



ACCESS.SPACE



# Terms & Conditions of Membership

Version 1.0

12 January 2021

## 1 Preamble

- 1.1 Whereby a company, person, or organisation wants to enter into a relationship with the ACCESS SPACE ALLIANCE (see also [www.access.space](http://www.access.space)), this document provides with the terms of such a relationship.
- 1.2 This document provides with the conditions under which the parties in paragraph 1.1 enter into and constitute the entire agreement between themselves. This also supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.

## 2 Definitions

- 2.1 **Company:** is the ACCESS SPACE Alliance Ltd, a company limited by guarantee (in the sense of Section 112 of the U.K. Companies Act 2006) without share capital registered under company number 11882078 having its registered office at 27 Queen Walk, London, W5 1TP, U.K..
- 2.2 **Alliance:** is the ACCES SPACE ALLIANCE, from a perspective of its activities and constituent parts.

ACCESS.SPACE ALLIANCE Ltd

Registered office:  
27 Queen Walk  
London  
W5 1TP  
United Kingdom

Registered in England as private company limited by  
guarantee without share capital  
Company number: 11882078  
Directors: Elisabeth Bonnardel-Azzarelli,  
Dr. Antonio Azzarelli, Christian Frhr. von der Ropp

[WWW.ACCESS.SPACE](http://WWW.ACCESS.SPACE)

[info@access.space](mailto:info@access.space)  
+44 7540 669181

- 2.3 **Stakeholder of the space sector** (“Stakeholder”): meaning any individual or legal entity, institution, university, agency, international organisation, with an interest in the space sector or the related eco-system (including new space, small satellite, launchers).
- 2.4 **Stakeholder Member of the Alliance** (“SMOA”): meaning stakeholders entering into a contractual agreement under these Terms and Conditions. Stakeholders members of the Alliance are not members of the Company in the sense of Section 112 of the Companies Act 2006 and so do not act as guarantors of the Company's liabilities.
- 2.5 **Directors** are the directors of the Company.
- 2.6 **Board**: is the governing body of the Company formed by the Directors.
- 2.7 **Council** is the advising body of the Board, which overlooks at the activities of the Alliance.
- 2.8 **Councillors** the individuals that are part of the Council.
- 2.9 **Committees** are working groups to be established by the Council in which SMOAs can work on matters of the small satellite sector including policy, regulatory matters technology and standards.

### 3 The SMOA Membership Application

- 3.1 A company, or organization, or any other entity, who has an interest in the space sector, that wishes to apply as an SMOA member, it can do so by logging in the following link (link here), or by downloading the application found on [www.access.space](http://www.access.space) and submit it online or print it and email it to [info@access.space](mailto:info@access.space).
- 3.2 The different membership types are found here (Annex 1). If the applicant has any questions these can be directed to [info@access.space](mailto:info@access.space).
- 3.3 When the applicant submits an SMOA membership application to the Alliance, the Board or the Directors will review the application. The applicant will be notified of the success or not of the application.
- 3.4 At the approval date the Term of Membership starts.
- 3.5 When the application is successful, the applicant has 30 days to pay the fees related to the membership chosen. If the payment is not received within these 30 days then the membership is cancelled.
- 3.6 An applicant cannot represent, or file an application on behalf of, any another stakeholder, even if such entities are related.
- 3.7 The Benefits of the SMOA members are described in the following document Annex 1 . The Board, or the Directors reserve the right to change these at any time.

### 4 Agreement to these Terms

- 4.1 When applying for membership as SMOA, the applicant confirms that it has read and agrees to be bound by these terms and conditions (“Terms and Conditions”).

- 4.2 Upon membership being accepted, the SMOA will be provided with its own copy of the Terms and Conditions and they should be retained for future reference.
- 4.3 The Board reserves the rights to change the Terms and Conditions and its Annexes at any time. The Board, and ultimately the Directors, are the sole entities responsible for proposing and making changes to the Terms and Conditions.
- 4.4 This document and its Annexes are binding to the Alliance and its members, and take precedent (in case of discrepancies) over any other Alliance document which may be placed on the Alliance website or other.

