

## Association of Issuing Bodies

*Articles of Association: Draft of Release v5*

### Definitions

In these Articles of Association, the terms that have been used have the meaning as described hereunder:

- “*AIB*”: the Association of Issuing Bodies. Also named hereafter “the Association”.
- “*Board*”: the management body of the Association as stated in Article 48 § 6 of the Belgian law dated 27 June 1921;
- “*Domain*”: in relation to an EECS Scheme, an area containing Production Devices with respect to which the originating Scheme Member is responsible for issuing certificates under that EECS Scheme;
- “*Domain Protocol*”: in connection with an EECS Scheme and a Domain, the document approved by the Association in relation thereto under the PRO;
- “*Domain Scheme*”: in relation to any EECS Scheme and Domain, the legislative, regulatory, administrative and contractual framework (including the relevant Domain Protocol and Standard Terms and Conditions) establishing that EECS Scheme in that Domain;
- “*Domain Scheme Participants*”: a Registrant for the purposes of an EECS Scheme of a Production Device, within the Domain to which that Domain Scheme relates and/or an account holder on the EECS registration database established for the purposes of that Domain Scheme;
- “*EECS*”: the integrated European framework for the issuing, registration, transfer, redemption and other processing of Certificates arising as a consequence of the implementation of the provisions of the PRO;
- “*EECS Certificates*”: a unique Certificate specifying and representing the quality and method of production of a specific quantity of energy output, which is maintained on a EECS registration database, and issued in accordance with the provisions of a Domain Scheme;
- “*EECS Scheme*”: the certification scheme established by a chapter of the PRO, together with the Domain Schemes in respect of the Domains of Scheme Members for the purposes of such EECS Scheme;
- “*Framework Protocol*”: provides guidance as to the required contents of Domain Protocols for an EECS Scheme;
- “*General Meeting*”: the general executive body of the Association as stated in Article 48 §5 of the Belgian law dated 27 June 1921 concerning Non-Profit Associations and Foundations;
- “*Issuing Body*”: is the body responsible for administering certificates within a voluntary or obligatory scheme;
- “*Market Participant*”: is an organisation that is bound by the provisions of a Domain Protocol approved in accordance with the PRO as set out in the Domain Protocol for the Domain or Domains in which it intends to be a Registrant and/or to buy or sell and/or to redeem certificates;
- “*Member*”: a member of the AIB from time to time (as determined in accordance with the provisions of these Articles of Association and the law of Belgium);
- “*Membership Fee*” is the fee paid by AIB Members in order to remain a member of the Association;

- “*Obligatory Scheme*”: one which is required by law;
- “*Production Device*”: a separately metered device or group of devices that produces an energy output;
- “*PRO*”: being the Principles and Rules of Operation of Members of the Association of Issuing Bodies as amended from time to time according with its terms, which governs the European Energy Certificate System (EECS);
- “*Registrant*”: a person in whose name a Production Device is registered from time to time in an EECS registration database for the purposes of an EECS Scheme;
- “*Scheme*”: a legislative, administrative and/or contractual framework establishing a system of Certificates;
- “*Scheme Member*”: in relation to any EECS Scheme or Scheme Certificate, a Member which is for the time being admitted to the relevant EECS Scheme in accordance with the relevant sections of the PRO;
- “*Standard Terms and Conditions*”: in relation to a Domain Scheme, the terms and conditions upon which the Scheme Member is prepared to provide services, as contemplated by the PRO, to Domain Scheme Participants;
- “*Voluntary Scheme*”: one which is not required by law.

## **Article 1 Name and registered office**

- 1.1.1. In accordance with title III of the Belgian act dated June 27, 1921, relating to international non-profit associations and foundations, granting civil status to international associations with a scientific aim (*Wet van 27 juni 1921 betreffende de verenigingen zonder winstoogmerk, de internationale verenigingen zonder winstoogmerk en de stichtingen*) an international scientific association has been constituted under the name of “**Association of Issuing Bodies**” with registered offices at:

Rue du Canal 61, B-1000 Brussels, Belgium.

- 1.1.2. The registered offices may be transferred to any other location in the Brussels Capital Region by decision of the General Meeting, and this shall be published in the annexes of the Belgian Official Bulletin.

