

Statutes of the

***SUBMARINER***

***Network for***

***Blue Growth***

***EEIG***

The members set up a European Economic Interest Grouping (EEIG) according to EC Regulation 2137/85.

## **§1 Name and Seat of the EEIG**

The name of the EEIG is “SUBMARINER Network for Blue Growth EEIG” with the seat in Berlin, Germany.

## **§ 2 Object**

2.1. The objective of the EEIG is to create a permanent SUBMARINER Network for Blue Growth with a coordinating institution covering the whole Baltic Sea Region, for a continuous implementation of the SUBMARINER Network Action Plan as laid out in the SUBMARINER Roadmap, after closure of the BSR Programme co-financed SUBMARINER project in December 2013. In the framework of the SUBMARINER Network, the various agents shall also in the future be assisted to cooperate with each other in suitable initiatives which may be (co-)financed through relevant national as well as transnational funding programmes.

The SUBMARINER Roadmap (published in Sept 2013) shall serve as a reference document for the initiatives to be supported and undertaken by the SUBMARINER Network for Blue Growth. It is, however, to be understood as a living document that can change as needs evolve.

2.2. The objectives are in particular to:

- create a series of interest groupings along the Strategic Action Fields defined in the SUBMARINER Roadmap to be coordinated by the respective nominated Network coordinators with the purpose of informing each other, identifying, initiating and jointly undertaking relevant measures on regional, national, transnational and – where appropriate – also European level;
- continuously identify, screen and analyse funding options via contacts with relevant funding and financing institutions in order to generate funding for relevant measures;
- continuously inform decision makers in the field of marine biotechnology, marine aquaculture and innovative marine technologies in the Baltic Sea Region in particular and in Europe in general about the creation of the SUBMARINER Network for Blue Growth as a flagship project of the EU Strategy for the Baltic Sea Region (EUSBSR) and its Network Action Plan;
- inform and promote available results of the SUBMARINER project as well as future activities within the SUBMARINER Network for Blue Growth to all relevant stakeholders of the EUSBSR, and continuously fine-tune related activities with the Network partners around the Baltic Sea;

- continuously identify and attract new actors and stakeholders to join relevant SUBMARINER Network activities esp. within the various Strategic Action Fields and respective projects;
- Seek and strengthen cooperation with other networks and organisations in related fields (e.g. project partnerships of related projects, relevant regional (maritime) cluster organisations; transnational organisations in the BSR, EUSBSR coordinators) as well as European, international and other national public institutions, private and non-governmental organizations, associations, federations as well as local and regional public authorities.

2.3. Object of the EEIG is also the international exchange of information and experience; the organization or workshops, seminars, conferences and other events with internal or external objectives; the compilation, editing and publishing of publications of all kinds as well as advertisement for this and relevant distribution of all kind.

2.4. Object of the EEIG is also the European-wide cooperation of its members with regard to joint outsourcing, common purchases and procurement in such areas like common tasks in internal and external communication, marketing and sales, professional training, human resources management as well as consulting, advisory services, project development and management. In this context, the EEIG can charge any party on behalf of the members or thirds by own invoices in the name and for those concerned; the members or thirds can have their operating costs settled via the EEIG as well.

2.5. The EEIG may establish and maintain contractual relations with other enterprises and organizations. It can furthermore open non-independent project offices and / or information offices.

2.6. The EEIG may become a project partner, meaning it can be directly involved in application, administration and implementation of project activities. The members decide on the conditions of the EEIG's involvement in project partnerships.

2.7. The EEIG can also administrate and apply for intellectual property (copyrights, patents, brands, licences etc.) in its own name, for its members or for third parties. The members decide on the exploitation of all relevant acquired rights.

