

# INTERNAL REGULATIONS OF THE INTERNATIONAL NOT-FOR-PROFIT ASSOCIATION (AISBL) European Facility for Airborne Research in Environmental and Geosciences

*As adopted by the General Assembly Decision of 10 October 2017*

## **General principles**

- A. These Internal Regulations are supplementary and subordinate to the Statutes of the European Facility for Airborne Research in Environmental and Geosciences AISBL, an International Not-For-Profit Organisation (*Association Internationale Sans But Lucratif*) registered under Belgian law on 30 August 2017.
- B. The purpose of these Internal Regulations is to implement the provisions of the Statutes and to regulate the day-to-day activities of the Association. They establish administrative rules and set down the financial commitments of the Members, without violating either the spirit or the letter of the Statutes
- C. In case of contradiction between these Internal Regulations and the Statutes, the Statutes shall prevail.
- D. Capitalised terms shall have the same meaning as the meaning ascribed to them in the Statutes or as defined in the text below.

## **Chapter 1 – Activity Plan, Financial Plan, Budget, Membership Fees, Contributions of Members (in kind and in cash) and Confidentiality**

### **Article 1 – Submission of and decisions concerning the Budget of the Association and the Membership fees**

- (1) In accordance with Article 23.1 of the Statutes, each year the Executive Board shall prepare:
  - a. a draft Budget identifying the activities to be financed by the Membership fees and additional in-cash contributions of the Association for the next financial year; and
  - b. a proposal regarding the amount of Membership fees to be paid evenly by each Member, with an annual increase of the fees not exceeding 3%;

which shall both be sent to Members no later than 30 April each year for adoption by the General Assembly at the Ordinary Meeting in that year.

- (2) Membership fees shall be invoiced in one instalment in January, at the beginning of each financial year, at the rate proposed by the Executive Board and accepted by the General Assembly.

### **Article 2 – Submission of and decisions concerning the Activity Plan and the Financial Plan**

- (1) In accordance with Articles 4 and 23 of the Statutes, the Executive Board shall prepare a draft Activity Plan, established in consultation with any Members who wish to provide input, covering the activities of the Association for a four-year term which shall coincide with four calendar years and be updated every year (rolling plan).
- (2) The draft Activity Plan shall be sent to all Members no later than 30 April each year.
- (3) The Activity Plan shall be approved by the General Assembly each year during the Ordinary Meeting or during an Extraordinary Meeting in the event of force majeure, as set forth in Article 2.4. The inaugural Activity Plan shall be taken by the General Assembly during the first Meeting of the General Assembly.
- (4) In the event of force majeure (including but not restricted to long-time sickness of a member contributing to the Activity Plan) that would hinder the conduct of the work identified in the Activity Plan,

remediation (i.e. replacement of that member, revision of the Activity Plan) will be sought by the Executive Board and submitted to the General Assembly for discussion and approval during an Extraordinary Meeting of the General Assembly within 60 calendar days following the date of the notification,

- (5) In accordance with Article 23.2 of the Statutes, the Executive Board shall prepare a draft Financial Plan in light of the activities foreseen for the next year in the Activity Plan. This Financial Plan shall be sent to Members no later than 30 April each year for discussion and approval by the General Assembly in the Ordinary Meeting, subject to confirmation of the availability of contributions as set out in Article 23.3 of the Statutes. Members shall declare to the Executive Board their expected resource (in kind and in cash) commitment no later than 31 March each year.
- (6) Members shall, within three months of the General Assembly decision, confirm in writing to the President of the General Assembly, the availability of the full contributions expected from them in accordance with Article 23.3 of the Statutes. Financial Plans shall enter into force only when all Members have made such confirmation and the President of the General Assembly has informed the Executive Board of the same. Should any contributions be stated or deemed to be unavailable, a new Financial Plan shall be drafted within a month and submitted to an Extraordinary Meeting of the General Assembly for approval.

