

Association Climate-KIC

By-laws

Where any provision of these By-laws conflicts with a provision of law or a provision of the Articles of the Association, the law and the Articles shall prevail.

Any term defined in the Articles of the Association shall have the same meaning in these By-laws.

1. Partners

- 1.1 There are two forms of partnership: **Core Partners** and **Affiliate Partners**. All participants in Climate KIC who receive EIT funding will be KIC Partners ('Partners') and will fall into one of these two categories.
- 1.2 Core Partners make a larger commitment and underwrite the KIC-LE Administration Costs in accordance with the Internal Agreement and the Partner Grant Agreement.
- 1.3 Affiliate Partners make a smaller commitment and do not underwrite the KIC-LE Administration Costs.
- 1.4 All Partners agree to abide by terms of the Articles, these By-laws and Regulations adopted from time to time and accept the decisions of the Governing Board and Executive Team where those are taken within the scope of authority of the Governing Board and members of the Executive Team.
- 1.5 Rights of Partners:
 - To be involved in the Association's activities
 - To receive EIT funding
 - To receive information from the Association
 - To use the Association's brand

in accordance with these By-laws and any regulations approved by the Assembly from time to time.

1.6 Core Partners:

- 1.6.1 Core Partners contribute to the development and delivery of the strategy via the **Assembly** and **KIC Community**.
- 1.6.2 Each Core Partner is responsible for compliance with its Internal Agreement and Partner Grant Agreement.
- 1.6.3 Core Partners are collectively responsible for the governance of the Association (via the Assembly and Governing Board).
- 1.6.4 Ratification by the Assembly of the appointment of new Core Partners shall be waived for Core Partners actively involved with Climate KIC during 2010.
- 1.6.5 Conditions of being a Core Partner:
 - 1.6.5.1 Associated with at least 1 Co-location Centre or Regional Innovation and Implementation Community
 - 1.6.5.2 Enter into and remain bound by Internal Agreement and Partner Grant Agreement
 - 1.6.5.3 Compliance with Internal Agreement and Partner Grant Agreement
 - 1.6.5.4 Relevance to Climate-KIC mission and activity
 - 1.6.5.5 Explicit intention to provide an in-kind contribution of minimum value 250,000 Euro per year to KIC added value activities, which can include in-kind contributions made by subsidiaries, members or affiliates of a Core Partner
- 1.6.6 Each Core Partner shall be classified as Academic or Non-Academic on the basis of its application for membership as a Core Partner of the Association. In cases of dispute or uncertainty the Governing Board shall decide the classification of a Core Partner.

1.7 Affiliate Partners

- 1.7.1 Affiliate Partners contribute to the strategy development and delivery of Climate-KIC via the Affiliate Meeting Representatives in the **Assembly** and via the **KIC Community**.
- 1.7.2 Each Affiliate Partner is responsible for compliance with its Internal Agreement and Partner Grant Agreement.

- 1.7.3 Affiliate Partners do not have any liability for the KIC-LE Administration Costs.
- 1.7.4 Conditions of being an Affiliate Partner:
- 1.7.4.1 Associated with one 1 Co-location Centre or Regional Innovation and Implementation Community
 - 1.7.4.2 Enter into and remain bound by Internal Agreement and Partner Grant Agreement
 - 1.7.4.3 Compliance with Internal Agreement and Partner Grant Agreement
 - 1.7.4.4 Relevance to Climate-KIC mission and activity
 - 1.7.4.5 Explicit intention to provide an in-kind contribution to KIC added value activities of a minimum value as specified by the Assembly from time to time, which can include in-kind contributions made by subsidiaries, members or affiliates of the Affiliate Partner. This requirement can be waived by the Governing Board.

1.8 *Affiliate Partners Meeting*

- 1.8.1 The Affiliate Partners Meeting may take decisions:
- 1.8.1.1 in a meeting, of which at least seven days' written notice has been given to all Affiliate Partners setting out the place, date and time of the meeting and the matters to be considered. All Affiliate Partners shall be entitled to attend, speak and to cast one vote. Resolutions will be passed by a simple majority of the votes cast. The quorum for a meeting of the Affiliate Partners shall be one half of the Affiliate Partners or two Affiliate Partners, whichever number is greater. A meeting of the Affiliate Partners may be held either in person or by suitable electronic means agreed by the Affiliate Partners in which all participants may communicate with all the other participants.
 - 1.8.1.2 in writing, provided that the resolution is circulated to all Affiliate Partners and approved by a simple majority of them within 14 days of circulation.

1.9 *Affiliate Meeting Representatives*

- 1.9.1 Affiliate Meeting Representatives, who represent the Affiliate Partners Meeting at an Assembly, shall be elected for a maximum term of three years by an Affiliate Partners Meeting decision made in accordance with paragraph 1.8.1 above.
- 1.9.2 Affiliate Meeting Representatives may be re-elected once.

