



# CHAPTER AFFILIATION AGREEMENT

## WHO IS ENGINEERS WITHOUT BORDERS UK?

Engineers Without Borders UK are working to reach the tipping point to ensure a safe and just future for all. Part of a global movement of over 60 Engineers Without Borders organisations, we inspire, upskill and drive change across the engineering sector to put global responsibility at the heart of engineering.

## WHAT IS A UNIVERSITY CHAPTER?

Our University Chapters are established by students who want to put global responsibility at the heart of engineering. Together, they are an essential part of the Engineers Without Borders UK movement who are working to ensure a safe and just future for all through extracurricular activities, working with communities both in and outside of their universities. The activities they deliver allow students to learn, develop and trial ideas, at a pivotal point in their educational journey.



## WHAT DO CHAPTERS DO?

Each chapter is unique, but they collectively encourage an understanding of global responsibility in their members. They do this through a number of activities such as;

- STEM Outreach workshops, inspiring the next generation of engineers
- Design Challenges
- Talks and discussions
- Projects
- Networking events



## WHAT'S NEXT?

Attached is an Affiliation Agreement which is a legal document detailing the affiliation between your Chapter and Engineers Without Borders UK.

You should take time to read this document before it is signed to ensure you have understood your Chapters role within the Engineers Without Borders UK movement.

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## *Parties*

(1) **ENGINEERS WITHOUT BORDERS UK** a company limited by guarantee (No. 4856607) and a registered charity (number 1101849 and Scottish number SC043537) whose registered office is at The Foundry, 17 Oval Way, London, SE11 5RR, UK. (the “Charity”).

(2) The individuals whose names and addresses are set out in Schedule 1 in their capacity as the representatives for the time being of:

**SOCIETY**, being a students’ union / guild society at the  
University of (the University”) whose principal office is at  
 (“the Affiliate”)

## *Background*

A. The Affiliate is a students’ union / guild society, the members of which have expressed an interest in becoming affiliated with the Charity.

B. This Agreement formalises the relationship between the Affiliate and the Charity with the aims of ensuring consistency of approach between all the Charity’s affiliated organisations.

## **1. Definitions and Interpretation**

In this Agreement the following words and phrases have the following meanings:

“Area” means the city or town in which the Affiliate (or the University) is registered (or such broader or narrower area that the Charity may from time to time specify).

“Art” means a work of creative expression, including but not limited to: books, scripts, websites, lesson plans, blogs and any other forms of writings; photographs and other visual images; some compilations of data; films, video games and other visual materials; musical compositions, sound recordings and other audio works; but not including facts or ideas underlying the creative expression.

“Articles” means the Articles of Association of the Charity.

## Engineers Without Borders UK Chapter Affiliation Agreement 2021-22

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“Authorised Activities”	means the activities of the Affiliate authorised by the Charity under this Agreement set out in Clause 2 (as amended from time to time).
“Best Use”	a use of the Logo and Name which: (i) promotes and is consistent in all respects with the objects and/or policy of the Charity from time to time; (ii) does not and will not damage or conflict with the good name and reputation of the Charity; (iii) does not and will not give rise to reasonable objection by a significant number or group of supporters or beneficiaries of the Charity or by its Trustees; and (iv) (within the above constraints) seeks to maximise the direct and indirect benefits to the Charity.
“the Committee”	means the Affiliate's managing committee.
“the Financial Year”	means the twelve month period from 1st April 2021 to 31st March 2022.
“the Logo”	means the logo of the Charity (including the Name) in such format as is authorised by the Charity.
“the Memorandum”	means the Memorandum of Association of the Charity.
“the Name”	means (i) “Engineers Without Borders UK”, “EWB-UK”, “Engineers Without Borders”, “EWB”; and (ii) any name subsequently adopted by the Charity and notified to the affiliate in writing, in each case, any other reasonable derivatives, and all related goodwill.
“the Objects”	means the charitable objects of the Charity. These are detailed in the Memorandum.
“the Rules”	means, if relevant, the Students’ Union / Guild Rules from time to time in force governing operations of the Affiliate and any other rules and/or regulations of the University to which the Affiliate and/or members of its managing committee are subject.
“the Trustees”	means the Trustees of the Charity and (where applicable) includes any person exercising the delegated authority of the Trustees in relation to the Affiliate.

# **Engineers Without Borders UK**

## **Chapter Affiliation Agreement 2021-22**

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### **2. Authorised Activities**

2.1 The Affiliate is authorised to undertake such activities related to the Charity as specified by the Charity and, where relevant, which are consistent with University Students' Union / Guild Rules to which the Affiliate is subject.

