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MEMBERSHIP STATUE AND ADMISSIONS PROTOCOL

*REGULATORY FRAMEWORK GOVERNING ELIGIBILITY, ADMISSIONS, SUBSCRIPTIONS, RIGHTS,
OBLIGATIONS, AND ENFORCEMENT FOR GSIA MEMBERS.*

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Table of Contents

Preamble	2
Chapter 1. Membership Eligibility Criteria	2
Chapter 2. Application and Due Diligence Process	3
Chapter 3. Subscription and Fee Structure	4
Chapter 4. Rights and Obligations of Members	5
Chapter 5. Suspension, Termination, and Appeals	6
Chapter 6. Special Provisions for Hybrid RECs	6

Membership Statute and Admissions Protocol

Preamble

This Statute codifies the conditions and procedures for admission, participation, and enforcement within the Global Social Impact Alliance. It establishes eligibility criteria, application and due diligence processes, subscription obligations, and the rights and duties of members, including enforcement measures and special provisions for Hybrid RECs. It ensures that membership confers meaningful participation while binding members to verifiable standards that protect public resources, beneficiaries, and the legitimacy of the Alliance.

Chapter 1. Membership Eligibility Criteria

Membership in the Global Social Impact Alliance (GSIA) is reserved for entities exercising public mandates at national or regional scale and committed to the Alliance's constitutional instruments, standards, and oversight. The following eligibility criteria apply:

1. States

- Must be internationally recognised sovereign governments or their designated public authorities competent to enter into programmatic and fiduciary undertakings.
- Must demonstrate capacity or willingness to comply with GSIA safeguards, fiduciary standards, and data protection requirements, or to adopt a domestication plan where custodianship is sought.

2. Regional Economic Communities (RECs)

- Must be treaty-based or intergovernmental formations vested with integration or coordination mandates across multiple States.
- Must maintain governance structures capable of representing member States and implementing regional programs under GSIA standards.

3. Hybrid RECs

- Must be non-sovereign regional entities demonstrably delivering regional public goods, convening cross-border programs, and interfacing credibly with public finance and regulatory requirements.
- Must operate under transparent governance and accountability arrangements and accept GSIA's compliance and ethics provisions.
- Examples include EUSL and AFSL (and future AMSL or ASSL for Americas and Asia).

4. International and Intergovernmental Organisations

- Organisations such as the United Nations, Nordic Council of Ministers, and similar bodies may be admitted as REC-level members provided they exercise regional or global coordination functions aligned with GSIA's purposes.

Private sector entities are not admitted as direct members. Their representation occurs through hybrid RECs such as EUSL or AFSL, which aggregate private actors under a cooperative governance model and interface with GSIA on behalf of their constituencies.

Eligibility is assessed against legal status, governance capacity, fiduciary integrity, safeguards readiness, and commitment to domestication where applicable. Admission does not require full institutional eligibility for custodianship; where gaps exist, Flowhub Trio Plus may be deployed under a domestication plan approved by the Council of Members.

Chapter 2. Application and Due Diligence Process

Applications for membership shall be submitted to the Secretariat in the prescribed form, accompanied by supporting documentation evidencing legal status, governance structure, and functional mandate. The application shall include:

- Certified copies of constitutive instruments or equivalent legal documentation.
- A declaration of adherence to the GSIA Charter, Compliance and Ethics Code, and standards.
- Disclosure of fiduciary systems, procurement rules, and data protection frameworks.
- Identification of intended programs for custodianship or certification, if any.
- Confirmation of capacity to meet financial obligations, including subscriptions and fees.

Upon receipt, the Secretariat shall acknowledge the application and commence due diligence within thirty (30) days. Due diligence shall include:

- Verification of legal status and authority to contract.
- Assessment of governance arrangements, including decision-making and accountability mechanisms.
- Review of fiduciary and safeguards systems against GSIA standards.
- Screening for sanctions, adverse audit findings, or material compliance breaches.
- Consultation with relevant regional or international bodies to confirm standing and mandate.

The Secretariat shall prepare an Admissions Report summarising findings, identifying eligibility gaps, and recommending acceptance, conditional acceptance, or rejection. Where custodianship is sought, the report shall propose a domestication plan with benchmarks and timelines. The report shall be submitted to the Council of Members for decision under the voting rules prescribed in the Charter.

Applicants shall be notified of the decision within fifteen (15) days of adoption. Conditional admissions shall specify remedial actions and timelines. Rejections shall state reasons and inform the applicant of the right to reapply upon cure of deficiencies. Appeals may be lodged with the General Assembly under procedures defined by by-law, without suspensive effect unless so ordered.

All admissions decisions and conditions shall be recorded in the Membership Register maintained by the Secretariat and published in accordance with transparency rules, subject to lawful confidentiality constraints.

Chapter 3. Subscription and Fee Structure

Membership financing shall be governed by a transparent and equitable contribution regime designed to ensure institutional sustainability without compromising the public-interest character of the Alliance. The subscription structure shall apply uniformly to all members within their respective classes and shall be payable in euro (EUR), unless otherwise authorised by the Council of Members through a written instrument specifying currency conversion and settlement safeguards.