## **Article 2 Purpose**

- 2.1.1. The Association shall have as its purpose the development, use and promotion of a standardized system based on structures and procedures in order to ensure the reliable operation of international certificate schemes which satisfy the criteria of objectivity, non-discrimination, transparency and costs effectiveness in order to facilitate the international exchange of certificates.
- 2.1.2. To this end, the Association may carry out all activities connected, allied, supplementary or useful to meet those purposes which are of such a nature as to:
- (a) Provide systems for exchanging certificates.
  - (b) Promote and ensure harmonisation of the practices mentioned in Section 1 for voluntary certification systems and to the extent possible, the practises with respect to certificate systems, within the national and European law, also for mandatory support systems.
  - (c) Develop, improve and implement a standardized system which includes among others:
    - data definitions;
    - protocols for data transfer, including response times and data format;
    - data sharing;
    - statistical reporting;
    - transaction logging;
    - standards and practices for registering and auditing production devices;
    - and
    - standards and practices for electricity metering.
  - (d) Disseminate experience gained within the AIB by giving lectures, taking part in seminars and workshops and offering expertise to international institutions, governments, international trading organisations and Non Governmental Organisations.

## **Article 3 Members**

### **3.1. Current Members of the Association**

- 3.1.1. The Association shall be made up of at least 2 members.
- 3.1.2. A list of all current Members will be held for the Association by the general secretary and shall be put at the disposal of the Members on request.

### **3.2. Acquisition of membership**

- 3.2.1. The acquisition of membership shall be subject to the approval by the General Meeting after due verification that the candidate:
  - Intends to and is competent to comply with the quality standards set up by the Association;
  - Has acknowledged receipt of a copy of the PRO, approved it and agreed to be bound by its terms;
  - Has a legal personality according to its national law;
  - Must be an Issuing Body;
  - Commits itself to pay the yearly basic Membership Fee and the activity-based Membership Fee;
  - Supports the purpose of the AIB; and
  - Commits itself to further the objectives set out in the PRO core principles.
- 3.2.2. Applications for Membership of the Association shall be submitted in writing to the Association through the general secretary. The general secretary shall inform the Members, verifying that the conditions of Article 3.2 have been met.
- 3.2.3. No later than six (6) months after receipt of a request for Membership, the Association shall convene a General Meeting to decide whether Membership will be granted. The General Meeting's decision of approval is taken according to the procedure laid down in Article 6.5.3
- 3.2.4. Any change in the legal identity of an Issuing Body (IB) shall be notified to the general secretary by the concerned Member or Members. The general secretary shall then inform the Members of the Association.

### **Loss of membership**

- 3.2.5. A Member may withdraw from the Association by giving written notice to the president and in copy to the general secretary of the Association three (3) months prior to the date of withdrawal. Upon receipt the general secretary shall make copies of such notice available to all Members together with an analysis of the implications of this withdrawal.
- 3.2.6. A Member may be required to withdraw immediately for the following reasons:
  - (a) Dissolution of that organisation, or a verdict of insolvency issued by a competent Court;
  - (b) Loss of its status as Issuing Body;
  - (c) Non-payment of the membership fee duly called for;
  - (d) If a Member is in material breach of these Articles of Association or the PRO, or for behaviour incompatible with the interests of the Association.
- 3.2.7. In the event described under 3.2.6(a) and (b), the Member will automatically lose its Member status.
- 3.2.8. In the events described under 3.2.6(c) and (d), Articles 3.2.9 to 3.2.131 apply.

- 3.2.9. Where three (3) or more Members, or the Association's Board, consider that a Member should be excluded from the Association for one of the reasons listed above in Article 3.2.6 (c) and (d), these Members or the Board will be required to submit such notification in writing to the general secretary.
- 3.2.10. If the general secretary receives a notification according to Article 3.2.9, he shall initiate the assessment procedures described in Article 5.
- 3.2.11. The General Meeting shall take decisions of exclusion according to the procedures laid down in Article 6.5.3 and may set a date for the expulsion to enter into force.
- 3.2.12. Members that have withdrawn from, submitted their written intention to withdraw from, or been excluded from Membership in the Association are not entitled to claim from the Association any compensation or refund of the Membership fee relating to the period of such Membership.
- 3.2.13. A Member that has withdrawn from the Association will no longer be required to bear any of the costs of the Association and the Association cannot make any claim against an ex-Member for damages based on previous membership, except where the damaging actions of an ex-Member occurred during the period of Membership of that ex-Member.
- 3.2.14. A Member is regarded as having lost its status as Issuing Body for a Scheme within a Domain when:
- (a) the Market Participants for a Voluntary Scheme in that Domain have declared collectively, in writing and in accordance with the agreed regulations for that Scheme, that the Member is no longer regarded as Issuing Body for that Scheme and Domain; or
  - (b) the government or statutory body that appointed the Member as Issuing Body for an Obligatory Scheme has declared in writing and in accordance with the agreed regulations for that Scheme that the Member is no longer regarded as Issuing Body for that Scheme and Domain.