### **Article 3 – Contributions and manpower valuation rules**

- (1) In pursuance of the purposes of the Association, Members may contribute in-kind by providing, inter alia, staff effort, goods and services as agreed upon in the Activity Plan.
- (2) Members shall declare to the Executive Board their in-kind and in-cash contributions as provided during the preceding year by no later than 31 March each year.
- (3) The number of person-hours devoted to the Association during the preceding year shall be provided to the Executive Board for the category (as set out below) that the respective members of staff belong to:
  - a. Administrative assistant
  - b. Technician
  - c. Engineer
  - d. Researcher
- (4) Declaration of person-hours shall be supported by appropriate evidence of the nature of work, amount and category of the staff named in the Activity Plan.
- (5) Members shall also provide the Executive Board with their mean salary grid reflecting the categories of staff as set out in Article 3.3. This grid may also include the indirect costs associated with provision of personnel, in accordance with each Member's indirect cost model.
- (6) Following the receipt of all such declarations, a reference salary grid shall be drafted by the Executive Board by averaging the contributing Members' mean salary grid in force during the corresponding financial year for the concerned categories as set out in Article 3.3.
- (7) For each Member, the monetary value of such person-hours shall be obtained by multiplying the Member's actual person-hours by the reference mean salary of the corresponding category as set out in Article 3.3.
- (8) The Executive Board shall prepare and send to Members a draft of the total monetary value ascribed to such person-hours and other costs not later than 30 April each year, prior to the Ordinary Meeting of the General Assembly.
- (9) The reference period for the determination of the voting rights of each Member in meetings of the General Assembly and Executive Board shall be:
  - a. For the second financial year of the association's existence, the previous financial year (or part thereof);
  - b. For the third financial year of the association's existence onwards, the previous two financial years.

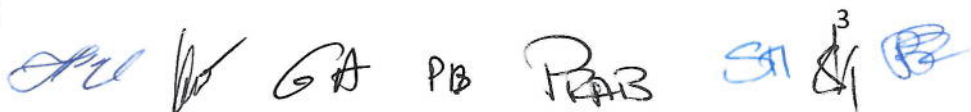
### **Article 4 - Non-disclosure of information**

- (1) All information, in whatever form or mode of communication, which is disclosed by a Member or Partner

(the "Discloser") to any other Member or Partner (the "Recipient") in connection with the Association, its implementation, or its workings which:

- a. has been explicitly marked as "confidential" at the time of disclosure; or
  - b. when disclosed orally, has been identified as confidential at the time of disclosure and such confidential status has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Discloser
- is "Confidential Information".

- (2) The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure:
  - a. not to use Confidential Information otherwise than for the purpose for which it was disclosed;
  - b. not to disclose Confidential Information to any third party without the prior written consent of the Discloser;
  - c. to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strictly need-to-know basis; and
  - d. to return to the Discloser, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.
- (3) The Recipients may disclose Confidential Information to those of its consultants and professional advisors who have a strict need to access the Confidential Information, provided that such disclosure is made subject to obligations of confidence that are no less onerous than those set out in this Article 4.
- (4) The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, after the termination of their employment.
- (5) The obligations above shall not apply to disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
  - a. the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations set forth in this Article 4;
  - b. the Discloser subsequently informs the Recipient that the Confidential Information is no longer confidential;
  - c. the Confidential Information is communicated to the bona fide Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Discloser;
  - d. the disclosure or communication of the Confidential Information is foreseen by provisions of the Statutes;
  - e. the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations, or with a court or administrative order;
  - f. the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Discloser; or
  - g. the Confidential Information was already known to the Recipient prior to disclosure.
- (6) The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Association as with its own confidential and/or proprietary information, but in no case less than reasonable care.
- (7) Each Member shall promptly advise the other Members in writing of any unauthorised disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorised disclosure, misappropriation or misuse.



- (8) If any Member becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations, or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:
  - a. notify the Discloser; and
  - b. comply with the Discloser's reasonable instructions to protect the confidentiality of the information.
- (9) Any invited guests shall be required to sign a declaration of confidentiality with the Association (Annex I), unless the General Assembly decides otherwise.

