

PM4NGOs Code of Ethics

Last Update: October 2021

1. Introduction

PM4NGOs is an international NGO that promotes and sustains the professionalism of program and project management in the international development sector and is the owner of PMD Pro and Program DPro.

We're dedicated to the advancement of project management skills of individuals and organizations working in the development sector throughout the world. Our aim is to reach not just donor organizations and NGOs, but community-based organizations and individuals on the ground who are making the difference, often against the odds and with minimal resources.

What we do:

We develop best practice guides, methodologies, tools, and techniques to help project managers in the development sector to improve the impact of their projects. Our work is implemented in partnership with the most known NGOs and skilled experts. Our products and resources must always be affordable, accessible, and appropriate.

Our Vision:

An equitable and sustainable world where social investment achieves the greatest impact

PM4NGOs will help achieve this vision through its work in promoting excellence in the management of social investment projects and programs. We will create and maintain best practice guidance for development professionals, certification schemes for those working in the sector who will be proud to hold an internationally recognized qualification and a forum for communication and discussion about international development sector best practices.

Our Mission:

To promote and sustain the professionalism of program and project management in the international development sector.

2. Purpose

The purpose of this Code of Ethics is to provide clear guidance to the members of the PM4NGOs Board and management team, its employees, contractors, suppliers, and all partners in its activities in situations in which they:

- Are uncertain about how to behave or act.
- Face a real or potential conflict of interest.
- Need help to make the right and true decision for all concerned and to protect the good standing and reputation of PM4NGOs.

Anyone employed by, hired as a consultant by, or acting on behalf of PM4NGOs who still cannot find the guidance they need in this Code, or who is in any doubt about how to deal with an ethical issue, should immediately consult the PM4NGOs Executive Director or to the Chair (or other Board Officer) of PM4NGOs.

3. Core Values

- Transparency, integrity, and honesty.
- Inclusiveness and social justice.
- Respect for pluralism and diversity.
- Work collaboratively and honestly with everyone we deal with.
- Respect for the communities we work with and serve.
- Responsible stewardship of resources.
- We are committed to:
 - Innovation and excellence in everything we do.
 - Projects and decisions focused on local and community-based professionals and organizations.
 - Appropriate¹, affordable², and accessible³ guides, products, services, and platforms.

4. Professional Responsibility

PM4NGOs places the highest trust and value in its employees, consultants, and volunteers. It takes all possible care with their recruitment, selection, training, professional development, involvement, remuneration, occupational health, safety, and well-being at work.

All staff, board members, consultants, and volunteers of the organization must act with honesty, integrity, and openness in all their dealings as representatives of PM4NGOs.

Relations with and between employees and all involved in the PM4NGOs' operations are based on the agreed Core Values given in (2) above.

PM4NGOs respects the wholeness and well-being of its employees. It encourages and helps them to develop their skills and careers and to maintain the right balance between work, home, and leisure.

5. Financial Practice and Transparency

PM4NGOs financial affairs shall be conducted in a responsible manner, consistent with the ethical obligations of stewardship and all applicable laws.

The cost-effectiveness of the PM4NGOs programs and operations shall be reviewed regularly by the governing board. No more will be spent on administration and programs than is required to ensure effective management and program excellence.

All restricted or designated donations shall be used for the purposes for which they were given unless PM4NGOs has obtained legal authorization to use them for other

¹ Common and contextualized vocabulary and framework specifically for the development and humanitarian sectors.

² Guides and online learning platforms are free learning resources for the development and humanitarian community. Certification's exams are set at a pricing model feasible for community-based organizations and professionals.

³ Guides and certifications are translated to local languages with focus on developing countries, according to PM4NGOs and its partners capacity and availability.

purposes. Alternative uses will be discussed where possible with the donor or the donor's legal designate.

PM4NGOs provides comprehensive and timely information to the public, the media, and all stakeholders and is responsive in a timely manner to reasonable requests for information. All information about the organization will fully and honestly reflect the policies and practices of the organization.

Basic informational data about the organization, such as activities and financial reports, will be posted on the organization's website or otherwise available to the public.

Annual financial reports are necessary to achieve transparency and accountability to donors and the public. PM4NGOs should produce them and make them easily accessible. Financial reports should:

- be factual and accurate in all material respects.
- disclose the gross amount of revenues.
- disclose the total amount of expenses.