2.8. The EEIG is not oriented to commercial profits.

### **§ 3 Financial Year, Start of Activities, Term of Validity**

3.1. The financial year corresponds to the calendar year.

3.2. The activities of the EEIG will start on 1<sup>st</sup> April 2014.

3.3. The EEIG has been formed sine die, with unlimited duration.

## § 4 Members

4.1. Institutions, associations, public bodies, natural or legal persons from the European Economic Area Member States can become members of the EEIG, if they are dedicated to the objectives mentioned in the object of the EEIG. New members can be admitted only by unanimous vote of the existing members within the EEIG; the members however commit themselves to a generous, open policy in the sense of European cooperation. They will not abuse any right to veto new memberships. Members can be admitted on probation for a period to be defined which must, however, not exceed two years; in this phase they have all rights and duties as all other members. Details shall be ruled in a members' decision.

4.2. The founding members of the EEIG retain in all legally possible cases a right to veto against all decisions of the Members' Assembly. This will be valid in particular with all decisions, which imply financial consequences for the members and require an unanimous position of the founding members.

## § 5 Termination of Membership

5.1. The members can terminate their membership in the EEIG with a six months' notice period before the end of the year by a declaration to the Managing Director, at the earliest for 31<sup>st</sup> December 2014.

A declaration about the termination of membership does not require to be formally accepted by the Members' Assembly. Membership finishes also with the death of natural persons and the dissolution of legal persons, if the succession or the legal succession is not determined and a succession of membership has not been approved unanimously by a Members' Assembly continuation decision.

5.2. In case of termination of membership for which reason whatsoever, membership fees, which are due or have been paid for the current year are not refunded.

5.3. Members can be expelled if they induce serious damages to the EEIG, or for important or confidence reasons. This requires, after an audition of the concerned member, a unanimous vote of the Members' Assembly, in which vote the concerned member cannot take part. Reasons for exclusion can be serious infractions of duties with negative consequences for the work of the grouping. Exclusion can be undertaken if a member e.g.

- has seriously violated the rules of these statutes, or
- has brought heavy damage for the reputation and the interests of the grouping, or
- has been sentenced finally for an offense in context with his activity for the EEIG, or
- has been repeatedly and in a substantial manner within the grouping the reason of disturbing peaceful cooperation, or
- comes in default with his membership dues or other obligations, despite reminders and without acceptable reasons,
- refuses sustainably to cooperate with the Board.

Members may also be suspended from membership in the EEIG for a defined time, if there are indications that this will be sufficient.

5.4. If a member is going to become insolvent, this question will be dealt with by a rapidly convoked Board meeting or a Members' Assembly. This does not mean as a consequence the end of membership, but the objective of possibly avoiding the insolvency.

5.5. In case of a termination of membership for what reason so ever there is no possible goodwill value for the member concerned, neither in the cases of a final division or liquidation. Exceptions of this rule must be decided unanimously by the members' assembly of the remaining members.

5.6 The membership can be transferred only with the agreement of all other members. Also in the case of a legal succession of a membership the Members' Assembly has to agree unanimously.

## **§ 6 Activities of Associated Members**

6.1. The EEIG can accept associated members who may be resident within the EU and the EFTA countries of the EEA as well as in third countries, upon an unanimous vote of its members. These associated members, however, do not have a vote in the Members' Assembly, if not decided otherwise in the framework of the laws or another agreement.

6.2. They are not responsible to third parties for the obligations of the EEIG.

6.3. Associated Members shall be integrated as far as possible according to the principle of non-discrimination.

## **§ 7 Organic Structures and Other Bodies**

7.1. The organic structure of the grouping consists of the Members' Assembly, the Executive Board and the Managing Director. The Executive Board will be proposed by the Members' Assembly and has to be approved unanimously by the members. The Board has to be elected every three (3) years.

7.2. The Members' Assembly can decide with simple majority on the establishment of other organic institutions within the EEIG (such as a supervisory board, advisory boards, scientific boards, project groups, working groups, interest groupings etc.) as well as their composition, competences, tasks etc.

## **§ 8 Financing and Membership Fees**

8.1. Members refrain from fixing any equity for the EEIG at the moment of foundation of the grouping, but can later decide this unanimously.