## ***Chapter II - Functioning of the bodies of the Association***

### **Article 5 – Meetings of the General Assembly**

- (1) The General Assembly shall meet every year in June to hold its Ordinary Meeting with a view to approving the Annual Accounts and the Annual Report, adopting the Budget, setting the Membership fees, and adopting or amending the Activity Plan and Financial Plan.
- (2) A notice calling a meeting of the General Assembly shall indicate the place, date, hour and agenda of the meeting and shall be given by the President of the General Assembly by letter, fax or e-mail to the last notified addresses of the Members at least 45 calendar days before the date of an Ordinary Meeting, or 25 calendar days before the date of an Extraordinary Meeting. The final agenda shall be sent to the Members not less than 12 calendar days before the meeting. If applicable, working documents shall be attached to the notice. Any Member may add an item to the original agenda by written notification to all of the other Members not less than 7 calendar days before the meeting.
- (3) Meetings of the General Assembly shall be chaired by the President of the General Assembly or, if the President of the General Assembly is unable to attend a meeting, by the Vice-President of the General Assembly.
- (4) The Chairperson of a meeting of the General Assembly shall be responsible for the minutes of the meeting and may delegate this task to another participant.
- (5) The Chair of the Executive Board shall be invited to meetings of the General Assembly but shall not enjoy voting rights.
- (6) Members must be given at least 21 calendar days to respond to written resolutions. A Member not responding within this period shall be considered as not having participated in the vote. The majority and quorum requirements as well as any other provisions of the Statutes shall apply accordingly. Decisions taken by written resolutions are considered to be taken at the registered office of the Association and shall come into force on the date mentioned in the written resolutions. The President of the General Assembly shall record the result of the vote so taken in writing and shall inform all Members of such result respectively.

### **Article 6 – Meetings of the Executive Board**

- (1) Meetings of the Executive Board shall be convened by the Chair of the Executive Board by written invitation. Invitations may be sent by letter, fax or e-mail providing the agenda of the meeting as well as the time and the place of the meeting (if the meeting is in person) to all Executive Board members. At least 20 calendar days' notice of a meeting shall be given unless this convocation period may be waived by unanimous agreement of all Executive Board members. If the meeting has been convened upon request of at least half of the Executive Board members, such members shall draft the agenda to be sent with the invitation.
- (2) Meetings of the Executive Board shall be chaired by the Chair of the Executive Board or, in his/her absence, by the Vice-Chair of the Executive Board or, in his/her absence, by a person appointed by the Executive Board from amongst its members.
- (3) The Chairperson of a meeting of the Executive Board shall be responsible for the minutes of the meeting and may delegate this task to another participant.
- (4) The minutes shall be signed by the Chairperson of the meeting and another Executive Board member present at the meeting, and sent out to each Executive Board member.
- (5) Members of the Executive Board shall be entitled to consult the minutes at any time, and to obtain

copies upon request.

- (6) Guests invited to attend a meeting of the Executive Board shall observe confidentiality obligations in line with the confidentiality obligations that are imposed on Members by Article 4 and shall be required to conclude a declaration of confidentiality with the Association (cf. Annex I).

#### **Article 7 – Staff of the Executive Secretariat assisting the Executive Secretary**

- (1) In the fulfilment of its tasks, the Executive Secretary may be assisted by any necessary qualified persons according to the needs of the Association.
- (2) For the avoidance of any doubt, these qualified persons will not be recruited by the Association but will be provided by the Members as in-kind contributions, unless a required qualified person cannot be found among the Members.
- (3) The staff of the Executive Secretariat assisting the Executive Secretary may attend meetings of the bodies of the Association and support the organisation of meetings under the supervision of the Executive Board. Consequently, they must conclude a declaration of confidentiality with the Association.
- (4) The staff of the Executive Secretariat assisting the Executive Secretary shall be appointed by the General Assembly upon proposal by the Executive Board, provided that provision for such staff has been made in the Financial Plan.
- (5) The staff of the Executive Secretariat assisting the Executive Secretary shall be managed by the Executive Secretary according to the time allocated to the function by the employer without contradicting with the rules of the employer.
- (6) Secretariat functions may also be performed by a third party, as may be decided by the General Assembly.
- (7) Neither the Executive Secretary nor the staff of the Executive Secretariat assisting the Executive Secretary shall on any occasion be entitled to act, or to make legally binding declarations, on behalf of (or in the name of) the Association or any of its Members.