Official Financial Reports and Procedures

PM4NGOs will annually submit the forms and reports required by the Internal Revenue Service of the United States of America, reviewed, and signed by a Certified Public Accountant.

6. Relationship with partners

PM4NGOs is committed to close relationships of trust and transparency with its partners. The privacy of partners shall be respected. Any partner records that are maintained by PM4NGOs shall be kept confidential to the greatest extent possible. Partners shall have the right to see their own record, and to challenge its accuracy.

PM4NGOs will not seek to acquire knowledge of a competitor's business by disreputable means, or to damage a competitor's reputation either directly or by implication or innuendo.

PM4NGOs will not do business with any organization which fails to observe basic human rights.

7. The Environment

PM4NGOs is committed to preventing or (where total prevention is not possible) minimizing any effects of its operations which are detrimental to the natural environment. It sets out and seeks to abide by environmental quality standards which reflect all relevant environmental legislation in the countries in which PM4NGOs operates.

PM4NGOs requires its employees to carry out their work with proper regard for good environmental practice and (as far as practicable) to conserve energy and resources.

8. Ethical Leadership

PM4NGOs has an active governing body that is responsible for setting the mission and strategic direction of the organization, oversight of the finances, operations, and policies of the organization, and contribute with their expertise, volunteer work, and guidance to achieve the organization's projects and programs success. The governing body:

- Ensures that its board members or trustees have the requisite skills and experience to carry out their duties and that all members understand and fulfill their governance duties acting for the benefit of PM4NGOs.
- Is responsible for the hiring, firing, and regular review of the performance of the Executive Director and ensures that the compensation of the Executive Director is reasonable and appropriate.
- Ensures that the Executive Director and appropriate staff provide the governing body with timely and comprehensive information so that the governing body can effectively carry out its duties.
- Ensures that the organization conducts all transactions and dealings with integrity and honesty.
- Ensures that the organization promotes working relationships with board members, staff, volunteers, and program beneficiaries that are based on mutual respect, fairness, and openness.
- Ensures that the organization is fair and inclusive in its hiring and promotion policies and practices for all board, staff, and volunteer positions.
- Ensures that the resources of the organization are responsibly and prudently managed; and,
- Ensures that the organization has the capacity to carry out its programs effectively.

9. Conflicts of Interest

PM4NGOs must maintain a high level of trust with our stakeholders. PM4NGOs employees, Board Members, consultants, and volunteers must protect the interests of its stakeholders as well as PM4NGOs's professional integrity and should not engage in activities that create actual, apparent, or potential conflicts of interest.

To avoid activities that are in conflict or may appear to be in conflict with any of the provisions of this Code of Ethics and not-for-profit professional standards, PM4NGOs employees, Board Members, consultants, and volunteers must:

- Refrain from using your position for personal, material, or financial gain or the appearance of such.
- Refrain from giving or seeking preferential treatment in the human resources processes, services, or partnership processes.
- Prioritize your obligations to identify conflicts of interest or the appearance thereof; when conflicts arise, disclose them to the Executive Director or to the Chair (or other Board Officer) of PM4NGOs.

10. Use of Information

PM4NGOs considers and protects the rights of individuals, especially in the acquisition and dissemination of information while ensuring truthful communications and facilitating informed decision-making.

To build trust among all organizational constituents and partners by maximizing the open exchange of information, while eliminating anxieties about inappropriate and/or inaccurate acquisition and sharing of information, PM4NGOs employees, Board Members, consultants, and volunteers must:

- Acquire and disseminate information through ethical and responsible means.
- Investigate the accuracy and source of information before allowing it to be used in any decisions.
- Safeguard restricted or confidential information.
- Take appropriate steps to ensure the accuracy and completeness of all communicated information about PM4NGOs policies and practices.

General Data Protection Regulation (GDPR)

Even though PM4NGOs is based in the United States of America, its projects, initiatives, and operations are global. For that reason, PM4NGOs complies with the General Data Protection Regulation (GDPR) provisions and requirements pertaining to the processing of personal data of individuals (formally called data subjects in the GDPR) not only inside the European Union but also from any country of residence.

Non-Disclosure Agreements

[Annex I](#) presents detailed procedures adopted by PM4NGOs for non-disclosure of confidential information.