### **3.3. Membership Fee**

- 3.3.1. Members shall pay an Annual Membership Fee.
- The Annual Membership Fee consists of a Fixed Charge with the possible addition of a variable, activity-based fee.
- The Annual Membership Fee shall not exceed the "*maximum*" fee.
- 3.3.2. A Member's Fixed Charge exists of the standing charge, corresponding to that Member's Fee-level plus its Scheme Charges.
- (a) Each Member shall be classified under a certain Fee-level depending on the overall volume of MWhs generated in aggregate under all Schemes during the preceding calendar year.
  - (b) A Member may voluntarily opt to be classified under a higher Fee-level.
  - (c) The Scheme Charge will be due for each Scheme in which a Member takes part and is calculated in proportion to the Fee-level under which a Member classifies.
- 3.3.3. The variable fee is an activity-based fee and will be payable for each MWhs generated in the past year, under the Schemes in which that Member participates.
- 3.3.4. The Board shall advise the General Meeting of:
- (a) The number of Fee-levels to be in force;
  - (b) The value of the standing charge, corresponding to each Fee-level;
  - (c) The proportion and value of the Scheme Charges in relation to the Fee-levels;

- (d) The number of MWhs generated, i.e. the volume, that represent the point above which an Issuing Body qualifies to be classified under a higher Fee-level and Scheme Charges; and below which an Issuing Body qualifies to be classified under a lower Fee-level and Scheme Charges;
  - (e) Whether the Annual Membership Fee will include an activity-based fee and, if so, the value of such activity-based fee for every MWh generated according to Article 3.3.3; and
  - (f) The value of the “maximum” fee which any Member can be asked to pay for Membership relating to any one year.
- 3.3.5. The last General Meeting of each year shall agree on the budget for the following year and decide on the proposals of the Board provided in the Articles 3.3.4 (a) to (f). In the absence of such a decision the relevant amounts and criteria adopted the previous year shall be perpetuated.
- 3.3.6. The general secretary shall calculate the Annual Membership Fees on the basis of the amounts and criteria decided by the General Meeting in accordance with the provision set out sub 3.3.5 and request payment by sending an invoice to each Member. The invoice shall reflect the total Annual Membership Fee corresponding to the eligibility of that Member according to Articles 3.3.1 to 3.3.4, for that year;
- 3.3.7. Where payment is more than three (3) weeks late and the related invoice has not been disputed by the Member, then the Member shall be censured by the general secretary.
- 3.3.8. Where payment is more than three (3) months late and the invoice has not been disputed by the Member, then the voting rights of the Member in question shall be suspended until payment takes place.
- 3.3.9. A Member is regarded as having failed to make payment of the Membership fee for any year when that Member has failed to pay any or all of the Membership fees invoiced during that year by the end of the month of December of that year.

## **Article 4 Member’s Obligations**

- 4.1.1. It is the duty of the Members of the Association to contribute to the Association’s purpose in general and to comply with the provisions laid down in the “PRO” being “The Principles and Rules of Operation” adopted by the General Meeting of the 2nd of June 2006 as amended and according to its competence as laid down in Article 6.4.3 and conform the procedural requirements of Article 6.5.3; or any later version of said document when adopted according to these procedures.

## **Article 5 Compliance Assessment**

### **5.1. Scope**

- 5.1.1. These Articles set out the procedures that apply with respect to the assessment of the obligations of Members as described under Article 4 and general obligations that may rise from these Articles of Association, as well as to the notification according to Article 3.2.9.

### **5.2. Procedure**

- 5.2.1. The general secretary shall initiate an assessment procedures when he is notified about issues described in Articles 3.2.5 to 3.2.9.
- 5.2.2. The details of the assessment procedures shall be elaborated in the PRO.