#### **Article 8 – Strategic Advisory Committee**

- (1) The Strategic Advisory Committee shall be composed of a minimum of 5 external representatives from a balance of European environmental research organisations and relevant industry partners, with broad scientific background and experience, and wide geographical representation, respecting a gender balance.
- (2) The members of the Strategic Advisory Committee shall be appointed by the General Assembly upon proposal by the Executive Board.
- (3) The Chair of the Strategic Advisory Committee shall be elected by the members of the Strategic Advisory Committee for a period of two years and may be re-elected for a maximum of three consecutive terms.
- (4) The General Assembly may dismiss the members of the Strategic Advisory Committee at any time.
- (5) Strategic Advisory Committee members shall observe confidentiality obligations in line with those imposed on Members by Article 4 and shall be required to sign a declaration of confidentiality with the Association (Annex I), unless the General Assembly decides otherwise.
- (6) The Strategic Advisory Committee shall meet at least once a year, if possible in conjunction with, but imperatively prior to, the Ordinary Meeting of the General Assembly. Two working groups may convene separately to focus on institutional research issues on the one hand and on industrial issues on the other hand, followed by a plenary session to summarise the recommendations and proceed to voting, if necessary.
- (7) The Chair of the Strategic Advisory Committee shall be responsible for setting the agenda and time for meetings of the Strategic Advisory Committee. At least three weeks prior to a meeting of the Strategic Advisory Committee, the Chair or Vice-Chair of the Executive Board will provide the Strategic Advisory Committee with a brief written report summarising the main activities and strategic initiatives of the Association conducted during the period between the last meeting and the planned meeting of the Strategic Advisory Committee. This summary will: (i) be responsive to issues brought to the attention of

Members by members of the Strategic Advisory Committee; (ii) highlight issues that the Members wish the Strategic Advisory Committee to consider, and (iii) be supplemented by presentations at the meeting of the Strategic Advisory Committee.

- (8) The Chair of the Strategic Advisory Committee shall report on the recommendations of the Strategic Advisory Committee during the next Ordinary Meeting of the General Assembly and shall correspond with the Chair and Vice-Chair of the Executive Board between meetings of the Strategic Advisory Committee.

#### **Article 9 – Rules and criteria for the installation of ad hoc committees and working groups**

- (1) A general outline of the activities and terms of reference of each ad hoc committee and/or working group must be approved by the General Assembly before the respective committee and/or working group activity is started.
- (2) Participation in ad hoc committee or working group activities shall be open to all Members and Partners willing to participate in them by appointing relevant experts to such committee or working group (unless the committee or working group serves to represent the interests of a specific group or specific groups of Members or Partners). This shall be without prejudice to participating Members' and Partner's rights.
- (3) The ad hoc committee and/or working group may start its activity with immediate effect upon approval by the General Assembly.
- (4) The terms of reference for any ad hoc committee or working group must clearly define the membership of such ad hoc committee or working group, the mission and tasks entrusted to it, the anticipated duration of those tasks, the rules governing their functioning (including the modalities of decision-making and reporting to the General Assembly) and the reimbursement of costs incurred.
- (5) Ad hoc committees and working groups shall determine the rules governing their functioning.
- (6) The members of ad hoc committees or working groups shall be required to sign a declaration of confidentiality with the Association (Annex I), unless the General Assembly decides otherwise.
- (7) A list of ad hoc committees and working groups, including their tasks and missions, will be communicated to all Members of the Association. Each Member shall be asked to contribute.
- (8) Following the establishment of any ad hoc committee or working group, these Internal Regulations be updated accordingly with details of the rules and procedures associated with the committee or working group.

