



## Membership Terms & Governing Principles

The following terms (“Terms”) govern membership of the Earth Law Alliance (ELA). Please read them carefully. By registering with ELA, you acknowledge and agree to these Terms. If you have any questions or queries please contact us via the [Contact Us page of the Earth Law Alliance website](#).

### 1. Criteria for Membership and Membership Rights and Obligations

- (i) Membership of ELA is open to individuals who are working on a regular and continuing basis on developing, implementing or raising awareness about Earth Law. The majority of Members are qualified lawyers, however this is not a prerequisite for becoming a Member. A “Member” is anyone who has fulfilled the criteria in Clause 2 below.
- (ii) Membership benefits include the right to have a Profile posted on the ELA website, the right to contribute to and receive *Emergence*, the ELA Newsletter, and the right to join the ELA Members’ Forum.
- (iii) Members are encouraged to mention their membership of ELA on their own websites and social media accounts. In talking about ELA or posting comments about ELA on websites or social media accounts, each Member agrees to represent the nature of ELA in a fair, honest and accurate way and in accordance with Clause 4 (Copyright) and Clause 5 (Trade Marks) below.
- (iv) Each Member agrees to represent her or his qualifications and work in the area of Earth Law in an honest and accurate way.
- (v) The content and accuracy of the Profile shall be the responsibility of the Member concerned and each Member is solely responsible for informing the ELA Executive (each a “Director”) of any amendments required to her or his Profile.
- (vi) Members agree that all decision-making powers relating to the work of ELA shall rest with those who are undertaking the day-to-day running of ELA, i.e. the ELA Executive.



## 2. Procedure for Becoming a Member and for Inclusion on the Earth Law Alliance website [earthlawyers.org](http://earthlawyers.org) (the “Website”)

To qualify for membership, the prospective Member must:-

- (i) apply to become a Member of ELA via the [Online Application Form](#) on the Earth Law Alliance website;
  - (ii) agree to abide by these Terms and the Governing Principles of the Earth Law Alliance (see Annex A below for the Governing Principles).
- (ii) be either:
- (a) recommended for membership by an existing Member and approved by the Executive Director or the Membership Director, or
  - (b) approved by the Executive Director or the Membership Director and a member of the Advisory Group.

## 3. Criteria for Approval of Membership

- (i) Prospective members are approved on the basis of evidence demonstrating that the prospective member is working on a regular and continuing basis on developing, implementing, enforcing or promoting the adoption of Earth Law. Such evidence may be provided in the form of a website link leading to information about the prospective member’s Earth Law activities. Prospective members who work in an area other than law need to demonstrate that their field of work has the capacity to contribute to the development of Earth Law.
- (ii) Where it is unclear as to a prospective Member’s level of involvement in Earth Law, her or his membership will not be approved for inclusion on the Website. The Directors will ask for further information regarding the prospective member’s involvement in Earth Law. This may mean that the prospective member has to create a web presence or update their existing website to include information about their work on Earth Law. In the meantime, prospective Members are encouraged to sign up for *Emergence*,



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ELA's Newsletter, via the [Sign Up for Earth Law Updates](#) form on the ELA website (the "Website").

- (iii) Once approved, the new Member's data will be converted into a Profile, which will be displayed on the Website. New Members will be informed when their Profile has been posted on the Website and it is the responsibility of the Member to check the details of the Profile to ensure that they are correct. Members must inform the Membership Director of any corrections or amendments to the Profile that are required via the email address [admin@earthlawyers.org](mailto:admin@earthlawyers.org).
- (iv) Any prospective member whose application for membership is declined will be informed as to the reason for the decision.

## 4. Copyright

- (i) The Website, *Emergence* (the ELA Newsletter) and the ELA Forum are published under the [Creative Commons License](#) shown in Annex B below.
- (ii) Members are encouraged to copy relevant wording on the 'Home' and 'About Us' pages of the Website for the purpose of describing the nature of ELA on their own websites and social media accounts.