## **Article 6      General Meeting**

### **6.1.    Convening of the meetings**

- 6.1.1.    The General Meeting shall meet at least once a year and be chaired in accordance to Article 7 of the Articles of Association. At this General Meeting, the annual accounts of the past year and the budget plans for the coming year will be approved.
- 6.1.2.    A General Meeting may also be convened where the Board considers that it is in the interests of the Association, or where at least three (3) Members require the president to call such a meeting on a specific matter they consider to be relevant.
- 6.1.3.    The general secretary will send out the notification for a General Meeting which shall include the date, time and location (in the case that it is not a telephone conference) of the General Meeting, the agenda set by the general secretary, draft resolutions and any other relevant information to enable Members to participate. If the General Meeting is convened at the request of at least three (3) Members, the written notification shall indicate also the name of these Members.
- 6.1.4.    At least ten (10) days prior to a General Meeting, the general secretary will prepare and send to all Members a set of meeting papers comprising the agenda and documents which are submitted for approval.
- 6.1.5.    The agenda shall be made available to each Member three (3) weeks before the meeting and shall indicate whether an item is submitted for information, or for decision. A written proposal for resolution shall be included for those items submitted for decision. Each item of the agenda should refer to any supporting documents. The documents shall normally be made available to each Member ten (10) days before the meeting. The agenda may only be amended at a General Meeting by a unanimous decision of all Members.
- 6.1.6.    Attendance at the General Meeting may also be achieved by telephone conference, videoconference or e-mail, providing that no Member signifies disagreement in advance and on condition that all Members can be identified, can follow the debate and can express their opinions in actual time. The Members have two (2) weeks time after the delivery to ask questions about the respective topic. These questions shall be copied to all other Members.
- 6.1.7.    After debating by telephone or videoconference, the Members shall confirm the opinions expressed and the votes cast by sending them to the general secretary in any written form including without limitation e-mail, within three (3) weeks.
- 6.1.8.    Any Member that is unable or unwilling to attend the meeting may send its own vote or votes to the general secretary in advance, in any written form and including without limitation email or proxy awarded to the representative of another Member. If a representative is unable to attend a General Meeting, he or she may be represented by the representative of another Member or by a proxy holder belonging to the same Member or its agent. The proxy shall be delivered to the general secretary before the General Meeting.
- 6.1.9.    At the end of the General Meeting, the general secretary will summarise any decisions made during that General Meeting. Within three (3) weeks after the General Meeting, the general secretary shall prepare and distribute to all Members a set of minutes comprising the list of Members with the names of representatives attending, the resolutions adopted and points of information given. These minutes shall be approved and signed by the president and the general secretary and circulated to Members, for comments, within three weeks after the end of the General Meeting. The original copy of the minutes shall be retained by the general secretary.
- 6.1.10.    The president may invite non-Members to the General Meeting.

## **6.2. Member Representation**

- 6.2.1. Each Member shall appoint to the General Meeting one (1) representative and one (1) alternate representative, both duly mandated in writing to exercise their functions, who may both attend the General Meeting and validly exercise the rights of the Member. Appointment of the representatives shall happen by means of a written notice to the president and shall take effect on receipt of such notice.
- 6.2.2. Written proxy may be awarded to the representative of another Member. A Member may not hold more than two proxies at any one time. Attendance of Members' representatives at meetings shall not give rise to any remuneration payable by the Association.
- 6.2.3. Written proxy may be awarded to a third-party non-member after such has been decided by the general secretary and is indicated in the written convocation for the General Meeting.

## **6.3. Voting rights**

- 6.3.1. The allocation of voting rights will take place according to the following principles:
  - (a) one (1) vote will be allocated per scheme and country;
  - (b) three (3) votes will be allocated per scheme and country when the total volume, as determined according to Article 3.3.2, is exceeded according to Article 3.3.4(d) or when Article 3.3.2(b) applies; and
  - (c) there may not be more than three (3) votes per scheme and country.
- 6.3.2. Scheme Members may vote on the following issues:
  - (a) change to the related scheme chapter within the PRO;
  - (b) change to Domain Protocols, Domains or a subsidiary document which applies exclusively to that EECS Scheme;
  - (c) admission and expulsion of Members of the relevant Scheme; and
  - (d) the regulations in Article 3.3.4 (c).
- 6.3.3. All other decisions shall be made by all Members of the Association.

