be not-for-profit, apolitical, and non-sectarian.

6.1.8 To pay the fees required to the ROC or JA Worldwide.

6.1.9 As permitted by the Operational Framework and/or License Agreement, conduct JA activities only within its geographic area.

6.1.10 To comply with all applicable local, national, and international laws.

## **7. CONTENT SHARING AND INTELLECTUAL PROPERTY**

7.1 Intellectual property is a valuable asset of the JA network and encompasses the creativity, ingenuity, and know-how of the JA network. JA Worldwide, the ROCs, and Members have a shared responsibility to protect and promote the JA Brand, JA Learning Content, and JA Materials (together "JA Properties"), and the Operational Framework includes Intellectual Property Guidelines in support of compliance. Further clarification of what is meant by the terms JA Brand, JA Learning Content, and JA Materials will be found in the Operational Framework. In particular, they include brand, learning content, events, and other materials developed and owned by any Member but, in the case of a Non-Originating Member (see Clause 7.5 below), only to the extent that, and for so long as, they are being shared by such Non-Originating Member with JA Worldwide, a ROC, or other Members through JA Worldwide. Once they cease to be so shared (for example, on the termination of such Non-



Originating Member's membership of the JA Worldwide network for any reason), they cease to be part of the JA Properties.

- 7.2 Each Member will enter into a License Agreement with JA Worldwide, in compliance with the instruction provided in the Operational Framework, pursuant to which JA Worldwide will, on the specific terms and conditions contained in the License Agreement, grant non-transferable, exclusive rights and licenses within that Member's geographic area to use certain of the JA Properties (subject in the case of JA Properties that originated with a Member and are shared with JA Worldwide, to the terms on which they are shared). Where a Member modifies or adapts a JA Property, all modifications, local adaptations, translations, or other derivative works of that JA Property shall, unless otherwise agreed, form and remain part of the JA Property from which it is derived.
- 7.3 The License Agreement will be based on the JA Worldwide License Agreement, with such adaptations as may be necessary to accommodate particular issues raised by or affecting the Member in question. Any License Agreement may be amended only by agreement between the relevant Member and JA Worldwide and, in the case of any inconsistency between the License Agreement and the Member Agreement (including the Operational Framework) the License Agreement shall prevail.
- 7.4 A Member who creates or originates its own learning content or materials which it uses or operates in parallel with JA Properties retains ownership of that property (subject only to Clause 7.6) and may make it available to other Members in accordance with the Operational Framework.
- 7.5 A Member will be designated as either a "Non-Originating Member" (a Member that existed with its own brand, learning content, and materials prior to first becoming a Member) or an "Originating Member" (a Member that came into existence under the sponsorship of JA Worldwide). Each Member shall agree with JA Worldwide into which category it falls and a note of that shall be entered in the Register of Members. The Accession Notice signed by all Non-Originating Members will be updated from time to time to reflect an inventory of all that Member's properties, including any such properties designated as JA Learning Content.
- 7.6 In the event that a Member ceases for any reason to be a member of the JA network then, in accordance with its License Agreement and the Operational Framework, such Member shall cease to be entitled to use the JA Properties and, in the case of an Originating Member, title to all properties of such Originating Member that do not comprise JA Properties shall pass to JA Worldwide. Non-Originating Members shall continue to retain ownership of and the right to use all properties that do not comprise, or that cease to comprise, JA Properties. In the case of any dispute as to whether a particular property is part of the JA Properties, the listing kept pursuant to Clause 7.5 shall, in the absence of manifest error, be conclusive.

## **8. OPERATIONAL FRAMEWORK**

- 8.1 The fixed elements governing JA Worldwide, the ROCs, and Members are referred to as the Operational Framework and are annexed to and form an integral part of this Member Agreement. JA Worldwide is responsible for maintaining the Operational Framework and ensuring that all information remains up-to-date and available to the ROCs and the Members. Members, the ROCs, and JA Worldwide shall comply with the Operational Framework.
- 8.2 JA Worldwide, ROCs, or Members may suggest amendments to the Operational Framework.

8.3 Proposed amendments to the Operational Framework shall first be subject to (i) consultation by each ROC with the Members in its region and (ii) consultation with the Member Council. JA Worldwide will only take a decision on whether to formally propose an amendment or supplement if, following such consultation, the ROCs and the Member Council recommend its adoption.

8.3 Amendments to the Operational Framework will come into effect only after approval by the JA Worldwide Governors.

8.4 The ROCs shall arrange to conduct audits to satisfy themselves that Members in their region are in compliance with Operational Framework. Where a Member fails the audit, JA Worldwide and the ROC may review whether the Member's Good Standing status will be affected.

## **9. MEMBER FEES**

9.1 Members pay fees for belonging to the JA network. Details of how the fees are calculated are included in the Operational Framework.

9.2 Unless otherwise approved by JA Worldwide, Members pay their fees directly to JA Worldwide.

9.3 Any proposal to change the basis of calculation of the fees payable to JA Worldwide shall be subject to an affirmative vote of Members. However, no such proposal shall be put to the vote of Members unless (i) the proposal is supported by ROCs representing regions that (on the basis of the fees payable to JA Worldwide in its most recent fiscal year) are responsible for at least 66% of the total fees payable to JA Worldwide, (ii) there has been prior consultation between each ROC and each of the Members in its region, and (iii) after taking into account the results of such consultation, the JA Worldwide Governors determine that the proposal should be put to Members.

## **10. GOOD STANDING**

10.1 Members are responsible for maintaining Good Standing at all times.

10.2 A Member is in Good Standing if it is meeting all the criteria for Good Standing set out in the Operational Framework.

10.3 JA Worldwide shall maintain a register of all Members Not Good Standing and publish that list to all Members quarterly.

## **11. ADMISSION TO, TERM, AND TERMINATION OF MEMBERSHIP IN THE JA WORLDWIDE GLOBAL NETWORK**

11.1 The Operational Framework sets out the process whereby JA Worldwide may admit new organizations to membership of the JA Worldwide network, but no new member will be admitted in the geographic area of an existing Member.

11.2 The term of membership of the JA Worldwide network shall commence on admission as a Member and continue until the date (the "Term Date") specified in the relevant Accession Notice or any earlier date on which membership is terminated under any provision of the Member Agreement. The Term Date shall be the date which is five years after the date of the relevant Accession Notice, which term will automatically renew for up to four (4) successive additional five (5) year periods,

unless (i) the Member is not in good standing on any renewal date or (ii) the Member or JA Worldwide elects not to renew for an additional term by giving written notice thereof at least 90 days prior to such renewal date. A member in Good Standing may renew its membership of the JA network on any Term Date subject only to the execution by JA Worldwide, the Member, and its ROC of an Accession Notice in the prescribed form. Failing renewal, the member's membership shall terminate with the same consequences as set out in Clause 11.5 (with the substitution of the Term Date for the date of dismissal).