- The NDA must be included in all projects and initiatives that involve sharing or shifting information between PM4NGOs and other organizations and individuals.
- The NDA might be adapted to fulfill the specific initiative / project outline and the partner policies and regulations.

11. Final Considerations

As a non-profit organization at the forefront of project and program management best practices and certification, PM4NGOs' policy is to uphold the highest legal, ethical, and moral standards. Our partners and volunteers support PM4NGOs because they trust us to be good stewards of their resources, and to uphold rigorous standards of conduct. Our reputation for integrity and excellence requires the careful observance of all applicable laws and regulations, as well as a careful regard for the highest standards of conduct and personal integrity.

PM4NGOs will comply with all applicable laws and regulations and expects its directors, Board Members, employees, and volunteers to conduct business in accordance with the letter and spirit of all relevant laws; to refrain from any illegal,

dishonest, or unethical conduct; to act in a professional, businesslike manner; and to treat others with respect.

In general, the use of good judgment based on high ethical principles will guide directors, Board Members, volunteers, and employees with respect to lines of acceptable conduct. However, if a situation arises where it is difficult to determine the proper course of conduct, or where questions arise concerning the propriety of certain conduct by an individual or others, the matter should be brought to the attention of the Executive Director or to the Chair (or other Board Officer) of PM4NGOs. Board members should raise any such concerns with the Chair or the Officers of PM4NGOs' Board. In all questions involving ethics and conduct, the board will make relevant determinations, except that any individual whose conduct is at issue will not participate in such decisions.

12. Approval and Signatories

On behalf of PM4NGOs, we commend this Code of Ethics to our Board Members, management team, employees, consultants, contractors, suppliers, volunteers, and all whose activities affect the PM4NGOs' reputation and success.

Note: to include Board Officers signature (through DocuSign)

Annex I – PM4NGOs Mutual Non-Disclosure Agreement - Template

This Agreement is made on [insert date]

Parties:

- (1) The PM4NGOs a not-for-profit corporation organized under the Washington General Corporation Law and having its principal office at 4582 Heil Ave. #1 – Huntington Beach, CA 92649; and
- (2) [insert name] a [company/organization] incorporated in [country] under registration number [insert number] whose registered office is at [insert address].

Whereas

- A The parties propose to enter into negotiations concerning the Purpose.
- B In order to explore and discuss the Purpose, the parties may be disclosing and receiving Confidential Information between each other.
- C The parties wish to enter into obligations of confidentiality in respect of Confidential Information disclosed during such negotiations on the terms set out in this Non-Disclosure Agreement ('Agreement').

It is agreed

1. Definitions and interpretation

1.1. In this Agreement:

Authorized Persons	means, in relation to a Recipient, any of the following only to the extent that they are engaged in the evaluation or negotiation of the Purpose: its officers, directors, internal members and internal partners, employees, consultants, subcontractors or professional advisers, and any other person who has been previously approved in writing by the Discloser;
Business Day	means a day other than a Saturday, Sunday, or public holiday in the United States of America;
Confidential Information	means any information in whatever form (whether in writing, electronic or digital form, verbally or by inspection of documents, computer systems or sites or pursuant to discussions or by any other means) which is confidential in nature, designated orally or in writing by the Discloser as confidential or which may reasonably be

considered by a business person to be commercially sensitive provided by the Discloser (directly or indirectly) by any means to the Recipient (or to any Authorized Person) before or after the date of this Agreement in connection with or in anticipation of the Purpose including:

- (a) data, ideas and information (whether technical, commercial, financial or of any other type) in any form acquired under, pursuant to or in connection with this Agreement and any information utilized in or relating to the Discloser's (or its Group Members') business (including information relating to products (bought, manufactured, produced, distributed or sold), services (bought or supplied), operations, processes, formulae, methods, plans, strategy, product information, know-how, design rights, trade secrets, market opportunities, customer lists, commercial relationships, marketing, sales materials and general business affairs);
- (b) information relating to the customers, suppliers, methods, products, plans, finances, trade secrets or otherwise to the business or affairs of the Discloser (or its Group Members).
- (c) information acquired by observation by the Recipient or any Authorized Person at the offices of or other premises of the Discloser relating to the Purpose or to the affairs of the Discloser.
- (d) analyses, ideas, compilations, studies, and other material created by the Recipient or any Authorized Person which contain or otherwise reflect or are generated or derived from the information referred to above; and
- (e) the contemplation and implementation of the Purpose, and the existence and content of this Agreement;

Discloser

means a party who provides its Confidential Information to a Recipient (or to its Authorized Persons);

Group Member

means in relation to a party, any group undertaking of that party, in each case from time to time;

Intellectual Property Rights

means intellectual and industrial property rights, including copyright (including moral rights), patents, know-how, trade secrets, trademarks, service marks, trade names, design rights, registered designs, get-up, database rights, chip topography rights, mask works, utility models, domain names, rights in trade and business names and all similar rights and, in each case:

- (a) whether registered or not.
- (b) including any applications to protect or register such rights.
- (c) including all renewals and extensions of such rights or applications.

