PURPOSE

1.1. The name of the network initiative is “Fabø”.

1.2. The purpose of Fabø is to empower changemakers, whether individuals or organisations, to participate responsibly and effectively in social change, through humanitarian and development work.

This empowerment comes from strengthening individual competences, cultivating peer-to-peer learning and supporting primarily civil society organisations (“CSOs”) with effective learning processes, such as customisable learning resources, learning technology, learning design methodologies and cross-organisational collaboration and capacity sharing.

1.3. All Members of Fabø shall be guided by International Human Rights as an overall reference frame for social change.

1.4. Fabø seeks to contribute to the UN 2030 Agenda and the Sustainable Development Goals, especially to goal 16 on peace, justice and strong institutions and goal 17 on global partnerships for sustainable development.

INCORPORATION

2.1. DanChurchAid (CVR 36980214), Meldahls gate 3, 1613 Copenhagen, Denmark.

MEMBERSHIP

3.1. Fabø is open to members subject to their commitment to Fabø’s rules, regulations and policies, and the approval of membership by the Fabø Learning Lab (see section 5.4) in accordance with Section 3.4 below.

3.2. A Fabø Member is either an organisational entity or a network of organisations.

3.3. Individuals can participate in the network by creating a free user account and hereby join the global Fabø Community. However, Individuals cannot become a Fabø Member.

3.4. The Fabø Learning Lab approves new Members subject to Fabø’s rules, regulations and policies. Membership is obtained when the Member has signed the “Fabø Charter”, including relevant annexes, and payment of the membership fee has been received.

3.5. Fabø members commit to the following principles as a guidance for all their actions and activities:

(1) To be collaborative - we pursue synergies, co-creation and exchange across organisational and network boundaries whenever possible.

(2) To be responsible - our interactions are transparent and accountable. Any content and resources on fabo.org should be in accordance with the purpose of Fabø and the do-no-harm principle.

(3) To be respectful - we respect the differences of Fabø Members.

ACTIVITIES

4.1. Fabø members will take part in the following activities:

4.1.1. Learn - build learning opportunities

Fabø members will build and facilitate analogue, digital and blended learning activities; promote and cultivate communities of practice within and across Members; and build a collection of open learning resources, templates and customisable, off-the-shelf...
courses that can easily be utilised in Member organisations.

4.1.2. Technology - integrate learning technology

Fabo members will utilise the digital learning platform fabo.org, the Fabo app and other tools to facilitate and manage learning materials and processes. The learning platform has different learning spaces for different users and Member organisations:

- Space for the individual learner (edited by the individual)
- Space for each Member organisation (edited by the Member)
- Space for a network of organisations (edited by the network organisation)
- Space for the whole Fabo network (edited by the Fabo Learning Lab).

4.1.3. Design - build effective learning designs

Fabo Members will facilitate a global community of practice on learning and capacity development focusing on improving learning methodologies, including basic guidelines and performance support resources.

Fabo members will support and promote innovative and learning organisations by advancing methodologies and learning strategies, cultivating communities of practice, exploring new technologies, and contributing to knowledge and research on organisational learning and capacity strengthening.

4.1.4. Share - cultivate co-creation and capacity sharing

Fabo members will develop shared learning content across Members and contribute to the further development of Fabo.

Fabo members will participate in the Annual Membership Meeting for Fabo Members.

GOVERNANCE

5.1. Fabo consists of three governing bodies with different tasks and competences: The Annual Membership Meeting, the Advisory Group and Fabo Learning Lab. Fabo activities shall not be contrary to the Article of Association of DanChurchAid.

5.2. Annual Membership Meeting

5.2.1. The Annual Membership Meeting is held annually and can be conducted online to lower the cost of participation and to limit CO2 emission.

5.2.2. A Fabo Member is entitled to vote at the Annual Membership Meeting provided that the Fabo Charter has been signed by the member and payment of the membership fee has been received prior to the meeting.

5.2.3. Individual Fabo community participants may participate in the Annual Membership Meeting as observers but have no voting rights.

5.2.4. Fabo members should be notified of the Annual Membership Meeting in writing by the Fabo Learning Lab no later than four weeks, preferably eight weeks, before the Annual Membership Meeting. The invitation will be sent electronically to all Members and a provisional agenda for the Annual Membership Meeting must be enclosed.