11.3 JA Worldwide shall maintain an up-to-date register of members of the JA Worldwide network ("Register of Members"). The Register of Members shall include brief details of each Member, including:

11.3.1 The name and address of the Member.

11.3.2 The names and email addresses of the current Executive Director/CEO and Board Chair of the Member.

11.3.3 The geographic area of such Member.

11.3.4 The ROC that will oversee such Member.

11.3.5 Whether such Member is an Originating Member or a Non-Originating Member and, in the case of a Non-Originating Member, those properties that are JA Properties (including any properties that are being shared by it with the JA network, following agreement with JA Worldwide and the ROC, and accordingly considered, during the term of such sharing, to be part of the JA Properties)

11.3.6 In circumstances of a Member Not in Good Standing, a note to that effect.

**NOTE:** In all cases, personally identifying information should not be collected where professional contact information can be substituted (e.g. collect the professional email address instead of the personal email address).

11.4 A Member may terminate its membership in the JA Worldwide network by giving not less than six months written notice to JA Worldwide and its ROC. During the period of notice, the Member and the ROC shall (to the extent not previously agreed) agree to transitional arrangements for facilitating:

11.4.1 Termination of the License Agreement of such Member and any permitted sub licensing arrangement.

11.4.2 In the case of an Originating Member, transfer of ownership to JA Worldwide of any JA Properties which are in the ownership of such Originating Member. In the case of Non-Originating members that have shared intellectual property with the JA network (subsequently considered JA Properties), those properties as indicated in the Accession Notice (unless otherwise agreed) revert back to the Non-Originating Member.

11.4.3 Delivery to JA Worldwide of any physical properties or materials that are in any way connected to JA Properties and, in the case of an Originating Member, any financial assets

(net of liabilities) generated while an Originating Member (for the sole purpose of facilitating the establishment/admission of a new Member to replace the retiring Originating Member).

- 11.4.4 The establishment/admission of a new Member to the JA Worldwide network in the geographic area of the retiring Member.
- 11.4.5 In the case of a Non-Originating Member, smooth transition of the retiring Member to allow it to operate outside the JA Worldwide network following relinquishment of JA Properties, including relinquishment of the JA symbol and the designation "Member of JA Worldwide".
- 11.5 A Member may have its membership in the JA Worldwide network terminated by virtue of a dismissal under Clause 12. In that event, on the date specified by JA Worldwide as the date of dismissal:
  - 11.5.1 The License Agreement of such Member and any permitted sub-licensing arrangement shall be terminated.
  - 11.5.2 Such Member shall thereafter be precluded from holding itself out in any way as a Member of the JA Worldwide network.
  - 11.5.3 Ownership of any properties of such Member that comprise JA Properties in such Member's ownership shall transfer to JA Worldwide and such Member shall take all action required by JA Worldwide to formalize and implement such transfer.
  - 11.5.4 Such Member shall deliver to JA Worldwide any physical properties or materials that are in any way connected to JA Properties and, in the case of an Originating Member (to facilitate the establishment/admission of a new Member to replace such Originating Member) any financial assets (net of liabilities) generated by such Originating Member.
  - 11.5.5 JA Worldwide shall delete such Member from the Register of Members.
  - 11.5.6 JA Worldwide shall be entitled to establish and admit as a Member a new organization in the geographic area of such Member.
- 11.6 If a Member is dissolved or liquidated, the membership of such Member shall be considered automatically terminated with (so far as possible) the same consequences as those set out in Clause 11.5.

## **12. DISMISSAL OF MEMBERS**

- 12.1 JA Worldwide, with the concurrence of the relevant ROC, may initiate a dismissal process against a Member for any of the following reasons:
  - 12.1.1 The Member is Not in Good Standing for a continuous period of at least two years.
  - 12.1.2 The Member is not mission aligned for a continuous period of at least two years.

- 12.1.3 The Member is in default of payment of its member fees for a continuous period of at least two years.
  - 12.1.4 The Member is in material breach of the provisions of the Member Agreement, its License Agreement, or the Operational Framework.
  - 12.1.5 The Member is in material breach of its code of conduct.
  - 12.1.6 The Member becomes subject to any financial insolvency process.
  - 12.1.7 The Member has committed fraud and/or misappropriation of funds.
  - 12.1.8 The Member has committed any other act or allowed any situation to arise (whether or not involving a breach of the Member Agreement or Operational Framework) that risks being the cause of significant damage to the JA Brand or the reputation or public image of the JA network, any ROC, or JA Worldwide.
- 12.2 The dismissal process is a staged process initiated by a written notice from JA Worldwide and the relevant ROC to the Member in question.
- 12.3 The first stage in the process will be an Informal Review. During this stage, the Member will work cooperatively with its ROC and JA Worldwide to resolve the matter. If agreed resolution does not occur, either the Member or JA Worldwide may request to proceed to the second stage of the process, which shall be a Formal Review, to be conducted by a Formal Review Committee appointed in accordance with the Operational Framework. The Formal Review Committee will make a recommendation to the JA Worldwide Governors as to any action to be taken, including a decision to dismiss the Member. Any determination of the JA Worldwide Governors shall be final and binding on JA Worldwide and the Member, and JA Worldwide, the ROCs, or a Member shall be entitled to apply to have the decision reviewed by any court or other judicial or arbitration forum. The jurisdiction, procedures, and actions of the Formal Review Committee are exclusive and in lieu of any other judicial or non-judicial resolution under any laws of any nation, but without waiver by JA Worldwide or any Non-Originating Member of any rights or remedies it may have in law or in equity to enforce and protect its rights to ownership in respect of any properties.
- 12.4 The Informal Review and the Formal Review shall be conducted in accordance with the Operational Framework.

### **13. DISPUTES**

- 13.1 JA Worldwide will establish a Rules and Disputes Committee that shall determine any dispute arising from, or any issue of interpretation and application relating to, the Member Agreement or the Operational Framework. JA Worldwide, the ROCs, or a Member may refer a matter to the Rules and Disputes Committee and any decision made by the Rules and Disputes Committee shall (subject to Clause 13.4) be final and binding on the Members, JA Worldwide, and the ROCs but without waiver by JA Worldwide or any Non-Originating Member of any rights or remedies it may have in law or in equity to enforce and protect its rights in any properties.
- 13.2 The governance and procedures relating to the Rules and Disputes Committee, including provisions relating to the appointment of committee members, are set out in the Operational Framework.

13.3 A dismissal process may be commenced under Clause 12 notwithstanding the provisions of this Clause 13.

13.4 In the event of any dispute arising out of or in connection with this Agreement that is not finally resolved to the satisfaction of the parties under the dispute resolution provisions of Clause 13, the parties agree that any such dispute shall be finally settled under the International Chamber of Commerce (“ICC”) Rules of Arbitration (the “ICC Rules”) by one (1) arbitrator and accordance with such rules. If the parties are unable to agree on the location of the arbitration within five (5) business days of initiation of proceedings under the ICC Rules, such proceedings under the ICC Rules shall be conducted in London, England. The arbitration shall be conducted in the English language. The party which the arbitrator determines to have prevailed in the arbitration shall be entitled to recover all costs actually incurred in connection with the arbitration, including reasonable attorneys’ fees, in addition to any other relief to which such party may be entitled. Any arbitration order or award shall be final and binding on all parties and may be reduced to judgment, enforced, and collected through (a) the courts located in London, England and each party hereby irrevocably submits to the jurisdiction of such courts, and (b) any other court having jurisdiction over the party against whom such order or award is rendered or over such party’s property.

