



Policy on Relationships with Third Parties & Fundraising

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1. INTRODUCTION

Greenpeace is dedicated to protect the planet in all its diversity and to promote peace and non-violence. Our mission is protecting environmental boundaries whilst challenging power dynamics and changing mindsets in order to create long term effective system change. We believe that people have the power to create this change.

To help enable this change we have a global network, consisting of national / regional Greenpeace organisations with presence in more than 55 countries worldwide as well as Greenpeace International as a coordinating and enabling organisation - together we are looking to enable a billion acts of courage as we believe that people working together can achieve anything.

A key core value that underpins this work and our mission is our independence - notably being independent from corporate and political interests. In whatever Greenpeace does, as we look to create system change and challenge power dynamics, this independence cannot be compromised.

We have to maintain our independence in line with our beliefs but that does not mean we have to be isolationist and try to operate as a lone hero. Let us be bold. Let us join forces with our allies. Let us build the new systems for that green and peaceful world that we all know in our heads and in our hearts is possible.

Therefore Greenpeace supports relationships with third parties that further the aims of Greenpeace, that help defend environmental boundaries, or that help to engage the public and change mindsets, as long they do not compromise the independence of Greenpeace or our financial resilience. If in doubt, and if there could be a justified risk that Greenpeace will jeopardise its independence, we will *cease* that relationship because our mission is too important.

All relationships with third parties should therefore:

- **Contribute to the advance of our mission and be compatible with Greenpeace's environmental aims. Balancing defending environmental boundaries, changing mindsets and challenging power dynamics.**
- **Be true to the core values of Greenpeace and protect the use of the Greenpeace name. These values and guidelines are reflected in the Greenpeace Code of Conduct¹.**
- **Protect Greenpeace's independence, while providing a framework within which the organisation can create engagement and raise and maintain a sustainable income.**
- **Be compatible with Greenpeace's integrity and subsequent public reputation as an active, independent, international and credible network.**
- **Take into account the possible effects on one Greenpeace NRO of activities conducted by another.**

¹ [Code of Conduct model approved at EDM at 2018](#)

1. 1 CROSS BORDER RELATIONS

1.1.1 When a Greenpeace NRO engages in interaction with a multi-national player, that NRO has the responsibility, prior to the interaction, to communicate internally with all Greenpeace NROs that reasonably can be expected to be affected by the interaction. In all cases GPI should be given prior information in order to keep an overview and identify potential conflicts.

1.1.2 Approval of communication by third parties about Greenpeace if applicable, is the responsibility of the NROs for their territory and of GPI for the global network. Decision processes are to be made explicit at NRO and Greenpeace International levels. It is however important to remember that this is not about creating additional bureaucracy or red tape with oversight for no reason, this is about staying true to who we are, our core values and principles and the vision we are looking to achieve.

1. 2 OUR RESPONSIBILITY TO OUR PEOPLE

At Greenpeace we have the honour that our work in pursuit of a green and peaceful future is funded almost entirely by donations given to us by passionate individuals from all over the world who care about the planet, share our values and want to help us create change.

For Greenpeace to be effective in our campaigning work our independence is vital which is why we must have it as a core principle that guides all of our relationships. If we identify anything that could compromise our independence, our integrity or deflect from our campaign priorities then we should not enter into that activity.

If we don't, not only could it undermine progress against our key campaign goals and generate bad publicity, our core supporters could also see it as a betrayal of their trust.

Giving us donations or taking campaign actions allows people to stand together with our campaigners and our activists and help bring about much needed change. Without them we cannot create the change we wish to see in the world, because of this we need to think about treating them with respect in every decision that we make.

2. FUNDRAISING

2.1 GENERAL PRINCIPLES FOR FUNDRAISING

2.1.1 Greenpeace relies upon the voluntary donations of individual citizens and grant support from foundations to fund its work.

Greenpeace does not solicit or accept funding or cash donations from governments, corporations², political parties or supranational governmental bodies such as the United Nations or the European Union.

2.1.2 Greenpeace does not seek or accept donations that could compromise its independence, aims, objectives or integrity, including individual's gifts. Funds are only raised on the basis of campaigns or other activities undertaken or supported by Greenpeace (past, present or future).

