

OSSIG Committee Terms of Reference

Draft: 1 **Last Updated:** 30th April 2019

Status: to be approved (by Committee and CFG's Board)

1. Establishment of the terms of reference

1. The Overseas Special Interest Group (OSSIG) Committee of Charity Finance Group (CFG) shall be a Committee of CFG, subject to the direction of the Trustees of CFG (the Trustees), in accordance with the following rules as amended or replaced from time to time by the Board of Trustees. Whilst the management and delivery of OSSIG activities is agreed to be jointly between Humentum and CFG, for simplicity OSSIG remains a committee of CFG.

2. Purpose of the OSSIG Committee

- 2.1 The purpose of OSSIG is to bring together representatives from charities operating internationally to discuss issues which affect them and seek solutions and best practice
- 2.2 The purpose of the OSSIG Committee shall be to support charities operating internationally :
 - a) Shaping the content and activities of OSSIG, including meetings, to ensure needs of members are met
 - b) advising on the strategy and plans for provision of services to international charities
 - c) Supporting, promoting and actively engaging in OSSIG activities including the online discussion group and meetings

3. Membership of the OSSIG Committee

- 3.1 Membership of the Committee will be open to finance professionals in any CFG charity member organisation.
- 3.2 The Committee shall comprise of not less than four and not more than nine people. The Committee structure will be:
 - Joint Chairs (from Humentum and from CFG)
 - A Trustee of CFG
 - Not fewer than one or more than six other members of OSSIG

Other people from Humentum and CFG may attend to support the committee and meetings and external people may be invited from time to time.

- 3.3 Vacancies for positions on the committee will be promoted to members of OSSIG as and when they arise or where particular skills gaps and needs are identified. Members of the group will be invited to nominate themselves for the Committee to be considered for selection and co-option by the existing Committee members. With the exception of CFG and Humentum representatives, committee members will serve a three year term and may be re-appointed for a second term. Members who have served two terms may be eligible for reappointment after a break of at least one year. The term of office for Committee members should be calculated from the date of the first meeting that a new member is eligible to attend.
- 3.4 A quorum will consist of three members. In the absence of one of the joint Chairs those present will elect a Chair from among their number.
- 3.5 The Committee may convene virtual meetings by telephone, webinar, email or any other appropriate mechanisms.
- 3.6 The Committee shall meet at least twice a year.
- 3.7 Notes of the meetings of the Committee shall be recorded and made available to the Committee, and if requested, the CFG Board of Trustees.
- 3.8 A member of the Committee shall be removed by the CFG Board of Trustees if:
- they are no longer eligible for membership of the OSSIG
 - they frequently do not attend or contribute to meetings
 - they do not comply with this Terms of Reference or
 - conduct is not felt to be in the best interest of CFG and charity members.

4. The OSSIG Committee shall:

- a) observe confidentiality in relation to information that they may be privy to in the conduct of their duties that may be confidential in nature or not for wider distribution
- b) not operate any bank account.
- c) do nothing to bring the name of CFG or Humentum into disrepute.
- d) be entitled to use the name and logo of CFG and Humentum but only in such manner and upon such terms as the CFG and Humentum Executives advise in accordance with the delegated authority of their respective Boards.
- e) not enter into any contractual or other obligations on behalf of the Committee, CFG or Humentum.
- f) comply with all applicable laws and guidelines in relation to its activities.
- g) not issue any press release or make any statements about CFG or OSSIG without the agreement of a CFG Director or the CEO.
- h) not issue any press release or make any statements about Humentum without the agreement of a Humentum Director.

5. CFG shall:

- a) Facilitate and co-ordinate the meetings of the OSSIG Committee
- b) Manage the administration of OSSIG meetings including marketing, venues, bookings, communication, handouts and evaluation
- c) Provide information to the Committee on the provision of services and activities of OSSIG

- d) Manage any further services such as online discussions (forum/email group etc).
- e) Provide a joint chair of the Committee and OSSIG meetings.

6. Humentum shall:

- a) Provide a joint chair of the Committee and OSSIG meetings.
- b) Support the administration by taking notes and keeping records of the meetings of the Committee
- c) Design the meetings in consultation with CFG and the Committee and develop the detailed programme copy for events (3 months in advance of meetings) and use best endeavors to secure speakers (at least 6 weeks before meetings)
- d) Brief and co-ordinate with chairs, speakers and facilitators and provide slides and materials to CFG in advance of the event.

Conflicts of Interest and Duty

Members of the Committee shall avoid any situation that may give rise to a conflict of interest or duty between them, CFG, Humentum and the OSSIG Committee. Members shall make full and immediate disclosure to the Committee if any such conflict should occur and disqualify themselves from the relevant elements of the Committee business.