For Regional Economic Communities (RECs), including intergovernmental bodies such as the Nordic Council of Ministers and comparable organisations admitted as REC-level members, the annual subscription shall be fixed at one million euro (€1,000,000) per REC. For States, the annual subscription shall be fixed at two hundred fifty thousand euro (€250,000) per country. Hybrid RECs shall be assessed by functional parity; where a Hybrid REC (e.g., EUSL, AFSL, or their regional counterparts as established) is admitted as a member, the Council of Members shall determine, by reasoned resolution, whether the applicable subscription is that of a REC or a reduced functional rate reflecting the scope of mandate, provided that any reduction shall not create inequity among materially comparable entities.

Subscriptions are due within thirty (30) days of invoice issuance at the beginning of each fiscal year. New members admitted mid-year shall pay a pro-rated subscription from the first day of the quarter following admission. Arrears exceeding ninety (90) days shall constitute a breach of financial obligations and may trigger measures including payment plans, late charges as set by by-law, suspension of non-essential member services, and, in persistent cases, limitation of voting rights until cure, without prejudice to the member's rights to appeal. Subscriptions are independent of, and shall not be commingled with, programmatic funds under custodianship or with any reserves established for risk management.

In addition to subscriptions, the Alliance may levy service fees for specific governance services (e.g., accreditation, external validation, or specialised audits) as adopted by the Council of Members. For programs executed under Flowhub Trio Plus custodianship, the Alliance may recover costs through a commission not exceeding five percent ($\leq 5\%$) of the managed program envelope, calibrated to actual governance and fiduciary services rendered and codified in the relevant custodianship instrument. Such commission shall be ring-fenced to cover operational costs, risk buffers, and capacity-building directly related to custodianship and shall not be distributed as profit to private shareholders. The detailed mechanics of commissions, cost-recovery rules, and eligible expenditures shall be set forth in the Financial Regulations Manual and in program-specific instruments approved by the Council.

The Council of Members may establish waivers, deferrals, or reductions for least-developed or fragile States, or for REC-level members serving a preponderance of such States, provided that any relief is reasoned, time-bound, and transparently recorded. Voluntary contributions may be accepted where consistent with independence and conflict-of-interest safeguards; such contributions shall not confer governance privileges beyond those established by this Statute.

All financial obligations under this Chapter shall be recorded in the Membership Register and accounted for under internationally recognised accounting standards. The Secretariat shall report quarterly to the Council on subscription compliance, arrears, relief granted, and service fee collections, and shall publish an annual statement consistent with the Alliance's transparency and audit rules.

Chapter 4. Rights and Obligations of Members

Members in good standing shall enjoy participatory, procedural, and service-related rights proportionate to their class and conditioned upon compliance with this Statute, the Charter, and adopted standards. Each member shall have the right to be represented in the organs of the Alliance as provided, to introduce motions and agenda items within the scope of competence of those organs, to vote in accordance with class-specific rules, and to seek reconsideration or appeal of decisions under procedures established by by-law. Members may propose programs for certification or custodianship, request technical guidance on standards application, and access capacity-building instruments, domestication planning support, and knowledge resources necessary to fulfil obligations and to advance institutional readiness.

Members shall have access to Flowhub Trio Plus custodianship where institutional eligibility is incomplete but project eligibility is established under the Alliance's standards, subject to adoption of a domestication plan with benchmarks, timelines, and verification modalities. During custodianship, members retain beneficiary ownership of assets and data while GSIA exercises operational custody under ring-fenced fiduciary and safeguards controls. Members are entitled to timely, complete, and accurate reporting on financial execution, performance, risks, and incidents, and to participation in governance reviews relating to their programs.

Correspondingly, members undertake obligations that are constitutive of Alliance integrity. They shall pay subscriptions and fees when due; comply with fiduciary, procurement, ESG, data protection, and MEL standards in relation to any program within the Alliance perimeter; and cooperate fully with audits, validations, and investigations, including provision of records, access to premises and systems, and facilitation of beneficiary and vendor verification. Members shall adopt and implement domestication plans in good faith where custodianship is granted, nominate focal points with adequate authority for program governance, and ensure that national or regional legal acts necessary for standards implementation are pursued diligently.

Members shall adhere to the Compliance and Ethics Code, including disclosure and management of conflicts of interest, prohibition of corrupt practices, and protection of whistleblowers from retaliation. They shall comply with publication rules, permitting the Alliance to disclose program-level information, audits, and corrective action plans in accordance with transparency policies and lawful confidentiality. Members shall promptly notify the Secretariat of material changes in legal status, governance, or financial condition that could affect compliance or the execution of programs.

In the event of non-compliance, the Alliance shall first seek corrective action through technical assistance, enhanced supervision, or time-bound remediation plans. Where breaches persist or are wilful or systemic, the Alliance may impose proportionate measures, including limitation of custodianship access, suspension of specific rights, or initiation of proceedings for membership suspension or termination under Chapter 5. The rights of beneficiaries and the continuity of lawful services shall remain paramount throughout any remedial or sanctions process, and domestication end-states shall be preserved wherever feasible.