2.2 The Charity currently specifies the following as Authorised Activities:

- Delivery of approved School Outreach workshops as may be determined by the Charity from time to time
- Participation in events, competitions and other activities that may be advertised or promoted by the Charity to its Affiliates
- Raising funds, either for the running costs of the Affiliate, or for the Charity, though the distinction between such events must be made clear to donors
- The organisation of, or participation in, local or regional events that are in line with the Charity's objects
- Social events aimed at promoting the work of the Charity
- Other activities as may be determined by the Charity from time to time

2.2 The list of Authorised Activities may be amended by the Charity from time to time with notice to the Affiliate.

### **3. Support by the Charity**

3.1 For the duration of this Agreement the Charity shall provide recognition and support to the Affiliate in relation to the pursuit of its objectives. This may include the provision of guidance booklets, marketing packs as well as one or more training events for the benefit of the Affiliate.

3.2 The Charity may, at its discretion, provide financial support to the Affiliate in respect of out of pocket expenses incurred by the Affiliate in respect of Authorised Activities carried out by the Affiliate. Such support will only be awarded by prior agreement by the Charity and within the agreed budgeting parameters. The Affiliate must provide a detailed breakdown of all such expenses and statement of reasonable expenditures as the Charity may require.

### **4. Use of Name and Logo**

4.1 The Affiliate acknowledges that the Name and Logo is owned wholly by the Charity.

4.2 The Charity hereby grants the Affiliate a non-exclusive revocable licence to make Best Use of the Name and/or Logo for the sole purpose of undertaking Authorised Activities

## Engineers Without Borders UK Chapter Affiliation Agreement 2021-22

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in or with reference to the Area, provided that any use of the Name or Logo must clearly identify the name of the Affiliate and/or the name of the University. Neither the Name nor the Logo may be used outside the Area or used without reference to the name of the Affiliate or the name of the University without the prior written consent of the Charity.

4.3 The Affiliate shall ensure that in all its operations and dealings it represents its status in relation to the Charity as an independent licensee without any authority to act on behalf of the Charity.

4.4 The Affiliate undertakes to follow any guidance given by the Charity governing the use of the Name and Logo and associated visual branding.

4.5 Any breach by the Affiliate of clause 4 shall be considered a fundamental breach for the purposes of clause 10.3, and the Charity shall be entitled to terminate this Agreement with immediate effect upon such breach.

### 5. Obligations of the Affiliate

The Affiliate shall:

5.2 Select executive officers for, at a minimum, the following positions:

- (a) a chair,
- (b) a treasurer, and
- (c) a secretary

or equivalents. The Affiliate may select more executive officers.

An executive officer must also become a Member of the Charity pursuant to Article 11 (Members) of the Articles of Association of the Charity within a period of 30 days of affiliating.

5.3 Ensure compliance with the objectives of the Charity, which are set out below, as at the date of this Agreement:

We urgently need to balance the needs of all people with the needs of our planet. Together, we will put global responsibility at the heart of engineering, ensuring a safe and just future for all.

**Vision:** Society balances the needs of all people with the needs of our planet.

**Mission:** To put global responsibility at the heart of engineering.

#### **Strategic goals:**

Inspire- Encourage lifelong, meaningful commitment to globally responsible engineering.

Upskill- Equip the engineering community with the skills and expertise to be globally responsible.

Drive Change- Collaborate with organisations to enable globally responsible engineering to become mainstream.

Chapters are a key part of the Engineers Without Borders UK movement. They are established by students that want to see a real change in engineering. Together, they inspire

## **Engineers Without Borders UK Chapter Affiliation Agreement 2021-22**

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those within the engineering community to embed globally responsible principles through extracurricular activities.

Notwithstanding the foregoing, the parties agree and acknowledge that the objectives of the Charity may be subject to changes following from changes to the strategy of the Charity

5.4 Ensure compliance with the objectives of any current policy or project from time to time of the Charity.

5.5 Ensure compliance with any reasonable further objectives as notified from time to time by the Trustees to the Affiliate.

5.6 Substantially adopt, maintain and comply with the model constitutional provisions set out in Schedule 2;

5.7 immediately seek guidance from the Trustees on any matters in relation to the Charity over which there is doubt about authorisation or legality;

5.8 Co-operate with the Charity as reasonably required by the Trustees in relation to any study or evaluation the Charity wishes to conduct in the Area.

5.9 Keep the Charity notified of the first three appointees to the Committee as President / Coordinator, Treasurer and Secretary and thereafter of any changes to these positions.