#### **14. MEMBER VOTING**

14.1 A vote of Members may be required in relation to:

14.1.1 A proposed change to this Agreement (Clause 15);

14.1.2 A proposed change to the fee structure (Clause 9); or

14.1.3 Any other matter which the JA Worldwide Governors may decide to put to Members for consideration.

14.2 Whenever a vote of Members is to be conducted:

14.2.1 Each Member on the Register of Members and in Good Standing shall have one vote.

14.2.2 A resolution will only be carried if (a) not less than 30% of the Members entitled to vote return a valid vote for or against the resolution (abstentions shall not count) and (b) the number of votes in favor of the resolution exceeds the number of votes against.

14.2.3 In all other respects, the vote shall be conducted in accordance with the Operational Framework.

#### **15. AMENDMENT**

15.1 Any proposal to amend or supplement this Agreement shall be subject to an affirmative vote of Members. However, no such proposal shall be put to the vote of Members unless there has been prior consultation between the ROC and each of the Members in its region, with the Member Council, and the JA Worldwide Governors who confirm that the proposal should be put to Members.

#### **16. ASSIGNMENT**

16.1 The rights and responsibilities created by and pursuant to the Member Agreement are personal to JA Worldwide, the ROCs, and the Members and are not capable of assignment, transfer, or delegation.

## **17. NOTICES**

17.1 Any formal notice to a Member under the Member Agreement or the Operational Framework shall be given in writing at its address set out in the Register of Members and may be given by letter or electronic means.

## **18. LAW**

18.1 The Member Agreement will be governed by the laws of England.

**EXHIBIT B**  
Operational Framework



**JA WORLDWIDE**  
**OPERATIONAL FRAMEWORK**  
**(Approved: June 28, 2022)**

The Operational Framework forms an integral part of the JA Member Agreement. ROCs have primary responsibility for the interpretation and implementation of the Operational Framework in their region and are encouraged to seek input from JA Worldwide when needed. ROCs, in consultation with Members, may annually make recommendations to JA Worldwide to amend or supplement the Operational Framework.

**1. Member Governance and Processes**

- 1.1 Registration:** Member shall register, operate, and maintain its books as a not-for-profit corporation or equivalent in its country of operation and shall comply with all applicable laws and regulations in that country. If no provision is made in the laws of that country for not-for-profit registration, the Member shall notify its ROC (which will notify JA Worldwide).
- 1.1.1 Maintenance of corporate records and minutes:** Member shall maintain proper books, registers, and corporate records in accordance with applicable laws. In particular, minutes shall be kept of all Board and Executive (or equivalent) committee meetings and shall be formally reviewed and approved, and then certified by an officer of such committee.
- 1.1.2 Maintenance of applicable local tax exemptions:** Where available, the Member shall establish and maintain local tax exemptions and make necessary annual filings.
- 1.1.3 Maintenance and review of by-laws or other constitutional documents:** Member shall maintain bylaws (or equivalent) and its constitutional documents, as approved by its Board of Directors and in accordance with applicable laws. Members are encouraged to review their bylaws and constitutional documents every five years. An attorney familiar with the application of not-for-profit corporation laws of the relevant country is the best resource for conducting the review. JA Worldwide maintains model bylaw templates that are available for guidance and may request that a Member submit its bylaws and any amendments to its ROC for prior approval.
- 1.1.4 Board of Directors constitution and oversight:** The Member's financial and operating oversight rests with its Board of Directors, which (subject to applicable laws) shall meet at least twice a year with at least five members and an elected Chair and shall maintain minutes of meetings.
- 1.1.5 Financial management:**
- a) Member shall prepare annual financial statements, including a statement of financial position and statement of activities. Such financial statements shall be subject to Board approval and shall be audited by a firm of independent certified auditors/accountants in accordance with applicable laws and regulations (that is, a firm that has no relationship or conflict of interest arising out of a relationship with a Board member or member of staff).
  - b) Member shall (working with its Board of Directors) implement controls on banking/cash disbursements, contracting, record-keeping, and other reporting and financial matters to achieve the highest levels of financial integrity and

transparency.

c) It is not expected that any Member shall acquire any financial interest, whether by equity or other investment, in any for profit or not-for-profit entity without the prior approval of JA Worldwide (through the ROC).

1.1.6 **Restriction to geographic area:** Member may not conduct JA activities outside its geographic area without the prior consent of JA Worldwide, its ROC, and the other Member, where applicable. However, due to the borderless nature of digital learning experiences, refer to the JA Digital Collaboration Framework and Guidelines for cross-border guidelines.

1.1.7 **Appointment and replacement of Executive Director/CEO:** The responsibility for hiring and/or replacing the Executive Director/CEO of a JA Member lies with the Board of Directors of that JA Member. In some regions, where the ROC and a Member agree, the ROC (or JA Worldwide) may participate in the selection of the Executive Director/CEO. .

## 2. JA Worldwide Governance and Accountability

2.1 JA Worldwide will make the following documents available to all Members (as updated from time to time):

a) Articles of Incorporation

b) JA Worldwide Bylaws

c) Annual Report

d) Strategic Plan

e) Member Council minutes

f) Employee Onboarding

g) Trademark/trade name/symbol registrations

2.2 JA Worldwide will make available to Members an Annual Report, Factbook, and annual audit.

2.3 JA Worldwide will be accountable to Members through the Member Council (see Clause 8 of this document). Annually, JA Worldwide will review results from the prior year and share its operating plan and budget for the coming year with the Member Council. This process will give the Member Council the opportunity to provide input and ask questions.

## 3. Member Maintenance of Policies

3.1 JA Worldwide and ROCs will adopt the JA Worldwide sample operating policies set out below. Members will also adopt the JA Worldwide sample policies (with such adaptations as their ROC may, in consultation with JA Worldwide, agree are appropriate).

3.2 **JA Sample Code of Conduct:** This is one of the most important policies that the JA network subscribes to and is intended to demonstrate its collective commitment to the highest standards of ethical conduct. The JA Sample Code of Conduct is intended to help us to conduct ourselves and our activities in accordance with those standards. This is a responsibility that we owe to all those whom we in the JA network serve, to all those who support the JA network with their time and donations and to others who do business with the JA network. The Code of Conduct covers compliance with laws, safeguarding of assets, recording of accounting transactions, acceptance or giving of gifts, management of proprietary and confidential

information, political involvement, and respectful behavior. In addition, the Code of Conduct sets expectations for establishing a code of conduct for volunteers that emphasizes appropriate behavior when working with children and young people. It also provides guidance on the reporting of potential ethical violations.

3.3 **JA Sample Conflict of Interest Statement and Declaration Procedure:** JA Worldwide, the ROCs, and each Member require that all employees and Board members complete and annually update a JA Worldwide Conflict of Interest Statement and Declaration as a method of disclosing and ethically resolving potential conflicts of interest. Possible conflict of interest situations may exist when an employee or Board member has an outside personal economic interest that has the potential of being at variance with the best interests of the JA network. Even though such interests may result in no financial detriment to the JA network, they may nevertheless influence or impair the exercise of independent judgment by the individual involved. The Conflict of Interest (COI) policy provides guidance on the handling of potential COI violations and engaging the right parties to review and resolve them. Where a matter is not resolvable at the Member or ROC level, it may be referred to JA Worldwide.

