

## ULIXES E.E.I.G. **Statutes**

---

### **Article 1**

#### **Head Office**

An EEIG, named Ulixes European Union Training and Research EEIG to be formed with head office in Reggio Emilia, Italy, address: 6 via Guittone d'Arezzo consisting of organisations, companies and consultants.

### **Article 2**

#### **Aims**

The EEIG will be non-profit making and will exist only to facilitate and develop the economic activities of its Members to enable them to achieve their aims.

It will play an auxiliary role in that its own activities will be directed towards promoting the activities of its Members and will be not be a substitute for these.

The EEIG will:

1. promote the development of training programmes undertaken in collaboration with two or more Member states of the EC;
2. undertake the analysis of the training needs of staff in industry and commerce with a view to identifying the correct routes for the acquisition of European training qualifications;
3. co-ordinate the activities of its Members to enable them to compete for EC financed programmes in training, research, technical assistance and services to industry and commerce;
4. develop training packages for management and technical staff which for their realisation require transnational collaboration;
5. co-ordinate the activities of Members to enable them to respond to requests for training in one country which would require intervention in other countries other than those from which the request originated, allowing it to be brought to a satisfactory outcome.

### **Article 3**

#### **Duration**

ULIXES European Union Training and Research EEIG is indefinitely established.  
Nevertheless the EEIG can be dissolved at any moment as indicated in Article 22.

### **Article 4**

#### **Obligations of the Members**

The Members, so long as they remain in the EEIG undertake:

- a. to subject themselves to monitoring by the organs of the EEIG, appointed by the Membership in order to ensure that obligations undertaken are satisfactorily carried out and to make available all data and facts requested of them;
- b. to make contributions as required to the EEIG and to pay penalties as required in this contract or by internal rulings, and to reimburse the expenses of the EEIG authorised by the Members as well as to indemnify the EEIG for damages or losses incurred by it because of their negligence;
- c. to observe the contract, internal rules and decisions and to prosecute the interests of the EEIG.

## **Article 5**

### **Number of Members**

There is no limit to the number of Members; Members can be admitted whether companies, organisations or natural persons providing that they are active in training, research and development or technical assistance.

No company, organisation or individual can be admitted to the EEIG if it/he/she is engaged in bankruptcy proceedings or has been declared bankrupt even if rehabilitated, or is disqualified or disabled in law.

Requests for admission to the EEIG must be made in writing to the Members and must declare therein that the terms and conditions for Membership as stated in the contract and internal rulings and decisions of the EEIG are fully understood and acceptable in their entirety.

Such a request must include the title of the company, organisation or individual and its/his/her legal standing, its/his/her activities, legal address from where such activities are undertaken.

A request for Membership will be considered by the Members and for it to be successful must be accepted unanimously by them.

The resolutions of the Members relating to the exclusion of Members, or in the case of a change of company, or of the new representative, must be notified to the parties concerned by registered letter, with receipt within 15 days from the date of the resolution.

Within 30 days of the date of such notification the resolutions can be contested in law.

The resolutions become operative immediately after 30 days have elapsed, but if contested in law are suspended.

## **Article 6**

### **Resignation**

Each Member can at any time resign from the EEIG, by communicating by registered letter to the Membership.

The resignation becomes operative 90 days after the date of the letter.

## **Article 7**

### **Exclusion**

The Members will consider excluding a Member who fails to meet one or more of the criteria for admission to the EEIG or becomes insolvent or has not complied with its/his/her obligations towards the EEIG or with the obligations assumed by it on behalf of the Member or who breaches the rules of the EEIG or disregards the decisions of the organs or who causes moral or material damage to the EEIG or its Members or who is no longer able to meet the expressed aims of it.

Their decision must be unanimous.

The Member whose exclusion is under consideration will not participate in the voting.

## **Article 8**

### **Responsibilities of the Members**

Members who resign, or who are excluded or who cease activity or successors of organisations or companies elected because of death or activities, illegal according to the rules of the EEIG are responsible to the EEIG or to third parties, for all the obligations assumed by the EEIG until the date of their resignation and for all expenses of a general nature incurred up to that date.