Through this matrix of rights and obligations, membership confers meaningful participation and access to high-integrity governance services while binding members to verifiable standards that protect public resources, beneficiaries, and the legitimacy of the Alliance.

Chapter 5. Suspension, Termination, and Appeals

Membership in the Alliance is contingent upon continuous compliance with the Charter, this Statute, and all standards and obligations adopted by the competent organs. Where a member fails to discharge these obligations, the Alliance shall apply a graduated enforcement regime prioritising remediation over exclusion, subject to due process and proportionality.

Grounds for Suspension or Termination include, but are not limited to:

- Persistent non-payment of subscriptions or fees beyond ninety (90) days after notice and expiry of any agreed payment plan.
- Wilful or systemic breach of fiduciary, procurement, ESG, or data protection standards in relation to programs within the Alliance perimeter.
- Obstruction of audits, investigations, or MEL verification.
- Misrepresentation of legal status, governance capacity, or financial condition at admission or during membership.
- Conduct materially impairing the integrity, reputation, or lawful functioning of the Alliance.

Suspension may be imposed by the Council of Members upon reasoned resolution, following a compliance review and recommendation by the Standards and Compliance Board or the Independent Audit and Ethics Committee. Suspension entails temporary loss of voting rights, ineligibility for new custodianship instruments, and restriction of access to non-essential services, while preserving obligations relating to ongoing programs and beneficiary protections. Suspension shall be time-bound and subject to periodic review; reinstatement requires verified cure of deficiencies.

Termination may be imposed for breaches that are grave, irremediable, or recurrent after suspension. Termination extinguishes membership rights and privileges but does not prejudice obligations accrued or continuing safeguards over programs. Termination requires concurrent qualified majorities in both chambers of the Council and confirmation by the General Assembly. Upon termination, the Alliance shall adopt measures to ensure continuity of beneficiary services, including transfer of custodianship to another member or to a public-interest trustee under equivalent standards.

Appeals lie to the General Assembly for decisions of suspension or termination. Appeals must be lodged within thirty (30) days of notification and shall state grounds and supporting evidence. The General Assembly shall decide appeals by qualified majority after hearing the appellant and reviewing the record. Appeals do not suspend enforcement unless expressly so ordered by the appellate organ. Decisions on appeal are final within the Alliance's legal order.

Publication rules require disclosure of suspension and termination decisions, grounds, and remedial measures, subject to lawful confidentiality and data protection. This regime ensures that enforcement is predictable, fair, and subordinated to the paramount interest of safeguarding beneficiaries and institutional integrity.

Chapter 6. Special Provisions for Hybrid RECs

Hybrid Regional Economic Communities (Hybrid RECs) occupy a distinctive position within the Alliance's membership architecture. They are admitted not by virtue of sovereignty or treaty status, but on the basis of functional capacity to deliver regional public goods, convene cross-border programs,

and interface credibly with public finance and regulatory requirements. Examples include **EUSL** and **AFSL**, with future counterparts envisaged for the Americas and Asia (AMSL and ASSL).

Special provisions apply to ensure that Hybrid RECs contribute effectively while remaining bound by public-interest safeguards. Upon admission, a Hybrid REC shall submit its governance instruments, membership composition, and accountability mechanisms for review. It shall demonstrate that its internal decision-making processes are transparent, participatory, and free from undue concentration of control, and that its financial operations are auditable under standards equivalent to those of the Alliance.

Hybrid RECs shall pay subscriptions as determined by the Council of Members, ordinarily at the REC rate (€1,000,000 annually), unless a reasoned resolution adopts a reduced functional rate reflecting scope and mandate. Hybrid RECs may aggregate private-sector actors within their internal governance frameworks, but such actors shall not acquire direct voting rights within GSIA nor influence decisions contrary to the Alliance’s public-interest mandate. Representation in the Council of Members shall be exercised by officials or persons formally mandated by the Hybrid REC under its governance instruments, subject to disclosure of any conflicts of interest.

Hybrid RECs may sponsor programs for custodianship or certification and may act as implementing partners under Flowhub Trio Plus, provided that such roles are governed by instruments ensuring segregation of duties, fiduciary integrity, and compliance with ESG and data protection standards. Where a Hybrid REC serves as an implementing partner, it shall be subject to the same audit, validation, and sanctions regime as any contractor or accredited entity, without prejudice to its membership rights.

The Alliance may require Hybrid RECs to adopt additional transparency measures, including publication of audited financial statements, disclosure of beneficial ownership of affiliated entities, and certification of compliance with anti-corruption and procurement integrity standards. Failure to maintain these conditions may trigger enhanced supervision, suspension of custodianship privileges, or, in persistent cases, suspension or termination of membership under Chapter 5.

Through these provisions, GSIA ensures that Hybrid RECs—while offering agility and functional capacity—operate within a constitutionalised governance perimeter that protects public resources, beneficiaries, and the legitimacy of the Alliance.