### **Chapter III –Partners**

#### **Article 10 – Admission, obligations, expulsion**

- (1) A candidate wishing to become a Partner of the Association shall submit a written request to the Chair of the Executive Board. The application should set out the candidate's name, its tasks, activities, corporate purpose and legal status, provide details of its interest in the field of airborne research and briefly set out why it wishes to become a Partner of the Association, how it might contribute to the realisation of the Association's objectives, and whether it requests that its interests shall be represented by a Member.
- (2) Admission of a Partner shall be subject to ratification by the General Assembly upon recommendation by the Executive Board.
- (3) Partners shall be required to conclude an appropriate contract with the Association, which shall include confidentiality obligations and Intellectual Property Rights (hereinafter the Intellectual Property Rights as defined in Article 11 (1) c) policy in line with those imposed on Members by Articles 4 and 11.
- (4) A candidate shall become a Partner on the date of signature of the contract. Partners of the Association must abide by the terms of their contract, the Internal Regulations, and decisions of the General Assembly and Executive Board.
- (5) Admission or representation of a Partner whose interests are represented by a Member shall be conditional upon the conclusion of an agreement with that Member including requirements in line with those of the Association.

- (6) Any participation of, or contribution (in cash or in kind) by the Partners in the Association's activities will be accounted for as a resource of the Association, as set forth in Article 22 of the Statutes.
- (7) A Partner may be expelled from the Association by a decision of the General Assembly, should this Partner fail to meet its contractual obligations or honour its commitment.

## **Chapter IV – Intellectual Property Rights policy**

### **Article 11 – Generalities**

- (1) Definitions
  - a. "Background" means any data, know-how or information – whatever its form or nature (tangible or intangible), including any rights such as Intellectual Property Rights – that is held by the Members of the Association prior to their accession to this Association, and needed for carrying out the activities of the Association or using the Foreground.
  - b. "Foreground" means any (tangible or intangible) output of the activities of the Association such as data, knowledge or information – whatever its form or nature, whether it can be protected or not – that is generated by the Association, as well as any rights attached to it, including Intellectual Property Rights.
  - c. "Intellectual Property Rights" ("IPR") being understood in the meaning defined in Article 2 of the Convention establishing the World Intellectual Property Organisation, signed at Stockholm on 14 July 1967).
  - d. "Project" means any project the Association will be involved in as identified in the Activity Plan.
- (2) The IPR policy shall be considered, respected and adhered to by each Member in each individual Project.
- (3) The IPR policy shall be the common understanding and foundation for efficient and effective utilisation of Foreground generated in any Project, and shall ensure that the rights of the Members are properly taken into account.
- (4) The IPR policy shall facilitate the objectives of Article 3.7 of the Statutes.
- (5) The General Assembly shall provide recommendations which may include a template to address IPR issues, upon proposal of the Executive Board, as a baseline for any Project.

### **Article 12 – Principles**

- (1) Foreground generated in a Project shall remain with the inventing institutions whose employee(s) generated the Foreground. In case of a joint effort leading to Foreground, ownership of this Foreground shall be jointly owned in shares according to intellectual, material and financial contributions of the participants involved in producing this Foreground.
- (2) The Members should always consider carefully whether it is necessary to file for protection of a Foreground and shall be responsible for promptly taking actions to secure such Foreground.
- (3) The Members of the Association participating in a Project shall recognise that they all have their individual areas of expertise and valuable Background which could be of particular relevance for the Project. All Members should support any Project by making relevant Background to the other Members if it is of relevance to that Project. However, no Member is obliged to grant access to its Background. To ensure that expectations are matched when preparing a Project, the Members should as part of the preparation consider whether access to existing Background of any of the Members will be required for carrying out the Project or for exploiting the Foreground after completion of the Project. The Members agree that any access to Background will be subject to an agreement between the relevant Members. The terms and conditions of such access should reflect the purpose for which access to Background is granted.
- (4) The Foreground from multiple Projects within a work programme may form a coherent platform for further use. The Members should always consider the possibility for creating coherent platforms and in good faith negotiate the required access to Foreground to generate such platforms. Access must,

however, be agreed between the Members and no Member is obliged to grant access to Foreground.

- (5) The basic principle for access to Background and Foreground is non-exclusivity. However, the Members recognise that in order to find partners for conducting secondary commercial or profitable activities, an exclusive license may be required. If an exclusive license is required, the Members should always ensure that such license is defined and limited in its fields of use. The Members also recognise that licensing might not be sufficient or the best way to secure commercialisation. On the other hand, an assignment of ownership to Foreground would imply a loss of control of the assigned Foreground which could affect the research of the Members. But if assignment is considered as the best way to commercialise Foreground, the Members may decide to do so.