5.10 Ensure, if the Trustees of the Charity reasonably believe that a Committee member is responsible for a fundamental or repeated breach of the Rules or of the provisions of this Affiliation Agreement and notify the Affiliate accordingly, that the individual be removed from the Committee,

5.11 Ensure any contact and event information provided on Affiliate's web-pages or social media is kept up to date and such web-pages or other systems are used in accordance with the Charity's guidelines and procedures as may be determined from time to time,

5.12 Ensure e-mail accounts are used in accordance with the Charity's guidelines and procedures as may be determined from time to time.

5.13 Ensure that all communications, events and social media from the Affiliate clearly demonstrates the relationship the Affiliate has to the Charity,

5.14 Maintain regular contact with the Charity,

5.15 Maintain knowledge of the Charity's vision, mission, aims and work through attendance at relevant events and training.

5.16 The Affiliate shall follow applicable student union rules and guidelines, including, without limitation, training requirements, health and safety and risk assessment.

## **Engineers Without Borders UK**

### **Chapter Affiliation Agreement 2021-22**

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5.17 The Affiliate undertakes to report:

- (a) any incident of failure to comply with the rules and guidelines specified in clause 5.16 above within 30 days of becoming aware of the incident;
- (b) any major incidents [being such incidents which may have a material adverse effect on the Affiliate, including its finances and reputation] within 10 days of becoming aware of the incident
- (c) any change of legal status of the Affiliate within 7 days of becoming aware

## **6. Financial Matters**

The following specific financial provisions shall also apply in respect of the Affiliate:

6.1 the Affiliate shall maintain proper and accurate financial and accounting records including;

- records of all income and expenditure
- receipts and supporting documentation for all transactions

6.2 the Affiliate will provide the following information by 30 April following the end of each Financial Year if asked by the Charity;

- a summary of income and expenditure for the Financial Year in excel format;
- bank statements for all accounts (with a bank, union, or other organisation) showing the cash balance at the end of the Financial Year;
- a summary of any cash float balances held by the Affiliate at the end of the Financial Year,
- a list of bank signatories for all bank accounts held by the Affiliate and a description of their role for the Affiliate,

6.3 the Affiliate shall comply with fundraising guidelines issued by the Charity (which may be updated by the Charity from time to time and notified to the Affiliate by the Charity).

## **7. Volunteering**

7.1 The Affiliate may propose individuals for participation in UK based operations of the Charity as volunteers by putting the individuals in contact with the Charity.

7.2 The Trustees shall give due care and consideration to each proposal under Clause 7.1 and, in their absolute discretion, make a decision as to the individual's appropriateness for a volunteering role.

7.3 If the Trustees decide that an individual is appropriate for a volunteering role, the Charity shall enter into a separate agreement with that individual in relation to that role.

## **Engineers Without Borders UK Chapter Affiliation Agreement 2021-22**

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### **8. International Activities**

8.1 Affiliates or members of Affiliates are not authorised to undertake any international activities using the name, logo or related goodwill of the charity, including the name of the Affiliate, or in a manner that could reasonably be connected with the charity, except through any international projects, programmes and opportunities advertised by the charity from time to time or otherwise with the prior written consent from the charity.

8.2 Breach of clause 8.1 will be considered grounds for withdrawal of permission for the Affiliate to use the charity name and/or logo and for withdrawal of Affiliate status, and the Charity may be entitled to terminate this Agreement upon such breach.

### **9. Representations/Disputes in relation to this Agreement**

9.1 The Affiliate may make written representations to the Trustees on any matter relating to this Agreement or the objectives or activities of the Affiliate which the Trustees shall consider.

9.2 In the event of a dispute relating to the provisions of this Agreement the following procedure should be followed:

9.2.1 the matter should be referred to the Head of Sustainable Growth;

9.2.2 if the Head of Sustainable Growth cannot resolve the matter to the satisfaction of all relevant parties the matter shall be referred to the Chief Executive;

9.2.3 if the Chief Executive cannot resolve the matter to the satisfaction of all relevant parties the matter shall be referred to the Trustees.

9.3 In the absence of manifest error the decision of the Trustees shall be binding on all relevant parties.

### **10. Termination**

10.1 This Agreement will automatically terminate on 1 September 2022 unless extended by prior written agreement of the parties.

10.2 This Agreement may also be terminated by either party giving to the other not less than three calendar months' notice in writing to expire at any time.

10.3 Each party may immediately terminate this Agreement by giving written notice to the other in the event of the fundamental or repeated failure by the other to observe any provision of this Agreement.