If there are less than five (5) Scheme Members, then decisions 6.3.2(a) to (d) above shall also be voted upon by all Members of the Association.
- 6.3.4. The number of votes eligible to be cast by a Member for decision in Article 6.3.3 shall equal the total number of votes allocated to that Member.
- 6.3.5. The general secretary shall report the voting rights of Members prior to the 31<sup>st</sup> of January of each year. This report shall also be made available to the Members with other meeting papers relating to decisions. Members shall inform the general secretary of incorrect data within five (5) calendar days after receipt of the data, and the general secretary shall make such amendments as are appropriate and notify all Members of the amended voting rights at the expiry of this time period.
- 6.3.6. New members become eligible for voting at the first General Meeting after they have been admitted. The General Meeting resolving on the admission of new members shall also determine their voting rights.

## **6.4. Responsibilities and competence**

- 6.4.1. The General Meeting shall be made up of all Members, and shall have full powers to accomplish the objects of the Association without prejudice to the powers delegated to other bodies by or in virtue of these Articles of Association or pursuant thereto.
- 6.4.2. The General Meeting shall exercise the functions ascribed to it in the PRO, subject to and in accordance with the terms of this PRO, including with respect to voting rights.

- 6.4.3. The competence of the General Meeting, following a procedure of consultation in which the interests of interested parties are duly regarded, includes (but is not limited to) the following:
- Determine the main direction and strategic objectives of the Association, and decide which actions shall have priority;
  - Approve the annual action plan;
  - Admit new Members;
  - Set the level of membership fees;
  - Approve the annual budget and the end-of-year accounts;
  - Appoint and dismiss Members of the Board and determine their powers;
  - Appoint the Association president, the Association vice president, the general secretary and the treasurer of the Association, and set their remuneration, if any;
  - Define the limits of day-to-day management;
  - Choose the Association's auditors and banks;
  - Dissolve the Association and appoint liquidators;
  - Amend the PRO;
  - Amend these Articles of Association;
  - Approve and amend Framework Protocols;
  - Approve and amend PRO "Standard Terms and Conditions" between Members and Market Participants; and
  - Approve and amend a Framework Agreement between Issuing Bodies
- 6.4.4. The General Meeting shall be competent where competences are not ascribed to any other specific body of the Association.
- 6.4.5. The General Meeting shall publish an annual report on the activities and finances of the Association.

## **6.5. Decision making**

- 6.5.1. In all matters, except in those where Article 6.5.3 applies, resolutions shall be adopted by a simple majority of the votes exercised by Members that are present or represented at a quorate General Meeting, excluding abstentions and blank votes. In these circumstances, the General Meeting is quorate when Members holding more than half of all votes are either present or represented. If this quorum is not met, a second General Meeting will be organized within three weeks with the same agenda. Convocation for this meeting shall be sent with proof of delivery at least 10 days before the date of the meeting. The second General Meeting may adopt resolutions by simple majority without any quorum requirements.
- 6.5.2. The meeting may, as the case may be on proposal of the board, provide options for making decisions by telephone or video conference or any other appropriate means provided that each vote is confirmed in writing such as an electronic message or a fax. In case this procedure is used, it shall be duly justified by reference to needs that render the normal procedure unsuitable. Any documentation that the Members should examine in order to be capable of exercising their votes with adequate knowledge of matters relevant to be decided upon will be mailed in advance in accordance with Article 6.1.6.
- 6.5.3. Resolutions relating to:
- Applications for new membership;
  - Exclusion from the Association;
  - Amendment of the PRO;
  - Save as provided for in the PRO, change to the method of calculating voting rights and voting procedures;
  - Amendment of these Articles of Association;
  - Dissolution and liquidation of the Association; and
  - Maximum membership fee

may only be adopted by majority of three quarters of the votes exercised by the Members present or represented at a quorate General Meeting, excluding abstentions and blank votes. In these circumstances, the General Meeting is quorate when Members holding at least 75 % of all votes are either present or represented. If this quorum is not met, a second General Meeting will be organized within three (3) weeks with the same agenda. Convocation for this Meeting shall be sent by registered mail at least ten (10) days prior to the date of this Meeting. The second General Meeting may adopt resolutions by three quarters majority without any quorum requirements.

- 6.5.4. No decision may be taken on any matter not included in the agenda, except for those unanimously agreed by the General Meeting at which all the Members are present or represented.
- 6.5.5. Save as provided for in the PRO, the resolutions of the General Meeting shall be signed by the president, and recorded in a register. The resolutions shall show the abstentions and the number of blank votes. The register shall be held by the general secretary, who shall keep it at the disposal of the Members, on request.