## **Chapter V – Contract Management**

### **Article 13 – Modalities**

- (1) The Executive Board shall manage contracts with external funding organisations to conduct activities of the Association in the name of the Association as set out in Article 3.3 of the Statutes, upon approval by the General Assembly.
- (2) Upon approval by the General Assembly, project proposals seeking external funding to conduct activities of the Association in the name of the Association as set out in Article 3.3 of the Statutes shall be prepared and submitted by the Executive Board.
- (3) The authorised representative of the AISBL in such a project (project coordinator) shall be appointed by the General Assembly upon proposal by the Executive Board. If necessary, such appointment shall be advertised in the Belgian Official Journal.
- (4) The Executive Board shall be in charge of managing such a contract in its administrative, financial, legal and ethical aspects, subject to the provisions of the Statutes, the Internal Regulations, the grant agreement signed with the external funding organisation and the associated partnership agreement, should the Association be part of a consortium.

## **Chapter VI – Accounting**

### **Article 14 – Financial management principles**

- (1) The Annual Accounts of the Association must be considered as a matter of business at each Ordinary Meeting of the General Assembly. The accounts must be accepted or rejected by the General Assembly and a minute of this decision must be taken. In the event that the accounts are rejected, the reason for this decision must be recorded and the Treasurer must be instructed to prepare revised accounts as a matter of urgency.
- (2) The proper expenses of the Association include any costs associated with the achievement of its purpose.
- (3) Financial administration shall be effected in accordance with the Budget and Financial Plan approved by the Ordinary Meeting of the General Assembly. The Budget and Financial Plan shall reflect the estimated income and costs and shall be calculated in Euros.
- (4) The Treasurer shall ensure that expenses and financial commitments entered into by the Association are in conformity with the provisions of the approved Budget and Financial Plan.
- (5) Any expenditure in excess of the agreed annual Budget and Financial Plan, or for a period extending beyond that set out in the agreed Budget or Financial Plan, must be approved by the General Assembly.
- (6) As a safeguard against expenses arising from unexpected developments or events, the Association may also have a reserve fund at its disposal. The amount to be held in the reserve fund shall be decided by the Ordinary Meeting of the General Assembly.
- (7) The Association shall keep its accounts in accordance with Belgian regulations. To the extent permitted by the law, the Association shall restrict its accounting to the accounts standards required by the European Commission funded project. In any event, should the respective annual expenditure of the Association exceed 75,000.00 Euros, excluding any expenditure related to European Commission



funded project, the Annual Report and the Annual Accounts of the Association shall be audited by an independent, external auditor at the cost of the Association.

## ***Chapter VII – Changing these Internal Regulations***

### **Article 15 – Procedure for changes to the Internal Regulations**

- (1) These Internal Regulations can be amended at any time by decision of the General Assembly in accordance with Article 13.9 of the Statutes.
- (2) Any regulations which contradicts or violates the Statutes shall be invalid and of no effect.
- (3) In the event that any Internal Regulation of the Association is found by any court or other authority of competent jurisdiction to be invalid, unlawful or illegal for any reason, that regulations shall apply with the minimum modification necessary to make it valid, lawful or legal and the General Assembly shall adopt such modified regulations(s) in a new version of these Internal Regulations, which should be prepared as soon as reasonably practicable. In the event that an Internal Regulation cannot be modified to be valid, lawful, or legal, that Internal Regulation shall be of no effect.
- (4) New versions of these Internal Regulations shall be provided to Members of the Association as soon as reasonably practicable after their adoption by the General Assembly. New versions shall come into effect 30 days after their adoption.

## ***Chapter VIII – Miscellaneous***

### **Article 16 – Language**

The working language of the Association shall be English. The language of the Association for Belgian legal purposes shall be French.

### **Article 17 – Qualification of the Treasurer**

Candidates for election as Treasurer of the Association must meet the following criteria:

- The candidate should be employed by a Member of the Association
- It is desirable but not essential that the candidate hold a recognised accounting or finance qualification (for example, ACCA or ACMA)
- The candidate must not be an undischarged bankrupt, or have been discharged from bankruptcy within the six years prior to his or her proposal as a candidate.