## 5. Trade Marks

*Earthlawyers.org's* name or trade marks may not be used in connection with any product or service, or in any manner that is likely to cause confusion in the minds of the general public.

## 6. Privacy

The Directors will use each Member's contact details only for the purpose of communicating with the Member concerned. During the posting or removal of Profiles to or from the Website, ELA's Website Administrator will also have access to the contact details of each Member. A Member's contact details will not be shared with any other person without the Member's permission.



## **7. Ceasing to be a Member**

A Member may request the removal of her/his Profile from the Website at any time by writing to one of the Directors requesting such removal. The Directors will remove the Member's Profile from the Website as soon as possible after the request is received.

## **8. Equal Opportunities**

ELA will not discriminate on the grounds of gender, race, colour, ethnic or national origin, sexuality, disability, religious or political beliefs, marital status or age. Any offensive behaviour, including racist, sexist or inflammatory remarks, will not be permitted. Any Member who behaves in an offensive way or who breaches this clause may have their Profile withdrawn from the Website, their participation in the ELA Forum cancelled and their membership of ELA terminated. The individual concerned shall have the right to explain her/his behaviour to the Directors. A unanimous decision of either two Directors and one Advisory Group member, or one Director and two Advisory Group members is required to terminate a Member's membership.

## **9. Fees**

Members feature on the Website at no cost, however the Directors reserve the right to charge a fee in future, if deemed necessary to cover the costs of providing ELA's services. In the event that the Directors decide to charge a fee for the services, Members featured on the Website will be given three (3) months' notice of the change in Terms.

## **10. Governing Law and Jurisdiction**

These Terms are governed by English law. In the unlikely event of a dispute, Members hereby irrevocably submit to the exclusive jurisdiction of the English courts, notwithstanding the jurisdiction where he/she is based.



## **11. Modification of Terms and Severability**

We reserve the right to make changes to the Website, these Terms and to all and any policies at any time. Members will be notified of any change in the Terms and the date on which it will come into force. If any of these Terms shall be deemed invalid, void, or for any reason unenforceable, that Term shall be deemed severable and shall not affect the validity and enforceability of any remaining Term.

**Earth Law Alliance Executive**  
**4<sup>th</sup> March 2014**

## **APPENDIX A**

### **EARTH LAW ALLIANCE GOVERNING PRINCIPLES**

We believe that the development of Earth Law at the international, national and local level, in and by all countries, is a vital step in the co-creation of mutually beneficial, life-sustaining communities of all beings and all natural systems.

We define Earth Law as a body of law, which, in recognising the intrinsic value of nature and the interconnectedness of all life on Earth, puts the well-being of the planet as a whole ahead of human self-interest alone. It ascribes inalienable rights to nature from the perspective that the well-being of each member of the Earth community is dependent on the well-being of Earth as a whole.

As a group of peers with various interests in the field of Earth Law, we agree to listen with respect to each other's wisdom and opinions. When we disagree we agree to be open and courteous with each other and to put forward our alternative viewpoints with good grace and good humour.

Given our interest in the wide adoption of whole systems forms of governance, we agree to the use of Dynamic Governance for decision-making within the organization.



(See <http://www.governancealive.com> for details of the philosophy and principles that underpin Dynamic Governance).

## APPENDIX B

### Creative Commons License: Attribution 2.0 UK: England & Wales (CC BY 2.0 UK)

You are free:

- To copy, distribute and display the works
- To make derivative works
- To make commercial use of the works

Under the following conditions:

**Attribution** – You must give the original author credit.

With the understanding that:

**Waiver** – Any of the above conditions can be waived if you get permission from the copyright holder.

**Public Domain** – Where the work or any of its elements is in the public domain under applicable law, that status is in no way affected by the license.

**Other Rights** – In no way are any of the following rights affected by the license:

- Your fair dealing or fair use rights, or other applicable copyright exceptions and limitations;
- The author's moral rights;
- Rights other persons may have either in the work itself or in how the work is used, such as publicity or privacy rights.

**Notice** – For any reuse or distribution, you must make clear to others the licence terms of this work.