## **Engineers Without Borders UK Chapter Affiliation Agreement 2021-22**

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10.4 All provisions of this Agreement which, in order to give effect to their necessary intent and meaning, are capable of surviving its termination, shall remain in full force and effect to such extent. The parties' rights and obligations in clauses 13 shall survive termination.

10.5 Termination of this Agreement for whatever reason shall not affect any accrued rights or liabilities of the parties arising prior to termination.

10.6 On termination of this Agreement:

10.6.1 the Affiliate cease all actions and remove any marketing or promotional material which might cause any person to believe that it is still associated with the Charity or licensed to use the Name and/or Logo;

10.6.2 the Affiliate's right, authority and licence to use the Name and/or Logo shall cease immediately;

10.6.3 the Affiliate shall change its official name as soon as required formalities allow and any trading name immediately after the date of termination to remove any element relating to the Name;

10.6.4 the Affiliate shall deliver to the Charity, or at the Charity's option destroy (providing reasonable evidence of such destruction), all materials in any form relating to the Affiliate's use of the Name and/or Logo;

10.6.5 the Affiliate shall hereby assign to the Charity by deed all goodwill arising from the Affiliate's use of the Name and/or Logo;

### **11. Assignment and Sublicensing**

11.1 The Affiliate shall not assign, pledge, transfer or encumber any right or interest granted under this Agreement without the prior written consent of the Charity.

11.2 The Affiliate may not grant sub-licences of rights under this Agreement without the written consent of the Charity, which the Charity envisages will only be given in exceptional cases.

### **12. Protection of the Charity's rights in the Name and/or Logo**

12.1 The Affiliate shall, in accordance with the Charity's instructions, include a notice of the Charity's ownership of the Name and/or Logo in any documents or materials in any medium distributed by the Affiliate.

### **13. Confidentiality and Publicity**

13.1 Both parties shall keep in confidence any information of a confidential nature obtained under this Agreement, or relating to this Agreement and shall not use it or divulge it

## **Engineers Without Borders UK Chapter Affiliation Agreement 2021-22**

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to any person without the written consent of the other party, other than to staff, directors, trustees, agents or professional advisers, on a need to know basis and for the purposes of this Agreement.

13.2 The preceding clause does not apply to information:

13.2.1 in the public domain (otherwise than by breach of this agreement);

13.2.2 in the lawful possession of the receiving party prior to the date of this Agreement (other than through liaison between the parties prior to and in anticipation of this Agreement);

13.2.3 obtained from a third party free to divulge it; or

13.2.4 required to be disclosed by a Court or other competent authority;

### **14. Data protection**

14.1 The Affiliate subscribes to the Charity's data protection policy as detailed in Schedule 3.

### **15. Licensing of art**

15.1 Any Art created or acquired by the Affiliate over the duration of this agreement shall belong to the Charity and the Affiliate hereby assigns all rights, title and interest in the same to the Charity.

### **16. Mutual Indemnities**

16.1 Each party undertakes to indemnify and keep indemnified the other against all liabilities arising directly or indirectly as a result of any breach of that first party's obligations under this Agreement. For the avoidance of doubt, any claim made by the Charity under this clause 16.1 shall not prejudice the Charity's rights against the Affiliate under any other provision of this Agreement.

### **17. Amendments**

17.1 No amendment of this Agreement shall be valid unless set out in writing signed on behalf of both parties.

### **18. Waiver of rights**

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

## **Engineers Without Borders UK Chapter Affiliation Agreement 2021-22**

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### **19. Entire Agreement**

19.1 This Agreement includes the entire understanding between the parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, negotiations and/or understandings between the parties. No representations, warranties, covenants or conditions, express or implied, have been made by the parties except as expressly stated in this Agreement.

### **20. Independent status**

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

### **21. Severance**

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

### **22. Notices**

22.1 All notices required under this Agreement shall be in writing and be addressed, in relation to the Charity, to the address in the heading to this Agreement for the attention of the Chief Executive and, in relation to the Affiliate, to its Representatives listed under Schedule 1. All notices shall be sent by recorded delivery mail or some other form of delivery involving proof of delivery.

22.2 The effective date of receipt by the other party of any notice under this Agreement shall be the date shown on the proof of delivery received from the postal or delivery service used by the sender of the notice.