2.1.3 Greenpeace reserves the right to refuse any donation. Notably, Greenpeace will refuse or investigate any offered donation if indicators are identified that such offer may be related to money laundering or proceeding from financial or other crime, and if so, or when in doubt, Greenpeace will refuse such donation. A list of indicators and process for identification will be established and regularly reviewed and updated³.

2.1.4 Greenpeace NROs and GPI⁴ screen all gifts of €5,000 (or equivalent for different economies) and above. Each NRO has the right to set its own screening level below €5,000 (or screen any gift, irrespective of size).

Screening means that a check is made to ensure that the gift has been donated in a way or by a party that would not contravene the organisation's principles as stated in this policy. Such gifts when identified will be rejected.

2.1.5 Our people are our most valuable asset and mechanisms must be in place to ensure accountability towards them through transparency and high reporting standards.

Greenpeace is open and accountable to its volunteers, staff, supporters, the public, media and regulatory bodies on how its income is raised and spent and the proportion of expenditure committed to all areas of its activities, including fundraising.

This information will always respect security and data protection legislation in the country producing reports.

2.1.6 Neither a Greenpeace NRO nor GPI may approach a Major Donor or Foundation located within the territory of another Greenpeace NRO for funds, without the prior agreement and signed approval from the NRO's FRD or other Director holding responsibility for fundraising that is home to the Major Donor or Foundation.

² We define corporations as for-profit legal entities that exist independently of individuals.

³ Policy in drafting process by GPI finances Department

⁴ For detailed guidelines about gift screening please refer to GPI Financial Procedures

2.1.7 When two or more NROs engage in cross-border fundraising there are certain instances where a reasonable portion (up to 10%) of the grant is retained by the fundraising NRO for administrative costs related to managing the gift or grant on behalf of the campaigning NRO.

2.1.8 In the case that donors are recruited from another NRO's territory through online fundraising by an NRO or GPI, the donors' details should be returned to the country in which the donor lives to be cultivated by that NRO:

- 1) if that is legally possible
 - 2) if this is in accordance with the donor's wishes and they have given explicit consent.
- The initial donation remains with the NRO (or GPI) that received the donation.

2.1.9 In the areas (yet) unlicensed to Greenpeace NROs, Greenpeace does not actively fundraise. Donations to 'Greenpeace' for which no specific receiving NROs can be logically identified, as well as donations specifically made to Greenpeace International, shall be received by Greenpeace International.

2.1.10 Greenpeace offices may accept cryptocurrencies, but they must ensure that accepting any coin does not expose Greenpeace to unreasonable risk or brand exposure. Examples might include accepting coins with high energy consumption, high fraud risk or volatility, or local regulatory risk⁵.

2.1.11 NROs may use examples of other NROs' work for fundraising, even if that particular NRO does not directly or indirectly pay for or directly participate in that specific campaign. People give to Greenpeace to protect the environment, wherever that may be in the world.

2.1.12 Greenpeace conducts (and requires suppliers, when acting for Greenpeace, to conduct) their fundraising in accordance with the law and where feasible, in line with professional codes promoted by the appropriate fundraising, marketing and advertising institutes that operate in their country, or this document in case that these do not exist nationally.

⁵ Greenpeace recognises that cryptocurrencies are an emerging form of currency and value exchange that have great potential to change deeply entrenched power dynamics (e.g. central banks, arbitrarily fixed currencies, currency control for influence). Therefore cryptocurrencies are a domain of power as much as financial support. For this reason, NROs may choose to work with cryptocurrencies taking into account:

1. The impact of mining new coin on energy consumption. "Proof of work" coins (Bitcoin, litecoin, ethereum) are generally problematic, "proof of stake" tends to be better.
2. The anonymity properties of the coin, and how this impacts our independence.
3. The nature of any associated ICOs and their likelihood to impact our brand.
4. The impacts of local tax or other legislative instruments on processing the donation.

2.2 SPECIFIC CASES IN FUNDRAISING

2.2.1 Fees for services⁶

Individuals acting in their capacity as Greenpeace representatives (employees or volunteers) do not perform paid services as consultants, or in similar duties to other entities.

Greenpeace staff and volunteers may not accept gifts or entertainment of the type that could be considered as a financial incentive in the specific circumstances. Speaker's fees are not acceptable, unless they come from other organisations (not companies or public institutions) and as long as they are not paid directly to the employee but to Greenpeace.