## **Article 9**

### **Publication**

The following documents will be filed in the Registrar's office subject to their not being contested by third parties:

- a. each modification of the contract, including any change in the composition of the EEIG;
- b. the setting up or closure of any subsidiary of the group;
- c. the decision of a judge verifying or stating the nullity of the EEIG, in relation to the non-observance of the EEC Regulations or of national laws which may require such a consequence;
- d. the nomination of the Manager (or Managers) or their representatives, including his/her/their legal status, name and address, the limits of their powers and in particular whether they act singly or jointly; all documents relating to the cessation or to the reconfirmation of their activities when their mandate lapses;
- e. any change in the share holding;
- f. the winding up of the EEIG by decision of the Members or the judge;
- g. the nomination of the liquidator or liquidators their substitution or cessation;
- h. the closing of the liquidation;
- i. change of address of registered office;
- j. the clause exonerating a new Member from the obligations incurred before his Membership if such has been agreed.

## **Article 10**

### **Financial contributions of the Members**

Each Member will pay a contribution at the prevailing rate to cover the expenses of the organisation, administration and management; the amount and the method of the contribution will be decided by the Members, on the basis of a budget approved by them annually.

Each Member will reimburse the EEIG for expenses incurred by it for services requested by and carried out for the Member concerned.

## **Article 11**

### **Operational organisation**

The EEIG can only engage in those activities which will enable it to meet the aims and objectives stated in Article 2 above by making use of an organisational structure specifically created to that end and taking the form of an "Executive"; which will be based at the legal address of the EEIG.

The EEIG, via its executive will undertake merely an auxiliary and co-ordinating role with regard to the activities and projects undertaken by its Members.

It does not intend to participate in programmes or in tenders directly, but will limit itself to assist and co-ordinate the participation of the Members in such activities placing at their disposal a centralised and permanent structure.

## **Article 12**

### **Use of the name "Ulixes European Union Training and Research EEIG"**

On each occasion when a Member intends to use the name "Ulixes European Union Training and Research EEIG" in order to participate in a tender or in a project, the intention must be communicated in writing to the other Members who must make a decision within 5 days from receipt of the communication.

Failure to reply will be taken as assent.

### **Article 13**

#### **The organs of the EEIG**

The organs of the EEIG will be:

1. The Membership
2. The Managers (the President and two Vice- Presidents, the senior of which will act as the Director).

### **Article 14**

#### **The Duties of the Membership**

The Membership is composed of all the Members; each Member nominates a delegate who in case of incapacity can nominate a representative.

All Members have voting rights provided they are fully paid up and have no outstanding dues owing to the EEIG.

Each Member has one vote.

The Membership, when properly constituted represents all Members, and its decisions, taken in conformity with its internal rules and the law are binding on all Members.

They elect, not necessarily from within the Members, the President, the Vice-Presidents, decide on their functioning and activities in order to achieve the objectives of the EEIG discusses and approves the report and accounts of every undertaking and resolves any arguments arising from within the law, and from the present contract within their competence.

The Membership can decide on a compensatory payment to the President for the execution of his/her functions or on a financial consideration to Members undertaking specific duties.

### **Article 15**

#### **Meetings of the Membership**

A full meeting of the Membership must be called at least once a year and has two principal tasks:

- a. to formulate a strategy for the undertaking of projects;
- b. to assess work carried out.

### **Article 16**

#### **Decision making**

AIM: to facilitate the work of the EEIG and to render its activities more opportune and effective by encouraging the participation of the Members.

On the initiative of an executive or at request of a Member, the President or Vice-Presidents must consult Members so that the Members may make a decision.

The consultation may be by letter, telex or fax. In all cases not covered by Article 17 of the EEC regulations and unless the present contract state otherwise, decisions will be taken with the attendance of, or in the case of consultations via letter, fax or telex, with replies, from at least two-thirds of the Membership with the simple majority of the voting Members.

### **Article 17**

#### **The President**

The President and the two Vice-Presidents are chosen by the Membership for 2 years in office and are eligible for re-election.