### **23. Third Party Rights**

23.1 This Agreement does not and is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

### **24. Governing Law**

24.1 This Agreement and its interpretation, construction and effect shall be governed by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

**Engineers Without Borders UK  
Chapter Affiliation Agreement 2021-22**

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Signed:

For and on behalf of Engineers Without Borders UK

Signature:

Name:

Position:

Date:

For and on behalf of:

As President of my Chapter, I understand that I am signing this agreement on behalf of my fellow committee members and that I am responsible for distributing the relevant information from this affiliation agreement to the Treasurer, Secretary and other members of my committee.

Signature:

Name:

Position:

Date:

**Engineers Without Borders UK  
Chapter Affiliation Agreement 2021-22**

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***Schedule 1***

**Contact details of representatives for the Affiliate:**

Chapter name:	
Committee position:	Name:
Phone:	Email:
Committee position:	Name:
Phone:	Email:
Committee position:	Name:
Phone:	Email:
Committee position:	Name:
Phone:	Email:
Committee position:	Name:
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**Engineers Without Borders UK  
Chapter Affiliation Agreement 2021-22**

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**Additional contact details:**

<b>Engineering department contact details/ academic contact details:</b>	Name:
	Address:
	Tel:
	Email:
<b>Students' Union / Guild contact details:</b>	Address:
	Tel:
	Email:

# Engineers Without Borders UK

## Chapter Affiliation Agreement 2021-22

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### *Schedule 2 - Constitution Provisions for Affiliates*

#### **1. Managing Committee**

1.1 The Affiliate shall form a Managing Committee which shall consist of at least three individuals. In the case of an Affiliate that is also a part of a University Student Union or equivalent, all members of the Managing Committee shall be members of the University of which the Affiliate is part.

1.2 One of the Committee members shall be designated as the President or Coordinator of the Committee, one shall be designated as the Treasurer of the Committee, and one shall be designated as the Secretary of the Committee.

1.3 The Affiliate shall notify the Charity of any changes to the composition of the Committee during the term of the Affiliation Agreement.

1.4 In the case of an Affiliate that is also part of a University Student Union or equivalent, all members of the Committee shall comply with the rules of any University Students' Union or equivalent, to which the Affiliate is subject along with the terms of the Affiliation Agreement with the Charity.

1.5 If the Committee receives notification from the Charity under clause 5.8 of the Affiliation Agreement that its Trustees reasonably believe that a Committee member is responsible for a fundamental or repeated breach of the Rules or of the provisions of the Affiliation Agreement, the Committee shall without delay remove the individual from the Committee.

#### **2. Accounts**

2.1 The Affiliate shall maintain proper and accurate financial and accounting records in accordance with Clause 6 of the Affiliation Agreement.

## Engineers Without Borders UK Chapter Affiliation Agreement 2021-22

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### *Schedule 3 - Data Protection Policy for Affiliated Chapters*

Engineers Without Borders UK is committed to meeting its data protection obligations under the General Data Protection Regulation and the Data Protection Act 2018. Affiliated Chapters subscribe to the [Charity's Data Protection Policy](#) as part of the terms of affiliation. Failure to comply with this Policy may result in disciplinary action up to and including disaffiliation from the Engineers Without Borders UK network.

The Charity and its Affiliates will strive to observe the law in all collection and processing of subject personal data and will meet any subject access request or other data subject request in compliance with the applicable law.

Engineers Without Borders UK and its Affiliates will only use personal data in a way that is not prejudicial to the interests of individuals.

Engineers Without Borders UK and its Affiliates will take due care in the collection and storage of any sensitive data. Engineers Without Borders UK employees, Trustees and volunteers and Affiliate committee members and volunteers will do their utmost to keep all data accurate, up-to-date and secure.

All Engineers Without Borders UK staff and volunteers, including those in Affiliated Chapters, must be aware of the requirements of the Data Protection Act when they collect or process personal data. They must not disclose personal data except where permitted by law. All collection and processing must be done in good faith.

Engineers Without Borders UK and its Affiliates will clearly and transparently inform data subjects of any processing involving their personal data. Anyone processing personal data must comply with the eight enforceable principles of good practice. These state that personal data must be:

- Lawfulness, fairness and transparency – abide by all relevant laws, be fair to the data subject, be transparent (up front) about what you want the data for, and what you will do with it.
- Purpose limitation - only use the data for the purpose(s) you stated.
- Data minimisation – only collect data you need and will actually use.
- Accuracy – ensure processes are in place to keep data up to date.
- Storage limitation – do not keep data longer than required, and have a data deletion policy that you have processes in place to implement.
- Integrity and confidentiality (security) – keep data and systems secure.
- Accountability– you must take responsibility and be able to show that you are doing so (ie documentation, ready for audit etc).