3.3 **Employee and HR Policies:**

3.3.1 Members shall have written Employee Guidelines or Employee Handbook in place to assist employees in carrying out their responsibilities; see the JA Sample Employee Handbook. In creating these human resources policies and procedures, Member shall conform to national, state, and local laws dealing with employment, compensation, benefits, time away from work, conflict resolution, operation policies, and separations.

3.3.2 The Employee Guidelines shall include a Code of Conduct (see the JA Sample Code of Conduct). JA Member shall have its Employee Handbook or Guidelines approved and adopted by its board of directors and record such action in the board minutes.

3.3.3 All Members follow a zero-tolerance policy for child abuse. See the JA Sample Safeguarding Policy.

3.3.4 The resignation/termination or pending resignation/termination of the position of the Executive Director of a Member will be reported immediately to the ROC, which will notify JA Worldwide. The Member board shall manage the handover process from the outgoing Executive Director to ensure no disruption in operations and the return of property to the Member.

3.4 **Crisis Communication:** A crisis is defined as any situation that affects the ability of a Member, a ROC or JA Worldwide to operate, or that puts their respective reputation, business practices, or policies under public scrutiny.

3.4.1 Member shall notify the ROC immediately when a crisis occurs. Where appropriate, JA Worldwide will assist the ROC and Member in executing a Crisis Communication Plan.

4. **Adherence to Brand Guidelines**

4.1 JA Worldwide is responsible for developing Brand Guidelines that establish appropriate usage of symbols, logos, lockups, trademarks, service marks, trade names, and any other JA Property licensed to Members. These guidelines are as follows:

4.2 **JA Identity:** Members shall conform to the requirements/standards stated in the Brand Guidelines when using symbols, logos, lockups, trademarks, service marks, trade names, logos, or any other intellectual property that is JA Property.

4.3 **Brand, Logo, and Communications:** Members shall use the JA symbol and corporate

identification line “A Member of JA Worldwide” (translated into Member’s primary language, as desired) on communication pieces, website, and other marketing materials to identify itself as a Member of the JA network. JA Worldwide will provide lockups, templates, other collateral, and guidance for each Member. Review the JA Brand Guidelines for fixed and flexible elements of the JA global brand.

## **5. JA Properties**

5.1 JA Worldwide will grant each Member non-transferable, exclusive rights, and licenses within the geographic area of the Member (on the specific terms and conditions set forth in the License Agreement with JA Worldwide) to:

- a) Use, reproduce, perform, display, adapt, modify, extend, localize, or translate certain JA Properties in the geographic area of the Member
- b) Use the name “JA Worldwide,” the JA Member brand name, and the JA Brand.

5.2 In exercising its rights under the License Agreement, the Member will observe the following guidelines, which supplement the provisions in the Member Agreement relating to JA Properties, including the sharing of JA Learning Content, and the License Agreement:

- a) “JA Learning Content” means curriculum, experiences, programs, processes, events, and activities in every form whatsoever relating to educating and training youth in the concepts and practices of business, character/ethics, citizenship, economics, entrepreneurship, financial health, sustainability, and work-readiness and any related economic-based content in furtherance of the JA mission. It may include those developed and owned by Member, JA Worldwide or any JA Entity but, if developed and owned by a Non-Originating Member, only if designated as JA Learning Content in the Register of Members maintained by JA Worldwide.
- b) “JA Materials” means materials in physical, digital, or any other format relating to or used in connection with JA Learning Content and activities in furtherance of the JA mission designed to educate and train youth in the concepts and practices of business, character/ethics, citizenship, economics, entrepreneurship, financial health, sustainability, and work-readiness, including without limitation, educational and instructional materials prepared and distributed in relation to the JA Materials, other materials and specifications for certain products, and methods of operation, including manuals covering business practices and policies. It may include materials developed by Member, ROC, JA Worldwide, or any JA Entity but, if developed and owned by a Non-Originating Member, only if they relate to a program that has been designated as JA Learning Content in the register maintained pursuant to the Member Agreement.
- c) “JA Brand” means the symbols, taglines, color palette, typography, logos, trademarks, service marks, trade names, commercial symbols, goodwill, and other related branding for use in JA Worldwide’s operations, including but not limited to such marks, copyrighted material or proprietary property, and all derivatives and modifications thereof, that JA Worldwide makes available to Member hereunder.
- d) “JA Properties” is the aggregate of JA Brand, Learning Content, as well as all related JA Materials.
- e) “Third-Party Properties,” being learning content, materials, and branding where the intellectual property rights are owned by an organization that is not a Member or an affiliate of a Member.

- f) “New Learning Content (R&D)” is learning content developed by a Member that is intended to be shared with JA Worldwide for use by other Members, but that has not been reviewed by the ROC or JA Worldwide. See the JA Data-Sharing Agreement.
- 5.3 New Learning Content shall adhere to key guidelines:
- a) Aligns with JA mission
  - b) Builds upon the eight JA content areas: business, character/ethics, citizenship, economics, entrepreneurship, financial health, sustainability, and work-readiness).
  - c) Uses and advocates for immersive, experiential, learning-by-doing exercises.
- 5.4 **Proprietary Information:** Member shall consider all lists of students, volunteers, educators, and contributors as proprietary and confidential information and comply with all relevant data- and privacy-protection laws. To the extent permitted under applicable laws and regulations, the Member shall provide data to JA Worldwide or its ROC on request.
- 5.5 The original creator retains ownership rights to learning content and materials that it creates. Modifications, enhancements, localization, and translations may be made by a Member (subject to licensing agreements) but, in that event, the ownership rights remain with the original creator. Modifications and enhancements must be approved by the ROC.
- 5.6 New Learning Content may be shared with JA Worldwide and other Members following review by JA Worldwide (in the case of sharing across regions) and/or the ROC (in the case of sharing within its region) to provide quality control and adherence to these guidelines. The rules applicable to any sharing shall be set in agreement with the Member but, generally (but without prejudice to any existing arrangements), it is expected that learning content will be made available by Members at no, or minimal, licensing cost.
- 5.7 Subject to the terms of any Member’s License Agreement, New Learning Content may not be sold, licensed, or permitted for use by any third party or other Member without prior review by JA Worldwide and/or the ROC to provide quality assurance.
- 5.8 All JA Properties to be implemented under following guidelines:
- a) Primarily targets children and youth between the ages of 5 and 25
  - b) Provided to students at little or no charge
  - c) Emphasizes corporate citizenship by having businesspeople serve as volunteers/mentors in the teaching process
  - d) Provides teacher and volunteer training
- 5.9 Utilization of properly licensed third-party properties in the implementation of JA Learning Content shall be permitted subject to approval of JA Worldwide or the ROC based on certain criteria. These criteria include whether the third-party properties further the JA Mission, are complementary curriculum, meet market needs, and allow for regional/global deployment.
- 5.10 Member will protect JA Properties and (subject only to the terms of its License Agreement with JA Worldwide) not authorize use by any third party without agreement from JA Worldwide .
- 5.11 Member will inform JA Worldwide if it has registered or published any learning content (including JA Learning Content), app/software/code, and new website domains. Subject to local laws, member will endeavor to register JA Learning Content, as requested by JA Worldwide, to protect the intellectual property of the JA network. Such registration shall be coordinated in conjunction with JA Worldwide through the ROC.