8.2. It is the general objective of the EEIG's management to avoid any deficit.

8.3. The Members' Assembly can determine a yearly membership fee as well as any other cost-covering contributions. Later arriving new members can be asked to pay an entrance fee.

8.4. If the revenues to cover current costs of the EEIG are not sufficient the members are responsible for uncovered costs in its proportions due to a Members' Assembly decision.

8.5. In case of deficits or an under-coverage after art. 8.4 the Managing Director of the EEIG shall issue an early warning at the earliest possible date, also concerning a possible or expected under-coverage.

## § 9 Members' Assembly, Decision-Making of the Members

9.1. Decisions by the members are taken, as a rule, at a Members' Assembly. The Managing Director may induce also a decision in traditional writing, by a circular letter, by telephone, VoIP/Skype or by e-mail etc. The EEIG shall meet in a Members' Assembly at least once every year, leaving it to the decision of the Board to hold it physically or virtually.

9.2. The items pending for decision (agenda) shall be announced to the members at least two weeks prior to the date of decision; the date of the meeting and the agenda shall be announced one month before, too. The members can, however, waive unanimously formal and deadline requirements.

9.3. The Managing Director is bound to bring about a decision if a third of the members ask for that in writing giving the object of the requested decision. If the Managing Director does not follow such a demand within two months, these members can induce a decision by themselves.

9.4. Each member has one vote independent from its business volume or share in common projects, if not decided otherwise by an unanimous vote of the Members' Assembly.

9.5. The decisions are prepared by the Executive Board and will be submitted to the Members' Assembly for decision.

## § 10 Objects of Decisions

10.1. The members decide by a **majority** on:

- a. the approval of the annual budget, and the approval of the annual financial accounts of the preceding year,
- b. the setting-up and further regulations of a possible administrative council or other institutions, in particular on its number of members, composition, tasks and activities,
- c. the possible election of financial auditors for the EEIG,
- d. the election of the Managing Director and approval of his activities,

- e. the regulation of distribution of profits and losses, as far as this has not be decided unanimously,
- f. the alteration of the contract of formation, as far as this has not to be decided unanimously.

10.2. The following decisions can be taken **only unanimously**, i.e. by agreement of all members:

- a. the alteration of the EEIG's objectives,
- b. the alteration of the conditions for taking decisions,
- c. trans-border transfer of the registered office of the EEIG within the European Economic Area,
- d. admission of new members,
- e. admission of associated members and specification of the content of any possible association agreements,
- f. the exclusion of members.

10.3. So far as this agreement does not specify any other solution all other decisions of the members are taken with the majority of the votes of all members. Abstentions are not taken into account.

## § 11 Proceedings in the Members' Assembly

11.1. The Members' Assembly shall be convened at the place of the registered office or another place determined by the Managing Director at least once every year. It should be held after dispatch of the draft of the annual accounts.

11.2. The Members' Assembly shall decide on the assessment of the annual accounts and in this context on the discharge of the Managing Director.

11.3. The Members' Assemblies are chaired by a member of the Executive Board or the Managing Director.

11.4. Members' Assemblies can vote also for another chairperson at the beginning or at any time of their meeting.

11.5. The Members' Assembly has a quorum if it represents 2/3 of all members' votes. In case of the absence of one of the members, the voting right can be transferred by a written power of attorney to another member.

11.6. The Managing Director provides minutes of the Members' Assemblies as well as on all decisions taken by the members during the Members' Assemblies. The minutes are subject to agreement of the Board. They shall be signed by the Managing Director and shall be transmitted immediately to the members.

11.7. Members can vote indirectly in a Members' Assembly by expressing themselves in writing on the basis of the agenda and the motions – expression by e-mail is sufficient – which have to be deposited with the Managing Director(s). In the minutes, these votes have to be mentioned separately.