### **Article 18 – Notification of officers' intentions as to re-election**

Any person holding an office or appointment within the Association should, when approaching the end of his or her term of appointment and eligible for re-election, inform the Executive Board as to whether he or she plans to stand for re-election at least three months before his or her term comes to an end.

### **Article 19 – Withdrawal**

Notwithstanding Article 9.2(2) of the Statutes, in accordance with the Belgian Late Payment Law, any monies owed to the Association that have not been paid within 30 days of becoming due shall be charged at 8 percentage points on top of the interest rate applied by the European Central Bank to its most recent main refinancing operation, rounded up to the higher half percentage point.

## ***Chapter IX – Annexes***

### **Annex I – Declaration of Confidentiality**

## ***Annex I – Declaration of Confidentiality***

### **DECLARATION OF CONFIDENTIALITY**

This Declaration (hereinafter "this Agreement") is executed by

[name]

Hereinafter referred to as "the RECEIVING PARTY"

#### **PREAMBLE**

WHEREAS within the EUFAR AISBL, the Receiving Party as a party with broad scientific background and experience, is invited to attend meetings of the [Insert Strategic Advisory Committee / General Assembly / Executive Board] with the role of an advisor;

WHEREAS the EUFAR AISBL and the members of EUFAR wish to protect the Information (as defined hereinafter) that will be disclosed to the RECEIVING PARTY in accordance with the terms and conditions set forth hereunder.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the RECEIVING PARTY agrees as follows:

#### **Article 1 - Definitions**

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meaning as stated hereunder:

- 1.1. "Information" shall mean any and all information of a confidential nature (however recorded, preserved or disclosed) disclosed by a DISCLOSING PARTY or its Representatives to the RECEIVING PARTY / RECEIVING PARTIES or its Representatives including but not limited to
- a) proprietary, technical, developmental, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record-bearing media containing or disclosing such information and techniques; and
  - b) the results of the activities of the EUFAR AISBL ("Foreground"); and
  - c) any information or analysis derived from the Information,

but not including any Information that:

- (i) at the time of disclosure to the RECEIVING PARTY, is known publicly;
- (ii) after disclosure to the RECEIVING PARTY, is published or becomes known publicly through no fault of the RECEIVING PARTY;
- (iii) prior to the time of disclosure to the RECEIVING PARTY, is known to the RECEIVING PARTY, as evidenced by its written records;
- (iv) was developed by the RECEIVING PARTY independently and without use of the Information received from the DISCLOSING PARTY as evidenced by its written records;
- (v) was rightfully received from a third party authorised to disclose the same and without any confidential limitation;
- (vi) is required to be disclosed in compliance with applicable laws or regulations or by order of a court or other regulatory body of competent jurisdiction provided that the RECEIVING PARTY provides reasonable prior notice to allow the DISCLOSING PARTY an opportunity to obtain a protective order or other appropriate remedy and provided further that, in any case, the RECEIVING PARTY discloses only that portion of the DISCLOSING PARTY'S Information as legally required and take all appropriate measures so as to ensure the confidential treatment of the DISCLOSING PARTY'S Information so disclosed.

- 1.2. "DISCLOSING PARTY" shall mean any Member of the EUFAR AISBL or EUFAR itself.
- 1.3. "Purpose" shall mean to provide advice to the EUFAR AISBL or its members on [Insert: purpose] aspects in the frame of the EUFAR AISBL.
- 1.4. "Representatives" shall mean employees, contractors, subcontractors, consultants, officers and directors of a PARTY.