#### **6.6. Amendment of the Articles of Association**

- 6.6.1. Members that wish to propose changes to the Articles of Association shall present their proposals in writing to the president and general secretary. The proposal must be accompanied by an explanation of the reason behind the proposal and must be supported by at least three (3) Members. The proposal shall be presented to the Members. The Members may comment within three (3) weeks.
- 6.6.2. The general secretary shall send the proposal along with the comments to the Members and put the proposal on the agenda for the next General Meeting.
- 6.6.3. Resolutions relating to amendments of the Articles of Association shall be adopted in accordance with Articles 6.5.2, 6.5.3 and 6.5.4.
- 6.6.4. In keeping with Article 50 § 3 of the Belgian law dated 27 June 1921 concerning Non-Profit Associations and Foundations, any alteration in the description of the Association's Purpose, as laid down in Article 2, must be agreed upon by the King of Belgium.
- 6.6.5. Amendments of the provisions in Article 6, Article 12 and this Article 6.6 must be stated by notarial deed.

#### **6.7. Electoral Procedures – General rules**

- 6.7.1. The General Meeting shall appoint the president, general secretary, treasurer and Board Members, and may appoint a vice-president and deputy Board Members.
- 6.7.2. The candidates for the role of vice-president, treasurer, Board Members and deputy Board Members shall be representatives of a voting Member and shall be presented to all Members at the latest three (3) weeks before the General Meeting at which voting on this matter will take place. When the role of the general secretary is performed by a Member of the Association, then the respective Member shall perform its voting through another representative than the general secretary.
- 6.7.3. Where several candidates are proposed for the role of president, vice president, general secretary and treasurer, there will be a secret ballot of all Members present or represented and having the right to vote. In the event of a tie, the secret ballot will be repeated.
- 6.7.4. The Board chairman will chair the section of the General Meeting when a new president is appointed.

#### **6.8. Delegations**

- 6.8.1. The General Meeting, as part of its exclusive responsibilities, may delegate part of its powers to the president or the vice president.

- 6.8.2. The General Meeting may permit the Board to authorise and incur expenditure up to a limit that is set or in the absence of such a decision perpetuated each year by the General Meeting.

## **Article 7 Association president, vice president and general secretary**

- 7.1.1. The Association president shall be appointed by the General Meeting for a one (1) year term of office.
- 7.1.2. The president shall chair the General Meeting, and has the additional powers defined hereunder.
- 7.1.3. In the absence of the president, the vice-president will execute his functions. If there is no appointed vice president, the chairman of the Board will execute his functions.
- 7.1.4. A general secretary shall be appointed by the General Meeting to further the purpose of the Association and implement the decisions of the General Meeting and of the Board. The general secretary shall be present at the meetings but has no voting rights. The relationships between the Association and the person accepting the mandate of general secretary shall be ruled by a separate written Agreement.
- 7.1.5. The General Meeting may remunerate the president, the vice president and the general secretary for carrying out their tasks.

## **Article 8 The Board**

### **8.1. Members of the Board**

- 8.1.1. The General Meeting will set up a Board that shall comprise at least three (3) Members which shall be appointed for a period of two (2) years and may thereafter be re-appointed. The **chairman** of the Board shall be appointed by the General Meeting for a term of office of one (1) year and may thereafter be re-appointed; and must be a person different from the president of the Association. The president of the Association and the general secretary shall not form part of the Board, but may attend its meetings without voting rights.
- 8.1.2. Each Member may nominate only one (1) candidate to be a Member of the Board. Where the role of president, vice president or general secretary is performed by a Member, a candidate from that Member cannot be elected as Board Member.
- 8.1.3. Elections of Board Members shall take place by secret ballot. The candidate who receives the most votes will be elected. If there is more than one Board Member to be elected, there will be one election per seat.
- 8.1.4. In addition, deputy Board Members may be elected. At least one of the deputy Board Members must be a representative of a Domain not represented in the Board.
- 8.1.5. The candidates for the deputy Board Members shall be representatives of a voting Member and shall be presented to all Members at the latest three (3) weeks before the General Meeting at which the election will be held.
- 8.1.6. For the election of the first and the second deputy Board Member there will be a secret ballot of all Members present or represented and having the right to vote. In the event of a tie, the secret ballot will be repeated. The candidate who receives the highest number of votes shall be elected the first deputy Board Member.