1.9.3 An Affiliate Meeting Representative's appointment shall be terminated by:

1.9.3.1 an Affiliate Partners Meeting decision made in accordance with paragraph 6 above to remove the Affiliate Meeting Representative if the Affiliate Meeting Representative ceases to be employed by or associated with any Affiliate Partner, or for any other reason;

1.9.3.2 death of the Affiliate Meeting Representative;

1.9.3.3 loss by the Affiliate Meeting Representative of the power to freely dispose of his property;

1.9.3.4 retirement in writing by the Affiliate Meeting Representative.

1.9.4 If an Affiliate Meeting Representative's appointment is terminated for any reason, the next Affiliate Partners Meeting shall appoint a replacement Affiliate Meeting Representative.

1.10 Exit Rights

1.10.1 Where its membership ends in the course of a financial year, a Core Partner shall not be entitled to a refund of any membership fee paid for that year and the obligations of the Core Partner under each agreement between the Core Partner and the Association for the relevant financial year shall remain in force unless the relevant agreement is terminated in accordance with its terms.

1.10.2 Where its appointment as an Affiliate Partner ends in the course of a financial year, an Affiliate Partner shall not be entitled to a refund of any contribution paid for that year and the obligations of the Affiliate Partner under each agreement between the Affiliate Partner and the Association for the relevant financial year shall remain in force unless the relevant agreement is terminated in accordance with its terms.

2. Assembly

The Assembly shall have the following rights and duties:

2.1 Approves appointment of new Core Partners

2.2 Decides appeal by an applicant Core or Affiliate Partner against the Governing

- Board's rejection of an application and decides appeal against a decision by the Governing Board to eject a KIC Partner
- 2.3 Approves establishment of new Co-location Centres or Regional Innovation and Implementation Communities
 - 2.4 Sets maximum membership fees and affiliation fees upon proposal of the Governing Board - requires 3/4 majority
 - 2.5 Appoints and can dismiss, members of the Governing Board
 - 2.6 Grants discharge to the members of the Governing Board
 - 2.7 Appoints and dismisses the statutory auditors for the Association
 - 2.8 Receives and discusses information (yearly budget, activity reports of the Association), and ratifies actions and decisions of Governing Board including re strategy and development
 - 2.9 Adopts annual accounts
 - 2.10 Approves (on proposal of the Governing Board) annual budgets
 - 2.11 Approves (on proposal of the Governing Board) overall strategy and development of the KIC
 - 2.12 Approves (on proposal of the Governing Board) yearly Business Plan/Annual Grant Agreement – requires 2/3 majority
 - 2.13 Approves Framework Partnership Agreement
 - 2.14 Approves the template of the Internal Agreement and Partner Grant Agreement proposed by the Governing Board
 - 2.15 Makes changes to the Articles – requires 3/4 majority
 - 2.16 Adopts and amends By-Laws, as proposed by the Governing Board
 - 2.17 Dissolves, merges and divides the Association – requires 3/4 majority
 - 2.18 Can alter the objects of the Association – requires unanimity

3. Governing Board

- 3.1 Any nominee for Board Member A, B and C should be an employee or member of a Core Partner who shares in KIC-LE Administration costs under the Internal Agreement and Partner Grant Agreement.
- 3.2 Notwithstanding paragraph 3.1 above, the Assembly may in exceptional circumstances resolve to appoint as a Board Member A, B or C an employee or member of a Core Partner who does not share in KIC-LE Administration Costs.
- 3.3 The Assembly shall, in the exercise of its powers under Article 15.1.e, remove a Board Member following receipt by the Association from the body or bodies specified below for that class of Board Member of written notice requesting the removal of that Board Member:

Class of Board Member	Person giving written notice
A or B	Co-Location Centre that nominated the Board Member
C	Regional Innovation and Implementation Community that nominated the Board Member
A, B, C	the Core Partner of which the Board Member is an employee or member

3.4 The Governing Board shall have the following rights and duties:

- 3.4.1 decides on accession of new Partners (subject to prior approval by the Assembly for Core Partners)
- 3.4.2 terminates Partnership of defaulting Partners (subject to appeal to Assembly)
- 3.4.3 grants KIC Supporter status to applicants for KIC Supporter
- 3.4.4 appoint (on the nomination of the Co-location Centres or Regional Innovation and Implementation Communities in case of CLC Directors and RIC Co-ordinator) and dismiss the CEO, CFO and other members of the Executive Team
- 3.4.5 approve appointment of, and can dismiss, CLC Directors and RIC Co-ordinator as members of the Executive Team
- 3.4.6 proposes changes to membership fees and affiliation fees to the Assembly
- 3.4.7 approves the allocation of EIT funding to KIC Activities of the Association and Partners in accordance with the eligibility criteria for funding set out in the By-Laws and in accordance with the terms and conditions of the FPA and GA and the Business Plan, as valid from time to time
- 3.4.8 authorised to enter into agreements on behalf of the Association, in accordance with the By-laws
- 3.4.9 reviews and (if appropriate) amends annual budget, Business Plan and GA developed by the Executive Team, and submits for approval by Assembly
- 3.4.10 prepares annual accounts for submission to accountant and Assembly
- 3.4.11 decides overall strategy of the Association (subject to annual approval and direction of Assembly)
- 3.4.12 establishes policies of the Association in order to support and give shape to the objectives of the Association and set future priorities and adopt pro-active plans
- 3.4.13 oversees management by the Executive Team and monitors progress of Association's activities (on basis of regular reports)