- (d) whether vested, contingent, or future.
- (e) including rights in the nature of unfair competition rights and rights to sue in passing off; and
- (f) wherever existing;

Purpose	means the evaluation and negotiation by the parties of potential business opportunities regarding [state the purpose], and the negotiation of a legally binding agreement to implement such purpose or project;
Recipient	means the parties who receive (or whose Authorized Persons receive) any Confidential Information from a Discloser; and
Use	means receive, store, transmit, access, read, analyze, disclose, share, print, copy, reproduce, extract, modify, adapt, incorporate, exploit, or use Confidential Information in whole or in part in any manner whatsoever.

1.2. In this Agreement:

- 1.2.1. a reference to this Agreement includes its schedules, appendices, and annexes (if any).
- 1.2.2. any table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement.
- 1.2.3. a reference to a 'party' includes that party's personal representatives, successors and permitted assigns.
- 1.2.4. a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.2.5. a reference to a 'company' includes any company, organizations, corporation, or other body corporate, wherever and however incorporated or established.
- 1.2.6. a reference to a gender includes each other gender.
- 1.2.7. words in the singular include the plural and vice versa.
- 1.2.8. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.
- 1.2.9. a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form including email.

1.2.10. a reference to legislation is a reference to that legislation as in force at the date of this Agreement and amended, extended, re-enacted, or consolidated from time to time; and

1.2.11. a reference to legislation includes all subordinate legislation made as at the date of this Agreement and from time to time under that legislation.

2. Provision and Use of Confidential Information

2.1. The Discloser may (but is not obliged to) disclose during the term of this Agreement Confidential Information only for the Purpose, and in consideration of the Discloser disclosing any Confidential Information to the Recipient, the Recipient undertakes to the Discloser that it shall, and shall procure that its Authorized Persons shall:

2.1.1. keep all the Confidential Information secret and confidential, and not disclose any of the Confidential Information to any person other than in accordance with clause 3.

2.1.2. not Use any Confidential Information in any way except to the extent reasonably necessary for the Purpose, and not Use or benefit from any Confidential Information to procure any commercial advantage over the Discloser; and

2.1.3. create and maintain the best industry standards of security (including any reasonable arrangements specified by the Discloser from time to time and the most secure arrangements that the Recipient maintains for its own trade secrets) in order to ensure that the Confidential Information is secure from unauthorized access and shall immediately inform the Discloser if the Recipient becomes aware of any apparent unauthorized access.

2.2. To the extent determined from time to time by the Discloser, each of those of the Discloser's Group Members, if any, whose information is contained in the Confidential Information disclosed to the Recipient under this Agreement shall be entitled to enforce the rights expressed in favor of the Discloser under this Agreement in respect only of that Confidential Information belonging to it as if such rights were expressed to be in its favor.

2.3. None of the Discloser, its Group Members, and its or their directors, officers, agents, employees, consultants, subcontractors, or advisers makes any representation or warranty concerning the accuracy, efficacy, completeness, or capabilities of the Confidential Information disclosed by it (or of any materials or media by which it is supplied), except to the extent, if any, expressly agreed by the Discloser in writing. No representation or warranty is made that the Confidential Information shall remain unchanged. There is no obligation on the

part of the Discloser to update or correct any inaccuracies in any Confidential Information.

- 2.4. There is no representation, warranty or undertaking by the Discloser to continue to disclose any Confidential Information or continue negotiations or enter into a further agreement in relation to the Purpose or the Confidential Information, which agreement can only be subject to a formal written agreement being agreed and signed by the parties.
- 2.5. The Recipient's confidentiality obligations under this Agreement shall survive and subsist in relation to any Confidential Information (notwithstanding the prior termination or expiry of this Agreement) for a period of at least 5 (five) years from the date of the last disclosure under this Agreement of any Confidential Information by the Discloser.