2.2.2 Product/services sales/reward or affinity programs

Receiving portions from product/services sales are acceptable if they do not jeopardize Greenpeace's credibility and are customer/donor driven. This means that the customer/donor takes the decision and is aware that part of the purchase is going to Greenpeace. The commercial conditions for this should be outlined in a (license) contract. This refers to 'promotions / actions' where consumers may choose to pay a small fixed amount on top of the regular sales price which will go to charity - so the portion must be clear.

2.2.3 Lotteries

Lotteries are an acceptable source of income. They can be lotteries in our own name or third party lotteries that reserve a substantial part of the turnover for good causes. To guarantee our independence in the case of taking money from lotteries, they should be run in accordance with the law to define what body or entity decides on the income destination, and if there is an agency involved in the management of the grant.

The procedures must not jeopardize GPs credibility and should be reflected in our reports.

2.2.4 Events

It is acceptable for Greenpeace to receive funds when it is recognised as a beneficiary at events, in which there may be a request to use the Greenpeace logo in accompanying materials.

This could only happen provided the event is not designed to benefit a company or with a commercial purpose. Examples of acceptable events are the ones organised by civil society groups, events organised by media, events organised by any of our regular vendors (ex: agencies).

The national SMT should decide if there is a risk of reputational damage or campaign controversy in being the beneficiary of a specific event because of the organiser entity.

⁶ This does not include the use that a freelancer or an agency hired by Greenpeace can make of any product (e.g photos) after being used by the organisation. This will be specified in each case contracts. Ref to the [Code of Conduct](#)

2.2.5 Fundraising and children

Greenpeace does not seek funds from people under age and does not use their data in fundraising campaigns.

2.2.6 Fundraising using third parties images

In countries with specific restrictions regarding the use of certain images and footage for fundraising purposes Greenpeace agrees to comply with those laws. This may mean that in our fundraising activities we cannot make use of images involving third parties without specific authorisation.

For ethical reasons we should also be careful when using images of vulnerable groups, as indigenous communities, children, workers, non Greenpeace activists etc when it may be impossible to ask for authorisation.

2.2.7 Foundations

Greenpeace does not seek or accept funds from Foundations that attach unreasonable conditions or constraint upon Greenpeace activity, all donations from Foundations should be used to fund projects aligned with Greenpeace plans and campaign strategies.

The kind of Foundations that Greenpeace cannot receive funds from are:

- Foundations that currently receive their income from political parties.
- Foundations funded and controlled by organisations such as the European Union or the United Nations.
- Foundations that are established as a legal platform for corporate giving.
- Foundations funded and controlled by governments.

Greenpeace will provide the financial, programmatic, periodic and final reports to a foundation as specified as a condition of receiving a grant.

Information about which NROs receive money from what Foundations and for which projects should be available, if needed to address any public questions on this matter.

Principles to work with Major Donors/Foundations⁷ and cross borders projects are specified in this document, EDs approved these on July 2018, they include the recommendations for a balanced income portfolio system per NRO, agreed between the NRO and GPI.

2.2.8 Allocated funds

For the majority of its fundraising activity Greenpeace does not actively seek "restricted" or "designated" funds, that puts a legal and/or moral obligation to spend it on a specific project or country.

⁷ [Major Gift and Foundation Cross Border Fundraising](#)

On occasion we may use tangible examples for what supporters money could do, but make it clear that these are illustrative, and the money will go where the need is greatest.

***Exceptions to the policy to not actively seek restricted funds apply:

- Where the national law governing charities/not for profit organisations demands that all funds are raised and spent in relation to specific restricted projects.
- Where the only access to such funds is on the basis of a clearly defined project with a specified budget, time limit and where it is clearly the stated wish of the donor that the funds should be applied in a specified i.e. restricted manner. This will apply in the case of funds received from Major Donors, Foundations, Charitable Trusts or for “capital projects”, that are received as a result of specific fundraising campaigns with a single purpose for funding, as for example to build a ship.

In the final instance Greenpeace retains the right to refuse a gift on the grounds of any unworkable restrictions placed upon it.

Any specific fundraising campaigns for a project lead by or hosted by GPI (for example, a capital campaign to fundraise for a new ship), will be shaped so as to ensure that NROs are able to keep the regular (often annual) contribution from their donors and at the same time deliver for the global fundraising campaign the gift that exceeds their regular planned incomes.