- 8.1.7. If a Board member resigns before the end of the period of two years, the Board Member will be replaced by the first deputy Board Member. If the domain of the first deputy Board Member is already represented in the Board, the second deputy Board Member will replace the Board Member.
- 8.1.8. After the replacement of a Board member according to previous Article 8.1.7, a new deputy Board Member may be elected at the next General Meeting.
- 8.1.9. Any member of the Board may be dismissed by a decision of the General Meeting.

## **8.2. Duty and Competence**

- 8.2.1. The Board is the management body of the Association. The Board shall supervise the day-to-day affairs of the Association and manage the Association's assets for the benefit of the Members of the Association without prejudice to the powers of the General Meeting, provided:
  - (a) Its decisions and actions reflect the decisions of the General Meeting;
  - (b) The Board reports its decisions and proceedings at the next General Meeting to the Association-Members; and
  - (c) Its decisions and actions are ratified formally by the next General Meeting.
- 8.2.2. The Board's competences are:
  - (a) Determining strategic issues to be examined and decided upon by the General Meeting;
  - (b) Approving the annual accounts of the Association before their submission to the General Meeting;
  - (c) Approving the annual activity report of the Association;
  - (d) Entering the Association into contracts with organisations and professional advisors within the budget as approved by the General Meeting;
  - (e) Performing all acts within the scope of Article 8.2.1 of which the total annual expenditure does not exceed ten thousand euro (€10.000 EUR) or any other amount as determined by the General Meeting and which is not present as an explicit item in the annual working budget;
  - (f) Engaging in legal actions on behalf of the Association;
  - (g) Determining the duties of the general secretary, other than those explicitly adopted in the Articles of Association; and
  - (h) Commissioning work items within the budget, as approved by the General Meeting.
- 8.2.3. The chairman of the Board may identify a Board decision as an urgent decision. Urgent decisions must be notified to Board Members at least three (3) calendar days in advance and must be supported by a majority of the Board. An urgent decision can be taken at the discretion of the president of the Association by written proxy.
- 8.2.4. Issues requiring a decision by the General Meeting may be added to the agenda of the General Meeting at the recommendation of the Board.

## **8.3. Convocation and Meetings**

- 8.3.1. The Board shall meet at least once before each General Meeting.
- 8.3.2. Other Board meetings can be convened at the request of a majority of at least two thirds of the Board members. Board meetings are being held at time and places that are determined by the chairman.

All Board meetings are being announced by the chairman at least seven (7) days in advance and confirmed to all Board members by e-mail or letter.

- 8.3.3. Board meetings can also take place by telephone conference or videoconference. Decisions can also be made by e-mail voting, whereas the time frame between circulation of the decision by the general secretary and e-mail voting must be at least two (2) calendar days

#### **8.4. Resolutions**

- 8.4.1. All resolutions made by the Board shall be made by a simple majority of the Board members present at a quorate meeting. A Board meeting is quorate when half of the Members are present or represented. If this quorum is not met, a second meeting will be organised after at least five (5) working days with the same agenda. This second meeting may then adopt resolutions by simple majority without requirement for quorum. The resolutions of the Board shall be signed by the Chairman, the general secretary and a majority of the Board members present, and recorded in a register. The register shall be held by the general secretary, who shall keep it at the disposal of the Association Members, on request.

#### **8.5. Remuneration**

- 8.5.1. Members of the Board shall not be remunerated for their office, unless the General Meeting decides otherwise. However, the expenses actually incurred by members of the Board for carrying out tasks on behalf of the Association shall be refunded to them, on production of the appropriate receipts, within the limits of the budget set aside for this purpose.

#### **8.6. Delegation to the general secretary**

- 8.6.1. The Board shall delegate the day-to-day management of the Association to the general secretary, who shall act as appropriate according to the directions received from the General Meeting or the Board.

### **Article 9 Working Groups and Task Forces**

- 9.1.1. The Board and the General Meeting may set up Working Groups with responsibility for certain aspects of the operation of the Association; and Task Forces to undertake specific tasks.
- 9.1.2. The Board shall define the terms of reference of each Working Group and Task Force; and shall appoint the chairman of each. These terms of reference shall be submitted for approval to the General Meeting. The Board may assign a Member of the Board to each Working Group and Task Force.
- 9.1.3. Working Groups and Task Forces may employ experts or other external resources where this is within their terms of reference. The employment of external experts shall be approved by the Board.
- 9.1.4. Working Groups and Task Forces shall be required to report their proceedings to the Board and the General Meeting in accordance with the guidelines given by the Board.