## **6. Fundraising**

- 6.1 JA Worldwide, ROCs, and Members shall operate on a collaborative basis and honor Fundraising Protocols introduced from time to time as part of the Operational Framework. As a global network aligned on a mission to inspire and prepare young people to succeed in a global economy, the power of our collective fundraising efforts can be amplified if we work collaboratively, share opportunities, and convey with one voice the strength of the JA network to our partners and supporters. This requires a general interest mindset, but also ways of work that promote good communications, transparency, and trust. The JA Fundraising Protocol is intended to allow all parties to act with integrity and confidence, and together achieve a “do no harm” objective while increasing the fundraising capacity of the JA network.

## **7. Member Standards**

- 7.1 To advance the JA mission, JA Worldwide will from time to time adopt in the Operational Framework measurable standards to demonstrate the operational efficiency, financial stability, and sustainability of programmatic results of Members. Members will strive to achieve these standards, which are set in this section.
- 7.1.1 Member to submit the following documents through the global reporting process:
- a) Articles of incorporation (or equivalent document)
  - b) By-laws
  - c) Employee Handbook or Guidelines
  - d) Learning Content (including digital) it has created and/or registered
  - e) Website domain registrations
  - f) All Trademark/Trade name Registrations
  - g) Strategic Plan
- 7.1.2 Member to submit to the ROC an Annual Data Report, which must be entered in the JA Data Experience (JADE), including (but not limited to) the following:
- a) Basic information concerning Member: contact information, Executive Director/CEO and Chair of the Board names and email addresses
  - b) Organizational data: number of staff, board members, office details, financial data
  - c) Learning content and event statistics in JADE, following the Inspire-Prepare-Succeed methodology
  - d) Major Donors Survey
  - e) Additional information:
    - (i) Summary of major board decisions from the past year
    - (ii) Summary of main goals/priorities from strategic plan
    - (iii) Audited financial statements (from an independent/and or certified auditor) from most recent audited fiscal year prior to September 1 (with the exception of members with Small and Mighty Member status; see Clause 7.2 of this document)
    - (iv) Current year budget

- (v) Executive Director/CEO's CV (and photo if available) if the Executive Director/CEO is newly appointed in the reporting year

7.1.3 Member to meet Good Standing criteria by

- a) Adhering to terms of JA Member Agreement (including the Operational Framework) and its License Agreement
- b) Implementing JA Properties in accordance with guidelines in this document
- c) Maintaining registration as an independent, not-for-profit, legal entity
- d) Maintaining a Board of at least five members meeting at least twice a year
- e) Maintaining a full time Executive Director/CEO in place (with the exception of members with Small and Mighty Member status; see Clause 7.2 of this document)
- f) Hosting on-site visits from the ROC
- g) Submitting Annual Data Report in a timely fashion
- h) Maintaining an annual budget and financial audit
- i) Paying member fees by the due date
- j) Maintaining Bylaws or statutes in accordance with the Operational Framework
- k) Complying with all applicable laws

7.1.4 Member adheres to JA Code of Conduct and Conflict of Interest Policy.

7.1.5 Member to implement quality measures:

- a) Process for verification of annual student participation according to the Inspire-Prepare-Succeed methodology
- b) An alumni tracking system

7.1.6 Member to measure key performance indicators as determined by the ROC in consultation with Members in its region.

7.1.7 When required by ROC or JA Worldwide funding administration, Member to submit:

- a) Quarterly cash flow statements
- b) Monthly/quarterly program and financial reports
- c) Quarterly/semi-annual register of students
- d) Monthly/quarterly monitoring and evaluation data
- e) Other information needed by the ROC or JA Worldwide to meet its own responsibility or reporting requirements

7.1.8 Awards will recognize those Members that have achieved a level of operational excellence and achievement based on observable key performance indicators and quality measures. Other awards will recognize the development or implementation of best practices, innovation, or technology in fulfilling the JA mission, entrepreneurial leadership, and other desired behavior or outcomes, and be a source of inspiration for the JA network.

7.2 Small and Mighty Member Status

- 7.2.1 JA Worldwide may establish size standards (for example, based on population or GDP) for a Member to be classified as a Small and Mighty Member . After consultation with the relevant ROC, JA Worldwide may designate a Member as “Small and Mighty,” for which the following alternate Good Standing metrics will apply:
- a) At least a half time Executive Director/CEO
  - b) At least five board members, with a grace period of six months for replacement of a board member
- 7.2.2 An annual independent audit is not required, provided that the Small and Mighty Member publishes annual unaudited accounts within 60 days of fiscal year end and maintains accounts based on International Financial Reporting Standards (IFRS). Accounts are subject to a periodic audit every three years.
- a) Payment of the annual minimum license fee of \$500 USD
  - b) Meeting all annual reporting criteria (through JADE)

## **8. Member Council**

- 8.1 The Member Council is an advisory body and is made up of representatives of two Members from each region. Its purpose is to represent the views of the Members on matters affecting the JA network and to assist JA Worldwide to communicate policy changes and to facilitate promotion and protection of the JA Brand. The Member Council will be the principal forum for obtaining feedback from Members on budgets, prospective business plans, and performance of JA Worldwide. The Member Council will also be consulted on any proposal:
- a) To amend or supplement the Operational Framework
  - b) To amend the Member Agreement
  - c) To amend the basis of calculation of fees payable to JA Worldwide
- 8.2 Appointment to the Member Council: The ROC will be responsible for establishing the process for appointing the two representatives of Members in its region to the Member Council. The process shall be subject to approval of the Members in its region and shall include provision for a ballot of those Members to determine who shall represent them on the Member Council.
- 8.3 Member Council's conduct of business:
- 8.3.1 Annually, JA Worldwide will review its operating plan and budget for the coming year with the Member Council and steward results from the prior year. This process will give the Member Council the opportunity to provide input, ask questions and help form the communication for the annual webinar with all Members. Should any conflicts or concerns arise during this process, the Member Council, in its role representing the Members, may request attendance at a JA Worldwide Board of Governors meeting and/or communication with the JA Worldwide Board Chair.
  - 8.3.2 The Member Council will be responsible for seeking input from Members and keeping them informed of matters affecting the JA network, including proposed policy changes.
  - 8.3.3 Member Council meetings may be requested by any member of the Member Council, the ROCs or JA Worldwide. The Member Council will be responsible for determining how to conduct its business and proceedings. Agendas and minutes of meetings will be retained and made available to all Members.