Any appeal for funds that imply a restriction on the contribution paid by an NRO to GPI requires the formal agreement by GPI in advance of the appeal.

2.2.9 Crowdfunding

Crowdfunding campaigns for specific projects are also a regular practice, using platforms outside of our own channels or tools.

2.2.10 Legacy Fundraising

Greenpeace will undertake to respect the privacy of all of our legacy prospects and donors, unless we have the express permission of that person (and if appropriate their family) to promote their acts.

The decision to include Greenpeace in a Will should be made as and when the prospect wants to make this decision, and every person has the right to change their mind even if they have told us that they have included Greenpeace in their Will.

Greenpeace will follow ethical and regulatory guidelines issued by national fundraising professional associations to ensure that legacy information is promoted in a way that adheres to best practice.

We respect the decisions of our supporters to give the type of legacy they want to give, and we will fulfil the requirements supporters might have concerning the use of their legacy provided

that it fits in our campaign plans and regular practise. Legacies given with an accompanying restriction that we cannot meet, will be refused.

2.2.11 In kind Gifts

For the sake of transparency, any gift in kind exceeding a specific value to be set by each SMT at NRO level, should be approved by the NRO ED and made public in the NRO annual report. This practice will be the same for GPI over the value of €10,000.

Receipt of gifts in kind – material support or services - from corporations or from auctions or from Governments (as temporary workplace giving for example) are acceptable provided the gift would not compromise the independence of Greenpeace and/or our campaign activities. The company or Government should not use these gifts for marketing purposes, nor be in exchange for sponsorship acknowledgement.

Receipts for the true value of such gifts may be provided by Greenpeace, when possible. Sponsorship from one company to another with the intention to offer a gift in kind to Greenpeace is not acceptable.

Free advertising space, or a specific advertisement discount for NGOs, or workplace giving is acceptable if this does not jeopardize Greenpeace's credibility.

2.3 ANONYMITY AND SUPPORTER CONFIDENTIALITY

In our public reports NROs and GPI will be transparent about the level of MG/F (Major Gift/Foundation) support it receives, but will only expose as much information about individual donors as security issues and local regulations indicates, always respecting the donor's wish of anonymity if that is the case. Each NRO will make that decision.

The same applies for legacy prospects and legacy donors.

However, although we should not put our individual donors at risk by publishing their names in some countries, at internal level that information should be available for other NROs or GPI.

2.4 GPI FUNDRAISING

2.4.1 GPI will not actively seek to grow its regular supporters / donors base.

2.4.2 Exceptions are capital fundraising campaigns on elements that are exclusively owned by GPI for example the global legal task force or the Ships.

2.4.3 GPI is directly running the stewardship of some foundations because of the size and complexity of the relationship (e.g. Oak Foundation, European Climate Foundation), but the focus of the work is to only fundraise for projects led by NROs.

In very specific instances, where it is necessary for GPI to step into the role of 'Host' or 'Campaigning' NRO (to re-grant funds, present a campaign at a global level, to meet the guidelines of an institutional funder, etc.), GPI will engage with NRO fundraisers with full transparency and collaboration, acting as an equal partner under the established fundraising protocols.

2.4.4 In the areas (yet) unlicensed to Greenpeace NROs, Greenpeace does not actively fundraise. Greenpeace International shall receive donations to “Greenpeace” for which no specific receiving NROs can be logically identified, as well as donations specifically made to Greenpeace International.

3. DATA PROTECTION AND DATA MANAGEMENT

3.1 National and regional legal frame⁸.

3.1.1 Greenpeace will follow any national/regional legislation designed to protect data. Greenpeace will comply and require its suppliers when acting for Greenpeace to also comply with the data protection legislation applicable in their jurisdictions. When Greenpeace is collaborating with other organisations it will require its allies to agree on the use of any personal data gathered during a shared campaign.

3.1.2 All Greenpeace NROs and GPI should make public communication of all aspects of their data management, having an accessible Q/A on their data processes.

3.2 The supporter's rights

3.2.1 Greenpeace considers that personal privacy is a right and will give to supporters as much control as possible over what happens to their data and the channels that are used to communicate with them. Greenpeace complies with supporters/members requests to receive no further communications from the organisation, and to be added to the "not-to-contact list". The supporter owns the relationship. The number of NRO(s) or campaigns they subscribe to is entirely their decision. Our responsibility is to make them aware of the choices they have.