5.2.5. On issues requiring a vote, the voting is headed by the moderator.

5.2.6. Each Member has one vote. Members can transfer their voting right to other members through a proxy.
5.2.7. The agenda of the Annual Membership Meeting should as a minimum contain:

1. Selection of moderator(s) and notetaker(s)
2. Approval of the agenda
3. Report by the Fabo Learning Lab on the past year and discussion thereof
4. Report by the Fabo Learning Lab on membership status
5. Report by the Fabo Learning Lab on ongoing and planned activities and discussion thereof
6. Discussions of proposals received
7. Election of two Advisory Group Members and chair
8. Any other business.

5.2.8. Decisions are made based on a simple majority vote, except for decisions set forth below in Section 8 (Dissolution).

5.3. Advisory Group

5.3.1. The Advisory Group shall advise the Fabo Learning Lab on:

1. The strategic direction and rules, regulations and policies for Fabo
2. Membership engagement and development
3. Other relevant matters.

5.3.2. The Advisory Group consists of five Members, including:

One (1) Member appointed by DanChurchAid as initiative lead and Host Organisation for fabo.org and the Fabo Learning Lab

One (1) Member appointed by ACT Alliance as founding Member

Two (2) Members elected at the Annual Membership Meeting

Head of Fabo Learning Lab (appointed by DanChurchAid as juridical entity for Fabo)

5.3.3. The two members of the Advisory group are elected by the Annual Membership Meeting.

5.3.4. Advisory Group Members are elected for two years on a running basis. One is elected per year. [The Member who received most votes at the first Annual Membership Meeting will be elected for three years.]

5.3.5. Members can run for a seat in the Advisory Group in absentia through a proxy.

5.4. Fabo Learning Lab

5.4.1. The Fabo Learning Lab is hosted and led by DanChurchAid (DCA) as the juridical entity. DCA owns the technical system behind fabo.org, which is utilised by Fabo. DCA’s obligation is only related to the fabo.org platform and DCA’s learning sites. DCA cannot be held responsible for any content or data processing on fabo.org that is not on DCA’s own learning sites.

5.4.2. The Fabo Learning Lab consists of specialised learning professionals, who can support the development of learning projects and learning content.

5.4.3. Members of Fabo may use the Fabo Learning Lab as a support unit for technical, methodological and didactical assistance, as well as for development and facilitation of courses, and other learning content. The use of Fabo Learning Lab and support is subject to availability and capacity, and coverage of costs. The Fabo Learning Lab is responsible for leading and coordinating the day-to-day
Initiative activities and acts as a secretariat for Fabo. The Head of the Fabo Learning Lab is responsible for calling the Advisory Group meetings as per agreed schedule.

**PAYMENT & FEES**

6.1. Fabo is primarily funded through membership fees and project-based contributions. Funds from external donors can also supplement income. The intention is to reduce the financial barrier for membership and thus ease access for more CSOs on a non-profit basis.

**TERMINATION & EXCLUSION**

7.1. Termination of membership must be done in writing to info@fabo.org with three months’ notice. The membership fee will not be refunded for that incumbent year. The leaving Member has the right to download content from fabo.org, which the Member has produced or contributed to financially. The responsibility to download content rests with the Member and shall be completed within three months from the date of the formal notice of termination.

7.2. If a Member has acted in contravention of this Fabo Charter, the Fabo Learning Lab can exclude the Member. The membership fee will not be refunded in this case.

7.3. Exclusion from the Fabo Initiative does not terminate or limit in any way the responsibility of Fabo Members under other agreements, including but not limited to, the Joint Controller Arrangement and the Fabo Platform - Terms and Conditions.

**ANNEXES**

Annex 1: Joint Controllership Arrangement regarding the Fabo Learning Platform

Annex 2: Fabo Platform - Terms and Conditions

**SIGNATURES**

For [Organisation name] ([registration number]; [address]; [postal code + city]; [country])

Date: [dd/mm 20yy]

____________________________________
[Name], [title], [e-mail]

For Fabo Learning Lab:

Date:

____________________________________
Simon Skårhøj, Head of Fabo Learning Lab and contact person, ssk@dca.dk

For DanChurchAid as host organisation for Fabo:

Date:

____________________________________
Jonas Vejsager Nøddekær, International Director