### **Article 10 Representation of the Association in dealings with third parties**

- 10.1.1. The legal representative of the Association is the president or, in case of absence of the president, the vice-president. If no vice president is appointed, or if both the president and vice president are absent, the chairman of the Board is the legal representative of the Association.

- 10.1.2. Without prejudice to any special mandates conferred by the General Meeting or the Board, all acts that commit the Association shall be signed by the president, as referred to in Article 10.1.1. Where such an act commits the Association to a liability not exceeding €10.000, or within the limit set for such purpose by the General Meeting, then the president may act alone. Where such act commits the Association to a liability in excess of €10.000, or outside the limit set by the General Meeting, then the president must act with the vice-president or the general secretary.
- 10.1.3. Acts of day-to-day management, within written criteria established by a decision of the Board, may be taken by the general secretary acting alone.

## **Article 11 Budget and accounts**

- 11.1.1. The General Meeting shall appoint a treasurer, who may or may not be a member of the Board, for a term of office of one (1) year. Each year, the treasurer shall submit to the General Meeting the draft accounts for the past year, comprising a balance sheet, a profit and loss statement, an income statement and notes annexed, together with the budget for the following year.
- 11.1.2. The General Meeting shall appoint an auditor to audit the accounts and report to the General Meeting, and shall make such an appointment if required to do so by law. The financial year shall end every year on December 31st.
- 11.1.3. Where no legal obligation exists to appoint an auditor and none is appointed by the General Meeting, the Board however shall be obliged to appoint such auditor itself when three (3) Members of the Association so request (by means of a written notice) (to the Chairman of the Board).
- 11.1.4. Where no auditor is appointed, each Member shall have the competence of an auditor and may demand inspection of the accounts. Such Member may be represented or assisted by an accountant.
- 11.1.5. The auditor shall be present at the General Meeting where the Board presents its findings on the annual accounts and where the General Meeting must resolve on the approval of such accounts.
- 11.1.6. Both members of the Board and the auditor will answer questions that might be asked by Members of the Association in relation to such accounts and their report.

## **Article 12 Dissolution of the Association**

- 12.1.1. The duration of the Association is unlimited.
- 12.1.2. The number of Members has no upper limit but cannot be fewer than two (2). In case of resignation, exclusion or any other event affecting a Member, the Association shall subsist with the other Members provided it still has at least two (2) Members. If such is not the case, the Association shall be dissolved.
- 12.1.3. As specified under Articles 6.4 and in particular 6.4.3, the General Meeting may determine the dissolution and liquidation of the Association and the relevant method for it. Decisions relating to the dissolution of the Association and its liquidation shall be registered at the Federal Ministry of Justice and be published, at the expense of the Association, in the Annexes of the Belgian Official Journal.
- 12.1.4. The General Meeting shall decide that the remaining assets be transferred to one or more non-profit organisations with a similar or analogous objective and shall indicate the specific organisation or organisations.

### **Article 13 Intellectual Property and confidentiality**

- 13.1.1. All Intellectual Property Rights developed within the Association including, but not limited to computer software, inventions, trademarks and copyrights, are the property of the Association and shall remain within the Association. A previous AIB Member that is no longer a Member has no title or rights to the Intellectual Property Rights vested in the Association.
- 13.1.2. Information considered to be confidential shall include all commercially sensitive information; information clearly marked as "confidential"; and information which by its nature must be considered or qualified as confidential. No Member shall use or otherwise process any confidential information for any purpose other than that for which it is intended and which has been approved in writing by the owner of such information, or disclose any such information to any third party.

### **Article 14 Claims and Liability**

- 14.1.1. The members cannot be liable for any commitment of the Association, notwithstanding their obligation to pay the membership fee in accordance with Article 3.2.1.
- 14.1.2. Any Member that ceases to form part of the Association, for any reason whatsoever, shall not have any claim on the Association's funds; any fees already paid shall remain definitively acquired by the Association.

### **Article 15 Governing Law and Language**

- 15.1.1. Disputes regarding the understanding of these Articles of Association shall be settled in accordance with the provisions of Belgian law. The Articles of Association shall be drawn up in English and Dutch. In case of divergence of interpretation amongst the Members between the Dutch and English texts of a provision of these Articles of Association, the texts shall as far as possible be interpreted by reference to each other and, if that method is not successful, by having the Dutch version prevailing inter parties.