## **9. Admission of Members**



- 9.1 New members will be admitted to the JA network, subject to fulfilment of certain requirements and upon the recommendation of the ROC. Save in exceptional circumstances and where both the ROC and the Relevant Member agree, no new member will be admitted in the geographic area of an existing Member). To become a new JA Member, a letter of intent must be completed and forwarded to JA Worldwide, at which point, the interested parties have up to one (1) year (with possible extensions) to achieve the following. During this time, the prospective JA Member can be an observer of JA network activities and will be provided with a Mentor JA Member (as defined below). The interested parties must:
- a) Create a task force with at least five (5) businesspeople from the local private sector
  - b) Visit an existing Member of the JA network (the “Mentor JA area”) as recommended by JA Worldwide (or the ROC where applicable) to learn and observe the operations of a Member
  - c) Develop a business plan that describes the budget for the first three years of operation, plans for program implementation, and funding sources
  - d) Accede to the JA Member Agreement and enter into the License Agreement
  - e) Secure funding for the first three years of operations according to budget approved by JA Worldwide
  - f) Convert task force into a board of directors
  - g) Hire a full-time Executive Director/CEO
  - h) Draft bylaws/statutes and file them with JA Worldwide
  - i) Provide JA Worldwide with copies of the status of the organization as a not-for-profit, or supporting documentation for a non-for-profit registration. For new not-for-profit registration applications, such applications should only be submitted to the local registrar upon approval of JA Worldwide.
  - j) Provide Executive Director/CEO with training opportunities within the first six (6) months of hire

## **10. Fees**

- 10.1 This policy supplements Clause 9 of the JA Member Agreement.
- 10.2 **Initiation fees:** Upon becoming a new member of the JA network, the Member shall pay JA Worldwide an initiation fee in the amount of \$1,000 USD.
- 10.3 **Member fees:** JA Worldwide invoices annually for fees calculated by reference to the gross fees generated in each geographic area as detailed in Section 13. In the United States of America, the ROC is responsible for paying the fee (and has separate arrangements with the geographic areas in the United States). In Europe, the ROC is responsible for paying the fee (and has separate arrangements with the Members in its region). In the other regions, each Member is directly responsible for payment of fees to JA Worldwide calculated by reference to its geographic area.
- 10.4 A change in the basis of calculation of fees payable to JA Worldwide can only be made in accordance with Clause 9 of the JA Member Agreement.

## **11. Dismissal of Members**

- 11.1 The process to dismiss a member may be initiated by JA Worldwide based on cause as outlined in the Member Agreement.

- 11.1.1 **Informal Review:** The first step to resolve the matter is to conduct an Informal Review led by the ROC, which is initiated in writing to the Member's Executive Director, with copy to the Member country board chair. During the Informal Review process, the ROC will communicate the areas of non-compliance and a remediation plan will be developed. In most cases, the Informal Review will result in the closure of any gaps through dedicated engagement with the Member and support from its Board of Directors
- 11.1.2 **Formal Review:** In cases where remedies are not reached, the next step will be to conduct a Formal Review. JA Worldwide will establish a Formal Review Committee in consultation with the Member, comprising its Board Chair, representatives from the Member Council and representative of JA Worldwide. The recommendation of the Formal Review Committee whether or not to terminate the membership of a Member will be submitted to the JA Worldwide Governors, which is the ultimate decision-maker for Member dismissal. The Formal Review Committee will conduct a review of the facts and circumstances of the Member situation and make a decision whether to recommend dismissal to the JA Worldwide Board of Governors
- 11.1.3 JA Worldwide Board of Governors approval: A decision of the JA Worldwide Board of Governors to accept the Formal Review Committee's recommendation is binding. Upon approval by the Board of Governors of a recommendation to dismiss a Member, dismissal of the Member is immediate, and the Member will comply with the Member Agreement, including Clause 11.5 thereof, and cease operations and no longer have rights to represent the JA network in its geographic area.

## 12. Rules and Disputes Committee

- 12.1 This Policy supplements Clause 15 of the Member Agreement.
- 12.2 The Rules and Disputes Committee shall convene on an ad hoc basis to determine any dispute arising out of the Member Agreement and the Operational Framework and any issue of interpretation and application of the Member Agreement and Operational Framework in either case referred to it pursuant to the Member Agreement.
- 12.3 **Appointment to the Rules and Disputes Committee:** The composition of the committee will be determined by JA Worldwide in consultation with the referring party but will always include representatives from the ROCs, JA Worldwide, and a Member Council representative from the region of the Member or ROC affected.
- 12.4 **Role and Responsibilities:** The committee will convene only when the issue cannot be resolved satisfactorily within normal operating protocols. The committee will establish and publish its own timetable and process for considering the matter referred to it and give adequate time for all interested parties to make presentations to it. The committee shall act upon the facts and circumstances presented taking into account past interpretation where applicable, the implications for the JA network, and the general interest of the JA network and JA Brand.
- 12.5 **Agenda, Minutes, and Recording of Decisions:** Agendas and minutes will be prepared and retained for all meetings. Decisions will be documented and available for the committee to reference and apply to future disputes. The ROC will be responsible for retaining these documents.

## 13. Member Fees

- 13.1 **JA Initiation Fees:** Upon completion of the requirements to become a member of JA Worldwide, a new JA Member shall pay JA Worldwide an initiation fee in the amount of \$1,000

USD.

- 13.2 **JA Member Fees:** Fees are payable annually to JA Worldwide. The reference point for the calculation of fees is Gross Revenues (as defined below) and the rate at which fees are payable is 1% of Relevant Gross Revenues.
- 13.3 **Invoicing:** JA Europe, Junior Achievement USA, and each Member of the other four regions shall, within 90 days of each fiscal year end, provide JA Worldwide with a calculation, based on annual audits, of Relevant Gross Revenues (see definition, below). JA Worldwide shall invoice JA Europe, Junior Achievement USA, and each Member in the other regions for fees based on the said calculations and (and at the rate of 1% of Relevant Gross Revenues) and the fee shall be payable, following presentation of such invoice, no later than 120 days after the relevant fiscal year end. Audits shall conform to the template provided by JA Worldwide, and JA Worldwide shall have the right (in its sole discretion) to audit the books and records of, as the case may be, JA Europe, Junior Achievement USA, or a Member to verify the accuracy of its calculation.
- 13.4 **Gross Revenues** are calculated by reference to Members and means all funds raised, earned, donated to, or otherwise received by a Member, without deduction or offset except as provided below. It includes all revenues from all sources, excluding in-kind donations received by the Member and excluding all of the following:
- 13.4.1 Revenues received by Member that have been reported as Gross Revenues by it and revenues report by another Member, wherever located, for the applicable or any previous annual period (for example, payments sent from one Member to another that is hosting a regional meeting, contest, or other such event)
  - 13.4.2 Funds restricted by donors to Member for academic scholarship uses as approved by JA Worldwide or for building acquisition, building construction, or other capital expenditures approved by JA Worldwide
  - 13.4.3 Interest and dividends paid on funds on which the member fee has previously been paid
  - 13.4.4 Pass-through payments from JA Worldwide, including through a ROC and other indirect payments, to Member that are otherwise subject to grant administration recovery by JA Worldwide
  - 13.4.5 Pass-through payments from a ROC of funds raised by it for the Members that are subject to grant administration recovery by the ROC and/or JA Worldwide
- 13.5 **Relevant Gross Revenues** are calculated as follows: In the case of the fees payable by JA Europe, the Gross Revenues of all the Members who are members of JA Europe; in the case of the fees payable by JA USA, the Gross Revenues of all the local JA Areas in the United States of America; in the case of fees payable by each Member in the other regions, the Gross Revenues of such Member.