3. Authorized disclosure

- 3.1. The Recipient may disclose any of the Confidential Information to any of its Authorized Persons, provided that it informs them beforehand of the duties of confidence under this Agreement, ensures that they undertake to the Recipient to comply with the same duties of confidence, advises the Discloser immediately it becomes aware of any breach by an Authorized Person, and gives upon any request by the Discloser evidence of compliance with this clause.
- 3.2. The Recipient further undertakes to procure that all Authorized Persons to whom it discloses the Confidential Information shall comply with the confidentiality obligations under this Agreement.

4. Excluded information

- 4.1. Each Recipient's obligations under this Agreement do not apply to, and the term Confidential Information does not include, any information to the extent to which the Recipient can prove to the Discloser's reasonable satisfaction:
 - 4.1.1. was known to the Recipient, otherwise than under any obligation of confidentiality to the Discloser, prior to its disclosure to the Recipient by the Discloser.
 - 4.1.2. was disclosed to the Recipient without any obligation of confidence to the Discloser by a third party who has not derived it directly or indirectly in breach of an obligation of confidentiality owed to the Discloser.
 - 4.1.3. was at the time of disclosure by the Discloser, or subsequently becomes, published, accessible to the public or otherwise in the public domain, other than through any breach by the Recipient or any Authorized Person

of this Agreement or of any other obligation of confidentiality to the Discloser.

4.1.4. is trivial or obvious; or

4.1.5. has been agreed by the Discloser in writing as being excluded from Confidential Information.

4.2. The Recipient shall not be in breach of its obligations under this Agreement to the extent that any Confidential Information received by it may be required by law or regulation having force of law; or the rules of any court or other body of competent jurisdiction; or any governmental body to be disclosed, provided in each case the Recipient, to the extent permitted by the foregoing requirement, immediately notifies the Discloser in writing of any request or requirement for disclosure and of all relevant surrounding circumstances prior to disclosure and takes into account any representations made by the Discloser in relation to the disclosure. If the Recipient is unable so to notify the Discloser before such disclosure is made, it shall to the extent permitted by the foregoing requirement, notify the Discloser immediately afterwards. The Recipient shall make all reasonable endeavors to resist any requirement for disclosure and to assist the Discloser in resisting that requirement.

5. Intellectual Property Rights

The Recipient acknowledges that ownership of the Confidential Information including all Intellectual Property Rights in the Confidential Information remains vested in and shall vest in the Discloser and its licensors, and that no license or right is granted other than to the extent expressly set out in this Agreement.

6. Indemnity

The Recipient shall indemnify the Discloser from and against, and shall pay to the Discloser on demand all sums incurred by the Discloser in respect of, all and any losses, damages (including any consequential, direct, indirect, special, incidental or punitive damages or loss or any other form of economic loss), liability, costs (including legal fees), expenses, claims (including any settlements of claims before or after issue of proceedings), actions, proceedings, judgment sums (including sums arising from consent orders or judgments) fines and penalties, however arising out of, or in connection with, the breach of this Agreement by the Recipient or the unauthorized disclosure or Use of any of the Confidential Information by the Recipient or by any of its Authorized Persons.

7. Equitable Relief

The Recipient recognizes that any breach or threatened breach of this Agreement may cause the Discloser irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Discloser, the Recipient acknowledges and agrees that the Discloser is entitled to the remedies of specific performance, injunction, and other equitable relief without proof of special damages.

8. Termination

8.1. Without prejudice to the confidentiality obligations under this Agreement, the term of this Agreement shall expire or terminate on the earliest to occur of the following dates or events:

- 8.1.1. the date on which the parties have agreed that the Purpose has been fulfilled.
- 8.1.2. the entry by the parties of a contract providing for the completion of the Purpose.
- 8.1.3. the date specified in a written notice of termination served by one party on the other, being a date not less than one month following the date of service of such a notice.
- 8.1.4. immediately upon service of a written notice served by one party on the other following a material breach of this Agreement by the other party: and
- 8.1.5. immediately upon service of a written notice of termination served by the Discloser on the Recipient if the Recipient contests the secret or substantial nature of the Confidential Information.