3.2.2 NROs are responsible for creating monitoring systems to control staff data access to prevent bad practises that could result in a data breach for Greenpeace.

- Description of the roles, responsibilities and accountability for the employees with access to data are part of NROs recruitment, hiring and evaluating staff processes.
- Alerts or detection systems, together with regular audits and checks, are implemented by NROs.

All Greenpeace employees managing data receive proper training about their responsibility, and only access to these databases according to their grading and accountability.

In the systems shared by NROs and GPI the same degree of control should be implemented and accountability for a possible mistake should be defined.

3.3 Data sharing, exchange or migration

3.3.1 Supporters data is not sold or rented.

⁸ For European Union (EU) Greenpeace offices the current practise is adapted to the [GDPR](#) (General Data Protection Regulation) that has been approved by the EU, setting highest standards to protect citizens from privacy and data breaches in an increasingly data-driven world.

The regulation may be extensive to other NROs work, if some external platforms use it as standard also out of EU borders (ex: facebook), or when we build sites for global campaigns that should be adapted to the highest standard to be used by all.

Greenpeace may disclose and provide access to the information to vendors and contractors who are performing services on our behalf. However, such vendors and contractors are not permitted to use personal information for any purpose other than providing services to us. Where Greenpeace passes information on to vendors or contractors it is essential to make sure that they apply the same level of protection to the information as we do.

3.3.2 Data protection rules should be also respected by NROs building data lists.

Greenpeace will comply and require its suppliers (media buyer platform or digital agency or telemarketing agency...) when acting for Greenpeace to also comply with the data protection legislation applicable in their jurisdictions.

NROs should be aware of the practices from their different sources for supporters and prospects data to ensure that the behavior of a third party is not a threat to our reputation.

3.3.3 If a campaign collaboration requires the exchange of data with other “like-minded organisations” such as other NGOs, then the supporter should give explicit consent for that and it is their decision not to participate in any exchange.

Greenpeace will never migrate personalised data (CRM) from one NRO to another NRO or GPI without the explicit consent of the supporter. Supporters will not be moved around to suit our institutional needs without their explicit permission.

3.4 Social media data

3.4.1 When Greenpeace offers individuals or other organisations the use of digital platforms to run projects, Greenpeace will always remain the owner and responsible party of the data gathered during those campaigns.

When Greenpeace uses social media platforms to run campaigns, the Organisation does not own or control any of the data. The supporters, as users of a channel, have a private agreement with the platform to follow their policies.

3.4.2 Greenpeace communicates with supporters through social media, but doesn't own their data, and supporters have not authorised Greenpeace to use their data when interacting in social media.

Greenpeace could export data from social channels depending on the specific platform and country legislation. NROs may add restricted and basic information to the supporters profiles we maintain, if the platform allows, to use this information to analyze campaigns and improve our first engagement activity. When an NRO does this, it is to be treated with the same security as other personal data that Greenpeace have.

We may share anonymised (or ‘hashed’) versions of your supporter’s data with partners such as social media providers for the purposes of helping achieve our campaigning and fundraising aims, by delivering personalised content to existing supporters and identifying similar audiences. Users may opt out of such data sharing at any time by contacting the respective national office. Within Greenpeace, only authorised staff to process data can access data.

3.4.3 Every national office must have a Q/A about data process for all social media platform that they use.

4 VENDORS AND PROVIDERS⁹

4.1 Service providers restrictions

4.1.1 NROs and GPI should aim to get the desired product or service with the best quality and the least possible ecological impact. All of Greenpeace is responsible for following the recommendations of the Greenpeace campaign policies in each one of its areas:

[Environmental Policy 2013](#)

[100% Renewable Electricity Purchasing Policy 2011](#)

[Sustainable Food Policy 2018](#)

[Textile Procurement Policy](#)

[Green IT Policy](#)

4.1.2 NROs and GPI should obtain the desired product or service after making reasonable efforts to ensure that product or service we are going to purchase is not associated with the detriment of basic human and labour rights.

If possible, choose suppliers and products that favor policies that are aligned with Greenpeace values, for example with social development (cooperatives or companies related) or for social purposes.