- 3.4.14 can establish and decide composition of committees including IP Board and advisory boards, whose tasks and powers will be regulated by By-Laws or Regulations
 - 3.4.15 reports to Assembly
 - 3.4.16 manages the assets of the Association
 - 3.4.17 proposes By-Laws and changes to the By-Laws for resolution by the Assembly
 - 3.4.18 decides upon the change of the seat of the Association
 - 3.4.19 decides upon the opening of offices for the Association, besides the seat of the Association, in Holland or any other member state of the European Union.
 - 3.4.20 creates and amends Regulations of the Association. Where specified in the relevant Regulation or by the Assembly, Regulations may require Assembly approval. The Governing Board may authorise a committee to create or amend Regulations.
- 3.5 The Governing Board may ask any person, including representatives of the EIT and a representative or representatives of the Affiliate Partners Meeting, to attend a Governing Board meeting on a non-voting basis.
- 3.6 The chairman of the Governing Board shall represent the Governing Board in dealings with the CEO and the Executive Team.

4 Executive Team

4.1 Composition

- 4.1.1 Composed of individuals
- 4.1.2 Comprises CEO, CFO, other central management executives, the Directors of the CLCs and the RIC Coordinator
- 4.1.3 The Governing Board shall appoint all members of the Executive Team, in accordance with nominations received from the Co-location Centres or Regional Innovation and Implementation Communities with respect to the Directors of the CLCs and the RIC Coordinator
- 4.1.4 All members can be removed by the Governing Board resolution
- 4.1.5 Executive Team is led by CEO

4.2 Rights and duties

The Executive Team operates under the responsibility of, and with powers delegated by, the Governing Board. It has the following rights and duties:

- 4.2.1 Responsibility for day-to-day Association management activities, e.g. implement Business Plan and strategy of the Association
- 4.2.2 Draw up yearly strategy, Business Plan, budget, GA, annual accounts to submit to the Governing Board
- 4.2.3 CEO/Executive Team can be delegated authority by the Governing Board to commit the Association (and thereby all Partners) to the Business Plan and to enter into agreements on behalf of the Association, in accordance with the Articles and By-laws
- 4.2.4 Report to the Governing Board via CEO
- 4.2.5 Advise the Governing Board and CEO in the performance of their tasks.
- 4.2.6 The CLC Directors and RIC Coordinator shall assist the Governing Board and the CEO in implementing decisions of the bodies of the Association to the extent required by such decisions in accordance with the agreements between the Association and the respective Co-location Centres or Regional Innovation and Implementation Communities.

5 CEO

The CEO shall have the following rights and duties:

- 5.1 Represents the Association for daily management
- 5.2 Leads the Executive Team.
- 5.3 Ensures that the obligations of the Association towards the EIT are met.
- 5.4 Coordinating role between the Governing Board and the Core Partners and the other bodies of the Association.
- 5.5 Responsible for preparing and proposing to the Governing Board the draft annual Business Plan and Grant Agreement.
- 5.6 Responsible for preparing, updating and proposing to the Governing Board the allocation of EIT funding to KIC Activities of the Association and Partners in accordance with the eligibility criteria set out in the By-Laws and in accordance with the terms and conditions of the FPA and Grant Agreement, as valid from time to time
- 5.7 Primary contact person on behalf of the Association towards the EIT and third parties within the framework of the daily management, in due consideration of decisions of the Governing Board and Assembly and the provisions of the By-Laws

- 5.8 Reports to the Governing Board at least every two months regarding the expenses and activities of the Association
- 5.9 Keeps and maintains up to date information regarding the Association, consisting of a list of the Core Partners, Affiliate Partners, KIC Supporters, and members of Co-location Centres or Regional Innovation and Implementation Communities.
- 5.10 The relationship between the CEO and the chair of the Governing Board shall be as set out in the job description of the CEO and the chair of the Governing Board from time to time

6. KIC Community and KIC Supporters

- 6.1 The KIC Community comprises all Affiliate Partners, Core Partners and KIC Supporters. It shall meet at least once a year.
- 6.2 KIC Supporters are not KIC Partners as they have not signed an Internal Agreement. KIC Supporters cannot receive EIT funding. They do not have a right to vote at either the Assembly or KIC Community meetings, and are not required to subscribe to the By-Laws except as determined by the Governing Board. They include the 'other organisations' with whom Climate KIC expects to interact (see Article 7(2)(g) of the EIT Regulation 294/2008).
- 6.3 Persons are granted KIC Supporter status by resolution of the Governing Board.
- 6.4 A KIC Supporter ceases to be a KIC Supporter if the status of KIC Supporter is removed by the Governing Board or the KIC Supporter is appointed as an Affiliate Partner or a Core Partner in accordance with the procedure and criteria for appointment of Affiliate Partners/Core Partners.
- 6.5 KIC Supporters shall have the following rights:
 - 6.5.1 To be involved in KIC activities
 - 6.5.2 To receive information from the Association
 - 6.5.3 To use the KIC brand on terms approved by the Governing Board