Attachments:

1. JA Member Model Code of Conduct
2. JA Member Model Conflict of Interest Statement and Declaration Procedure
3. Fundraising Protocol

## **Attachment 1 - JA Member Model Code of Conduct**

### **Introduction**

JA Member is committed to the highest standards of ethical conduct. This Code of Ethical Conduct is intended to help us to conduct ourselves and our activities in accordance with those standards. These responsibilities we owe to those to whom JA Member serves, to those who have supported JA Member with their time and donations, and to others with whom JA Member does business. This Code applies to each of JA Member's directors and officers individually, to members of JA Member's Management Team which includes its officers of the corporation, and to employees (referred to as "responsible persons").

Responsible persons are expected to conduct themselves with honesty and integrity. The following statements address frequently encountered conduct or ethical issues and should be read in conjunction with JA Member's other policies.

### **Compliance with Laws**

In conducting our affairs, JA Member and every responsible person should endeavour to comply with all applicable laws, rules, and regulations. One of the duties of responsible persons is to be aware of these laws, rules, and regulations to the extent possible. If you have any questions regarding compliance with applicable laws, rules, and regulations, please contact the Executive Director of JA Member at your earliest convenience. JA Member's outside legal counsel is also available to provide advice if necessary.

### **JA Member's Assets**

JA Member's assets must be safeguarded and used only for qualifying charitable and educational purposes. This obligation applies to all tangible property of JA Member (for example, its physical facilities, office equipment, furniture, and supplies) and all intangible property of JA Member (for example, computer software, trademarks, and copyrighted materials). JA Member's confidential and proprietary information must also be safeguarded, as discussed in the section below titled "Confidential Information".

### **Accounting for and Recording Transactions**

JA Member's books, records, accounts, and financial statements must be maintained in reasonable detail, accurately depicting JA Member's transactions, and conforming to applicable legal and accounting standards. Unrecorded or "off the books" assets must not be maintained under any circumstances. The accurate and timely reporting of JA Member's financial statements requires all financial information to be recorded precisely and promptly in the normal course of business. JA Member's systems for recording and reporting information should be functioning properly and subject to internal controls and thorough periodic evaluations. Responsible persons must not coerce, manipulate, mislead, or improperly influence JA Member's auditors in the performance of an audit or review of JA Member's financial statements.

These obligations apply to all reports or records, financial or otherwise, prepared for either internal or external purposes. While responsible persons may not always be familiar with specific accounting or other applicable procedures, each responsible person should ensure that every business record

prepared by him or her, or under his or her direction, is accurate, complete, and reliable. If a responsible person is uncertain or in doubt about these obligations, he or she should contact **the Executive Director of JA Member**.

### **Conflicts of Interest**

Responsible persons must adhere to JA Member's Conflicts of Interest Policy.

### **Confidential Information**

"Confidential information" refers to information that is not available to the public (or that someone would normally expect to be non-public) whether in print, electronic or digital form. For example, confidential information includes:

- information marked as "Confidential," or with a similar marking;
- information relating to hiring decisions, and to current, former, and prospective employees;
- information relating to current, former, and prospective directors and other volunteers that has not been made public;
- financial reports and data that have not been made public; and
- Donor lists and all personal information about donors.

Responsible persons must use reasonable care to protect the confidentiality of all confidential information of JA Member, and must not disclose confidential Information of JA Member to unauthorized persons, even subsequent to termination of their affiliation with JA Member. This means responsible persons should:

- be prudent and aware of where, when, and how JA Member matters are discussed;
- not leave confidential information unattended or in public view;
- not access confidential information unless the information is required in order to conduct JA Member affairs;
- not disclose confidential information to other personnel of JA Member except on a legitimate "need to know" basis;
- not remove confidential information from JA Member's premises or make copies of any material containing confidential information, except as required to conduct JA Member affairs;
- never use or disclose any JA Member confidential information for personal gain or profit, or to the advantage of any "related person" to a responsible person (as that term is defined in JA Member's Conflict of Interest Policy); and

- Contact the **Executive Director of JA Member** before disclosing JA Member's confidential information to a third party.

Responsible persons should contact the **Executive Director of JA Member** prior to requesting, accepting, using, or disclosing confidential information from a third party. Acquiring confidential information, without adequate legal safeguards, can be improper and could expose JA Member to legal liability. In some circumstances, it may be necessary to enter into a written agreement with a third-party before obtaining confidential information. If such information is acquired, a responsible person should contact the **Executive Director of JA Member** to discuss steps that can or should be taken to protect its confidentiality.

### **Gifts/Gratuities**

Other than modest gifts (up to USD 25 value per transaction) given or received in the normal course of business (including travel or entertainment), responsible persons may not give gifts to, or receive gifts from, persons doing business with or seeking grants or other financial commitments from JA Member. Gifts other than those modest gifts identified above may be given or accepted only with prior written approval of **JA ROC Board Chair or the Board Chair's designee**. In no event should a responsible person put JA Member or himself or herself in a position that would be embarrassing if the gift were made public.

### **Respectful Behavior**

JA Member expects that all responsible persons will conduct themselves in their daily work on behalf of the organization, including any statements to and dealings with others with whom they may be in contact, in a respectful and ethical manner.

### **Code of Conduct for Volunteers**

JA Member will ensure that a similar code of conduct is made available to volunteers, with particular attention to the behavior expected when working with children and youth in delivering JA programs/activities. Child safety is a key priority of the JA Member and all measures necessary should be taken to ensure volunteers understand their responsibilities and appropriate behavior when working with children and youth, including JA's zero tolerance for child abuse.

### **Political Involvement**

JA Member is generally prohibited from participating or intervening in any political campaign on behalf of any political party. While the prohibition on political involvement does not apply to individuals associated with JA Member acting in their personal capacities, care must be taken so that no individual activity is attributed to JA Member. Accordingly, responsible persons shall not, and shall not permit others to:

- conduct any political activities on JA Member's premises;
- use any of JA Member's facilities, equipment, supplies, personnel, or other resources to conduct such political activities;

- identify their association with JA Member in a political activity in such a manner as might indicate JA Member's participation or intervention in a political campaign; or
- Otherwise engage in any prohibited political activity on behalf of JA Member.

### **Reporting Ethical Violations**

If a responsible person becomes aware of a suspected violation of this Code or any other policy or ethical principle of JA Member, whether before or after it has occurred, he or she must promptly report it to the JA ROC Board Chair, or in accordance with such other relevant policies of JA Member as may be applicable.

### **Conclusion**

Each responsible person is entrusted with safeguarding and promoting JA Member through ethical and principled leadership and action. Undoubtedly, there will be times when situations will involve subtleties and complexities that lead to difficult choices. When in doubt, each responsible person should consider whether the actions and decisions contemplated would withstand objective scrutiny. If there is any doubt, it will often be helpful to seek guidance and advice from this Code and from other responsible persons. If a responsible person is uncertain about a contemplated course of action or has questions about this Code, he or she should raise the issue with either the JA ROC Board Chair or the **Executive Director of JA Member**.

JA Member seeks to involve people who believe that honest and ethical behavior is the only way to conduct and sustain a charitable and educational organization such as JA Member. Any responsible person who violates this Code, or other policies and ethical standards of JA Member, will be subject to corrective action, including possible removal or dismissal. It is JA Member's sincere hope, however, that each responsible person's personal commitment to integrity and ethical behavior will result in compliance with the Code, rather than the threat of disciplinary action.