#### **Article 2 – Restricted Use of the Information**

- 2.1. The RECEIVING PARTY shall keep the DISCLOSING PARTY's Information confidential and, except with the prior written consent of the DISCLOSING PARTY, shall not and shall procure that its Representatives shall not:
  - (i) use or exploit, directly or indirectly, the Information in any way except for the Purpose;
  - (ii) disclose or make available the Information in whole or in part to any third party except as expressly permitted in this Agreement
  - (iii) use the received Information in preparing or prosecuting any patent application or in preparing or designing patent claims; or
  - (iv) copy, reduce to writing or otherwise record the Information except as strictly necessary for the Purpose.
- 2.2. The RECEIVING PARTY agrees to treat the Information which it receives at least as it would its own proprietary information to prevent the unauthorized disclosure to any third party of the Information which it receives hereunder. The Standard of care shall be no less than reasonable care. The RECEIVING PARTY may disclose Information strictly only to those of its own Representatives who have a need to know such Information for the Purpose; provided, however, that each such Representative to whom the Information is disclosed is advised of the existence of this Agreement and the RECEIVING PARTY's obligations hereunder, and is obligated under at least the same restrictions with respect to the use of the Information as set forth herein.

#### **Article 3 – Ownership and warranty**

- 3.1. The ownership of and/or intellectual property rights in the Information remains with the DISCLOSING PARTY. Nothing in this Agreement shall be deemed, by implication or otherwise, to convey to the RECEIVING PARTY any license or other rights under any patents, patent applications, copyrights, trademarks, trade secrets, inventions or any other intellectual property owned by the DISCLOSING PARTY, nor shall this Agreement be deemed a commitment of any kind by either PARTY to enter into any further agreement with the other.
- 3.2. The Information is provided on an "AS IS" basis without any warranty whatsoever, expressed, implied or otherwise, including but not limited to any warranties regarding (i) the accuracy, completeness or usefulness of any information and (ii) non-infringement of third parties' intellectual property rights. The use of the Information is at the RECEIVING PARTY'S own risk.

#### **Article 4 – Term and termination of this Agreement**

- 4.1. The terms of this Agreement shall apply to all Information whether received prior to the date of this Agreement or subsequently, and shall survive until: the DISCLOSING PARTY notifies the RECEIVING PARTY in writing that such confidential Information is no longer confidential; or failing the above, for the duration of this Agreement which ends 3 (three) years after signature. The obligations resulting from this Agreement before its expiry or termination shall regardless of the reason remain valid for each of the Parties even after the end of the Agreement for another period of 5 (five) years.

#### **Article 5 – Governing law and dispute settlement**

This Agreement shall be construed and the relationship between the PARTIES determined in accordance with the laws of Belgium (without regard to the conflicts of laws principles). All disputes arising out or in connection with this Agreement that cannot be settled amicably shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by 1 arbitrator appointed in accordance with said Rules. The place of jurisdiction shall be exclusively Brussels (Belgium). The award of arbitration shall be final and binding upon the PARTIES. Each PARTY acknowledges that in the event of a breach of this Agreement a PARTY'S remedies at law may be inadequate and

accordingly each PARTY agrees that in the event of a breach of this Agreement it shall have the right to injunctive relief or other appropriate remedies before any competent court to restrain the other PARTY from breaching this Agreement

**Article 6 – Final provisions**

- 6.1. Any modifications of or additions to this Agreement shall be in writing and executed by the PARTIES.
- 6.2. If any provision of this Agreement should be held to be void or unenforceable, in whole or in part, such provision or part thereof shall be treated as severable, leaving valid the remainder of this Agreement and such remaining provision shall be modified so as to be enforceable to the fullest extent allowed by law and shall be replaced by a provision that comes as close as possible in terms of economical and legal effect to the replaced provision.
- 6.3. This Agreement contains the entire understanding concerning the subject matter hereof, and supersedes all prior discussions, understandings, agreements and representations whether oral or written and whether or not executed by the PARTIES.

IN WITNESS WHEREOF, the PARTIES intending to be legally bound have caused this Agreement to be executed by their duly authorised representatives as of the Effective Date.

For [Insert],

Name: [Insert]

Title: [Insert]

Date: [Insert]

DLR, STEFANIE HOLZWARTH

NATO, STÉPHAN KROKOL

MET OFFICE, PHILIP R.A. BROWN

ONERA, Bernard ROSIER

Météo-France Philippe Bougault

CNRS, Gerard Ancellet

Czech Globe - VV62 Jan Hanus

UW, Hanna Pawlowska