The President has the responsibility to:

- a. call and chair meetings of the Members;
- b. represent the EEIG in every respect,subject where otherwise stated in Article 18 of this statute;

- c. allocate the means to effect the decisions of the organs of the EEIG;
- d. maintain and hold all necessary documentation;
- e. check that the interests of the Group are being observed in its operations;
- f. undertake the tasks conferred on him/her by the Members.

The President can delegate his/her functions to the Vice Presidents of the EEIG.

In the case of his/her absence or of incapacity his/her functions will be carried out by the Senior Vice-President.

The President and the Vice President are empowered to affix their signature within the limits imposed by Article 18 of this statute.

## **Article 18**

### **Responsibilities of the Managers**

For normal administration the President or a Vice-President, who can also be delegated by letter, telex or fax, legally represents the EEIG.

Actions which fall outside the scope of normal administration can only be taken with the joint signatures of the President and a Vice- President.

In the case of the absence or incapacity of the President, the second Vice-President is empowered to sign.

The Managers cannot undertake actions outside the scope of ordinary administration without a previous decision of the Membership to mandate them to undertake such actions.

Actions of normal administration are those which form part of the management of the budget, approved annually by the Membership, for the functioning of the EEIG.

All other actions are to be considered outside the scope of normal administration.

The Vice-President will give adequate information to the Members regarding the expenditure of the EEIG by presenting a breakdown of expenses.

The Managers must act within the limits imposed on them and assume responsibility towards the Membership for the execution of decisions by the Membership itself and their completion.

The Managers must take out professional indemnity insurance with a reputable insurance company against administrative negligence.

## **Article 19**

### **Management of the EEIG**

The execution of the decisions of the organs of, and the management of the EEIG are entrusted to the Senior Vice-President, chosen by the Membership, who will determine his/her powers and functions.

## **Article 20**

### **Internal Rules**

For the execution and fulfilment of the contract appropriate internal rules will be drawn up and agreed by the Membership.

Inter alia, they must:

1. fix the amount of, and criteria for, penalties which may eventually be paid by the Members breaking agreements;
2. establish the method of control of the activities of the Members;
3. establish the method of payment of contributions to the EEIG;
4. establish the method of consultation with Members;
5. determine any other requirements to attain contractual objectives.

## **Article 21**

### **Financial year**

The financial year begins 1 (first) January and finishes 31 (thirsty first) December.

Exceptionally the first financial year will commence immediately following the registration of the EEIG and will finish on 31 (thirsty first) December of the same year.

The Senior Vice-President will draw up the profit and loss account and the balance sheet, submit them to the Membership for its approval, and ensure they are filed within four months from the end of the financial year.

The EEIG will keep all books and other financial documents in conformity with the law of the country where the EEIG has its registered office.

## **Article 22**

### **Liquidation**

In the event of the winding up of the EEIG the Membership will nominate one or more liquidators, and determine their powers.

Any monies outstanding after liquidation and after payment of all debts shall be shared out according to the wishes of the Members.

Any debts outstanding will be borne equally by all the Members.

## **Article 23**

### **Disputes**

Any eventual disputes between the Members, or a Member and the group, concerning the interpretation or execution of this contract shall be resolved by arbitration according to Italian law.

The arbitrating panel shall consist of three Members, one of each to be nominated by the two parties and the third who will be Chairman by the other two, or in case of disagreement by the President of the Tribunal, Reggio Emilia.

This latter will nominate the second arbitrator if a the party fails to nominate its arbitrator within 20 days of the nomination of the first arbitrator, and will also nominate the Chairman, if the first two arbitrators fail to agree on his/her nomination within 30 days of the nomination of the second arbitrator.

In case of controversy between two or more parties, the Members of the arbitration panel will be chosen by all the parties.

If the number of the arbitrators remains even, the task of nominating the missing arbitrator will be delegated to the President of the Tribunal, who will act to designate a Chairman of the arbitration panel.

## **Article 24**

### **Other regulations**

Insofar as the present contract does not cover all eventualities, the regulations contained in EC Regulation No. 2137/85, the internal rules of the EEIG and the regulations of the decree of 23/7/91 No. 240 and the Civil Code will apply.