8.2. Upon the expiry or termination of this Agreement (howsoever caused) or upon receipt by a Recipient of an earlier written demand from the Discloser:

- 8.2.1. the Recipient must return or procure the return to the Discloser or, as the Discloser may require, destroy, or procure the destruction of any and all materials containing the Confidential Information together with all copies.
- 8.2.2. if the Discloser requires, the Recipient must provide the Discloser with a certificate or such other evidence as the Discloser may reasonably require duly signed or executed by an officer of the Recipient confirming that the Recipient has complied with all of its obligations under this Agreement including about return, destruction and deletion of Confidential Information and media.
- 8.2.3. the Recipient must delete or procure the deletion of all electronic copies of Confidential Information; and

- 8.2.4. the Recipient must make, and procure that the Authorized Persons shall make, no further Use of the Confidential Information.

9. Notices

9.1. Any notice given by a party under this Agreement shall:

- 9.1.1. be in writing and in English.
- 9.1.2. be signed by, or on behalf of, the party giving it; and
- 9.1.3. be sent to the relevant party at the address set out at the beginning of this Agreement (or as may be notified in writing by a party to the other from time to time).

9.2. Notices may be given, and are deemed received:

- 9.2.1. by hand: on receipt of a signature at the time of delivery.
- 9.2.2. by registered post: on receipt confirmation at the time of delivery by a mail or courier representative.
- 9.2.3. by email: on receipt of a read receipt email from the correct address.

9.3. Any change to the contact details of a party as set out in the beginning of this Agreement shall be notified to the other parties in accordance with clause 9.1 and shall be effective:

- 9.3.1. on the date specified in the notice as being the date of such change; or
- 9.3.2. if no date is so specified, three (3) Business Days after the notice is deemed to be received.

9.4. This clause does not apply to notices given in legal proceedings or arbitration.

10. Entire agreement

10.1. The parties agree that this Agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings, and arrangements between them, whether in writing or oral in respect of its subject matter.

10.2. The parties acknowledge that they have not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. The parties shall not have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

10.3. Nothing in this Agreement purports to limit or exclude any liability for fraud.

11. Further assurance

A party shall at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to this Agreement.

12. Variation

No variation of this Agreement shall be valid or effective unless it is in writing and is duly signed or executed by, or on behalf of, the parties.

13. Assignment and transfer of rights

A party shall not (without the others' prior written consent) assign, novate, hold on trust, subcontract, or encumber any right or obligation under this Agreement, in whole or in part.

14. Cumulative rights

The rights and remedies provided for in this Agreement are cumulative with, and not exclusive of, any rights or remedies otherwise provided by law or in equity. No exercise by a party of any one right or remedy shall operate so as to hinder or prevent the exercise by it of any other right or remedy.

15. No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee, and this Agreement does not establish any joint venture between them, other than the contractual relationship expressly provided for in it. Each Recipient shall not have, nor shall represent that it has, any authority to make any commitment on the Discloser's behalf.

16. Severance

16.1. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid, or unenforceable, the legality, validity, and enforceability of any other provision of this Agreement shall not be affected.

16.2. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid, or unenforceable but would be legal, valid, and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid, and enforceable. In the event of such deletion or

modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

17. Waiver

- 17.1. No failure, delay, or omission by a party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power, or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 17.2. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 17.3. A waiver of any term, provision, condition, or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

18. Compliance with law

The parties shall comply with all laws, enactments, regulations, regulatory policies, guidelines, and industry codes applicable to them and shall maintain such authorizations and all other approvals, permits and authorities as are required from time to time to perform their obligations under or in connection with this Agreement.

19. Counterparts

- 19.1. This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.
- 19.2. The parties may evidence their signature of this Agreement by transmitting by email a signed copy of this Agreement in PDF or by electronic signature using an online signature system.

20. Costs and expenses

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature, and performance of this Agreement (and any documents referred to in it).

21. Third party rights

Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights to enforce any of the provisions of this Agreement. The parties shall not, however, be required to notify or obtain the consent of any third party in order to rescind or vary this Agreement.

22. Governing law

This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter, or its formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the State of Washington, United States of America.

23. Jurisdiction

The parties irrevocably agree that the courts of the State of Washington at the United States of America shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter, or its formation (including non-contractual disputes or claims).

This Agreement shall come into force on the date given at the beginning of this Agreement and is signed by:

PM4NGOs

PARTNER NAME