If possible, suppliers should be contributing to achieve our goals of equity, diversity and inclusion, and always be aligned with fundamental values of non-violence and independence.

4.1.3 We often have outside vendors who want to promote working with GP as confirmation of their green practices. NROs should ask their suppliers to agree to confidentiality regarding any agreement with Greenpeace as a customer if needed.

The use of Greenpeace testimonials in support of specific pieces of work done for Greenpeace, or to be listed as a customer of one of our suppliers on a website, on social media or in a brochure is acceptable, but needs to be decided on a case by case basis by the national SMT, and in cases of international significance, by the Head of Global Comms.

4.2 Providers selection process

4.2.1 NROs and GPI should request a minimum of three different providers proposals for any items over X (each NRO should specify this number) in a single budget. Or, when they are different budgets, but the computation annual is expected to exceed this figure.

Provide the same information in the briefing to all providers that arise, thus ensuring equal opportunities.

⁹ Ref to the [Code of Conduct](#)

4.2.2 When several proposals are equal in social aspect, the environmental standards and suitable deadlines, NROs and GPI should choose the cheaper option.
NROs and GPI should request discounts for being non-profit organization and for social purposes, if possible in the country or region.

5 CAMPAIGN DRIVEN RELATIONS

5.1 Alliances with civil society

5.1.1 Alliances with other civil society groups shall be encouraged as long as they have a significant potential for winning our priority campaigns, and/or strengthen our ties with civil society and contribute to our mission. This is reflected in our strategic plans as fundamental for Greenpeace, and exploration of new kinds of interactions with civil associations and institutions is recommended, always in the frame of our core values of peaceful action and political/financial independence.

5.1.2 When entering into such an alliance for a long period (e.g. a three to five years project), and planning to make public activities together, a cooperation agreement can be made outlining the goal of the alliance, the time frame, the responsibilities as well as a communications protocol. This is decided by the NRO on a case by case basis.

5.1.3 We may use our logo for joint initiatives with other NGOs which serve the purpose of our programme and are in line with our values.

5.1.4 On occasion Greenpeace could act as a sponsor for other campaign organisations. Those projects should always be aligned with Greenpeace programs and values. When the sponsor includes financial support, Greenpeace will ask for a proper report of the use of our supporters donations.

5.2 Alliances with business and governments

5.2.1 Our independence is a core value. We have no permanent enemies or friends. Initiatives with business and governments - even unusual ones – can be encouraged as long as they have a significant potential for succeeding in one of our priority campaign areas and do not undermine our political independence. These joint initiatives are time limited and must not compromise our values and our credibility.

5.2.2 If in these relationships a third party is allowed to use our logo, this permitted use shall be restricted to the relevant territory, a relevant time frame and the relevant campaign. Where global repercussions might occur, permission has to be given by the International Executive Director (IED). In all cases of national relevance the Executive Director (ED) of the National or Regional Organisation(NRO) is the decision maker.

5.2.3 We should not allow any commercial brand to use our logo or any materials produced for campaign purposes (as videos, macros...) for advertisement of a commercial product.

There are more specific guidelines on this area that complement this policy¹⁰.

¹⁰ The [Political Independence Guidance](#) approved by 2018 EDM [Corporate Campaigning Protocols](#)

5.3 Key Influencers relationships

5.3.1 NROs and GPI should do due diligence to research the individual before asking them to advocate for our organisation or campaigns, to reduce the risk of reputational damage. Same for Foundations or Charitable Trust.

5.3.2 Each NRO, where they are running this kind of program, should have an assigned Coordinator of Key Influencers who will be responsible for the oversight of relationships with Key Influencers in their territory.

5.3.3 NROs are in charge of building and maintaining the relationship with Key Influencers or Major Donor in their region, i.e. those with permanent residence, citizenship or nationality- except in mutually agreed circumstances, where there is some reason that it is more appropriate for someone else to manage them (ex. global projects).

5.3.4 If an NRO wishes to work with a Key Influencer who is based in (or whose fan base is primarily based in) another NRO's territory, that NRO's permission is required before an approach can be made. In situations where a Key Influencer can be considered to have more than one base (e.g a Key Influencer who was born in India but has now relocated to the US) then the agreement of the Coordinator of Key Influencers in both territories is required.