## **§ 12 Managing Director and Executive Board**

12.1. The EEIG has one or several Managing Directors. They have in any case the power of sole legal representation.

12.2. The Managing Director will be proposed at the EEIG's constitution by the Members' Assembly, otherwise by the Board; this has to be confirmed by the Members' Assembly which has also to decide upon the number of Managing Directors.

12.3. The mandate of a Managing Director lasts three (3) years; it can be renewed.

12.4. The EEIG is governed by an Executive Board elected by the members at an annual Members' Assembly. The Executive Board shall consist of a President, the Managing Director, and up to seven further members. All posts are elected for three (3) years and are honorary except for the Managing Director. Changes in the number or the functions of the Executive Board members can be decided by the Members' Assembly.

12.5. The Executive Board is empowered to act at its own discretion in dealing with business of the EEIG between one Members' Assembly and the next.

## **§ 13 Dispensation from the prohibition of concluding contracts with oneself according to § 181 German Civil Code (BGB) as well as to other legal systems**

If German civil law can be applied on their activities, the Managing Director and all other possible legal representatives are dispensed from the restrictions of § 181 BGB (German Civil Code) to conclude contracts with themselves, as well as all other members who are legal representatives of the EEIG and are concerned by a likewise regulation. The same applies for similar provisions of other legislations which are valid for the EEIG.

## **§ 14 Internal Restrictions to the Activities of the Managing Director**

The Members' Assembly can determine limits of financial obligations committed by the Managing Director. If these limits are exceeded, a Members' Assembly decision has to be taken. Basically the Managing Director has to respect the budget.



## **§ 15 Annual Balance Sheets**

15.1. The management is obligated to draw up the annual accounts within six months after the end of the financial year.

15.2. The members decide on the assessment of the annual accounts during a regular Members' Assembly.

## **§ 16 Allotment of Profits and Losses**

16.1. The profits and losses of the EEIG are distributed according to EC Regulation 2137/85, if not decided otherwise by the Members' Assembly.

16.2. The EEIG forms annual reserves for running business and ongoing or intended projects.

## **§ 17 Winding-up or Liquidation**

17.1. A dissolution or liquidation of the EEIG is decided by the Member's Assembly with a three quarter majority.

17.2. A possible liquidation of the EEIG will be carried out by the Managing Director. If this should not be possible the liquidator will be appointed by a majority of the Members' Assembly.

17.3. Tangible assets, which have been let at the free disposal for use of the EEIG within the liability to pay a contribution shall be granted back to the respective members in case of a liquidation or dissolution.

## **§ 18 Languages**

18.1. The official language of the grouping towards authorities of the country of registration will be the country's official EU language.

18.2. The official language of the grouping in all other internal declarations, minutes or other documents by members and possible other bodies, e.g. the Members' Assembly, shall be English. If another official EU language would be considered to be necessary, this can be decided at any time with a majority of the Members' Assembly.

18.3. In case of a difference between the English text of these Statutes on the one hand and the German sub-text or any other translation of the English or German text on the other hand, the German text shall be considered to be the relevant text.

## **§ 19 Mediation and Arbitrage Agreement**

19.1. In the case of an important difference of opinions on the interpretation of this agreement the members are first called to try mediation.

19.2. Disputes which cannot be resolved by mediation in the context of these Statutes including disputes on whether these Statutes persist or the dissolution of the grouping will be decided by an arbitration court. This arbitration court meets at the seat of the EEIG if not determined otherwise. The procedures are determinate in a separate arbitration agreement, which has to be adopted unanimously.

## **§ 20 Salutory Clause**

If one regulation of these statutes should be or become invalid, the other statutes remain completely valid. The members commit themselves to replace the invalid regulation by an effective regulation that comes as close as possible to the invalid regulation, in the sense of the originally wanted business orientation.

## **§ 21 Amendments or Additions to this Founding Agreement**

Amendments or additions to this agreement must be drawn up in writing. They are invalid if they do not meet this requirement. This applies as well for an agreement waiving the requirement of written form.