## **Attachment 2 – JA Model Conflict of Interest Statement and Declaration Procedure**

JA Worldwide, ROCs and each JA Member require that all employees and JA Member Board members complete and annually update a Conflict of Interest Declaration as a method of disclosing and ethically resolving potential conflicts of interest.

Possible conflict of interest situations may exist when an employee or JA Member Board member has an outside personal economic interest that has the potential of being at variance with the best interests of JA Worldwide or JA Member. Even though such interests may result in no financial detriment to JA Worldwide or JA Member, they may nevertheless influence or impair the exercise of independent judgment by the individual involved.

Without attempting to cover all possible relationships, conflicts of interest may arise under these types of situations with JA Member vendors, competitors, donors, and customers:

1. Acting in the capacity of a director, officer, sole proprietor, partner, employee of or paid consultant or advisor to any vendor, competitor, donor, or customer.
2. Having a substantial financial interest in any firm that does business with JA Worldwide or JA Member.
3. Engaging in any conduct that is competitive or damaging to JA Worldwide.
4. Accepting loans, advances, or excessive gifts or entertainment from any organization that does business with JA Worldwide or JA Member.

Should any transaction or act of any employee or JA Member Board member constitute a possible conflict of interest, the individual is required to disclose all of the relevant facts for consideration to determine whether a conflict of interest actually exists, and if so, the manner in which it should be resolved.

All employees and JA Member Board members are required to complete and sign a Conflict of Interest Declaration upon assuming their JA responsibilities and annually thereafter, which shall be retained in local personnel files. Compliance questions for JA Member employees should be referred to the JA Executive Director. Compliance questions pertaining to the JA Member Executive Director should be referred to the JA Member board chair. Questions regarding compliance for JA Member board members should be referred to the JA Member board chair and/or Audit Committee.

Compliance questions regarding JA Member board chairs and compliance questions that cannot be resolved at the JA Member level should be referred to JA Worldwide or the JA ROC.



## CONFLICT OF INTEREST DECLARATION FORM

According to the Conflict of Interest Statement of JA Member, a copy of which has been provided to me, I declare that I (check the sentence that applies):

\_\_\_\_\_ **do not** have any affiliations, interests, or situations that constitute a potential conflict of interest.

\_\_\_\_\_ **do** have affiliations, interests, or situations that, when considered in conjunction with my position or relationship with JA Worldwide, JA ROC or JA Member, might possibly constitute a conflict of interest. (Please specify below.)

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I agree to report to the JA Member Executive Director or JA Member Board Chair or JA Worldwide or JA ROC as appropriate, any situation that may develop before completion of my next annual declaration.

Signed: \_\_\_\_\_

Name/Title (printed): \_\_\_\_\_

Date: \_\_\_\_\_

JA Member: \_\_\_\_\_

## **Attachment 3 -- JA Worldwide Fundraising Protocol**

### **Introduction**

As a global network of over 120 countries aligned on a mission to inspire and prepare young people to succeed in a global economy, the power of our collective fundraising efforts can be amplified if we work collaboratively, share opportunities, and convey with one voice the strength of the JA network to our partners and supporters. This requires a general interest mindset, but also ways of work that promote good communications, transparency, and trust. This document highlights the keys elements of a fundraising protocol that allows all parties to act with integrity and confidence, and together achieve a “do no harm” objective while increasing JA’s fundraising capacity.

### **Measures of Effectiveness**

Measures will be established to ensure that the actions of the JA network are resulting in 1) increase in net number of funders, 2) increase in average funder contribution, and 3) increase in number of JA Members benefiting from pass-through funds or funding resulting from a referral from another JA Member.

### **Roles and Responsibilities**

#### **JA Worldwide**

- Identify global fundraising opportunities and obtain funding on behalf of the JA Members, JA ROC and JA Worldwide
- Promote JA thought leadership and position JA among government, agencies/development banks, academia, and industry as a leader in addressing fundamental social and economic challenges of young people.
- Have tools/systems in place that enable data capture, transparency and sharing of information among the JA ROCs and global network.
- Ensure that all global fundraising opportunities and contacts are captured in the database
- Manage and steward global partnerships.
- Foster collaboration across the network and act as a point of contact for connecting JA ROCs and JA Members on opportunities of mutual interest

#### **JA Regional Operating Centre**

- Identify regional fundraising opportunities and obtain funding on behalf of the JA Members and JA ROCs
- Share opportunities that may have a global reach, regional focus, or country specific scope
- Have tools/systems in place that enable data capture, transparency and sharing of information among the JA ROCs and global network.
- Ensure that all regional fundraising opportunities and contacts are captured
- Manage and steward regional partnerships

- Foster collaboration across the network and act as a point of contact for connecting JA Members on opportunities of mutual interest

### **JA Members**

- Identify local fundraising opportunities and obtain funding on behalf of the Members
- Share opportunities that may have a global reach, regional focus, or country specific scope
- Ensure quality of fundraising data submitted as part of the Annual organization report
- Manage and steward local partnerships
- Foster collaboration across the network and act as a point of contact for connecting Members sub-regions on opportunities of mutual interest

### **Information Capture**

A global database will be made available by JAWW to capture fundraising opportunities, contacts, and actions. The customer relationship management (CRM) tool will be based on a principle of information sharing across the network. Privacy options will be implemented only when a valid business reason exists.

### **Personnel in charge of fundraising**

Those responsible for fundraising will have access to training on techniques of fundraising, but also be versed in the programs and curriculum that JA delivers to its students. Requisite skills include grant writing and the understanding of corporate and foundation philanthropy, and corporate social responsibility (CSR) objectives.

### **Collaboration**

The spirit of collaboration and general interest mindset will prevail, and JA Members will help introduce opportunities to others in the JA network and contribute to the development of the best pitch where appropriate. No finder's fee will be awarded to a JA Member whether the funder is located in the Geographic Area of the JA Member or not.

### **Fundraising Geographic Area**

When an opportunity arises outside of the JA Member's Geographic Area but in another JA Member's Geographic Area, the spirit of open communication and "do no harm" will always prevail. The JA Member in the Geographic Area where the funder resides will be informed of the opportunity and both organizations will work together to seek the outcome in the best interests of JA and the funder.

Funders found in the CRM database residing outside of a JA ROC/JA Member's Geographic Area should not be contacted unless the JA owner of the relationship is informed, and the prospect/opportunity is discussed.

A “do no harm” policy fosters open communication across the JA network with no intent to negatively impact a Member’s funding from a given donor for the sole benefit of others in the JA network.

### **Donor Intent**

Donor intent will be honoured as indicated in memorandums of understanding or other documents that restrict funding to a specific purpose.

### **Fundable Projects**

JA Worldwide and the JA ROCs will contribute to a Global Fundable Projects list and regularly meet to discuss opportunities, share leads and collaborate. This forum will foster the growth of existing partnership relationships into regional and/or global ones and the sharing of market intelligence.

### **Network Fund**

A “network fund” will be considered whereby a funding mechanism will be established to set aside monies to support JA Members in need and/or who do not regularly have access to pass-through funds.