## 5 Structure

- 5.1 The Company's organizational structure is formed by its Board, a Council formed by SMOAs and the Directors, the Committees and the membership formed by SMOAs; i.e.:

- 5.1.1 **Board:** this is formed solely by the Company Directors.

- 5.1.2 **Council:** this is formed by a given number of Councillors (elected from the SMOA membership) and the Directors.. The Council is governed by the By Laws.

- 5.1.3 **Committees:**

- i. The Committees and Sub-committees are the organs that execute the activities of the Alliance.
    - ii. The Council is responsible for regulating and managing the Committees and , upon the needs of the SMAOs or other initiative, can establish and/or dissolve the Committees.
    - iii. The Committee structure shall be governed by the Board and the Council, who in their sole discretion can make any change from time to time as necessary.
    - iv. Any document approved by a Committee must be counter approved by the Council.

- 5.2 The Board of Directors:

- 5.2.1 The Board is composed of the Directors:

- Mrs. Betty Bonnardel, Founder
- Mr. Tony Azzarelli, Co-Founder
- Mr. Christian von der Ropp, Co-Founder

- 5.2.2 The Board shall oversee the activities of the Company and provide direction to the Council and the Committees. The Board shall establish the objectives and policies of the Company on the advice of the Council.

- 5.3 Council

- 5.3.1 The Council's function is to advise the Board on the governance and activities of the Alliance.

- 5.3.2 The Council shall be formed by a defined number of Councillors elected from people proposed by the SMOAs, elected by the Councillors, and approved by the Board.
- 5.3.3 The number of Councillors shall amount to one tenth of the number of SMOAs rounded to the nearest whole odd number on the election day for the Council, but not less than five (5) and not more than eleven (11).
- 5.3.4 A Councillor's term is two years, after which the Councillor can be re-elected again.
- 5.3.5 The Council shall make its decisions with a simple majority.
- 5.3.6 Councillors shall disclose, at the beginning of their term and at any time afterwards, any conflict of interest they may have with the Alliance.
- 5.3.7 The rules of the Council are set in Annex 2 (extract of the Bylaws).

## 6 Services and Benefits for Members

- 6.1 The SMOAs, who become members of the Alliance, will be able to enjoy the services and benefits which will be available to them.
- 6.2 The services and benefits may differ from member to member, as given in Annex 1.
- 6.3 The services and benefits offered to the members are, and not limited to:
- 6.3.1 Attend meetings, webinars, lectures, conferences set by the Alliance;
  - 6.3.2 Cooperate and collaborate with other members of the Alliance;
  - 6.3.3 Receive reductions of the fees to the paid conference and meetings organised by the Alliance;
  - 6.3.4 Participate in the development of the Alliance's positions and publications.;
  - 6.3.5 Participate in the decision making of the Alliance;
  - 6.3.6 Participate in the running of the Alliance (singularly and collectively);
  - 6.3.7 Listing SMOAs with their company name, or logo, on the Company's website and marketing materials;
  - 6.3.8 Regular email communication on the Company's activities and general industry news and developments.

## 7 Contract Term and Payments

- 7.1 After the application has been confirmed (see section 2), the applicant has 30 days to pay the fees related to the membership chosen. The Contract Term will start when the application of membership is approved by the Board, or Directors (see Section 2), and will have a duration of 12 months.
- 7.2 At expiry of each Contract Term, the membership is automatically renewed. However, the fees for the next Contract Term must be received before the new Term starts.

- 7.3 Failure to pay the Membership Fee within 30 days from the start of the Contract Term, the Company will reserve the right to limit access to services and benefits (see Section 5), or terminate the Membership of the SMOA.
- 7.4 All charges quoted to the SMOA for the provision of the Service and Events are exclusive of VAT.

## 8 Warranties and Liability

- 8.1 The Company warrants to the SMOA that the Alliance's services and benefits (see section 5) will be provided using reasonable care and skill as far as reasonably possible.
- 8.2 Where the Alliance uses the service of any agent, or third party (such as speakers at events), the Company, the Board members and the Directors do not give any warranty, guarantee, or indemnity in that respect.
- 8.3 Except in cases of death or personal injury caused by negligence, the Company, the Board members and the Directors shall not be liable to any legal or natural person, including the Councillors, the members of the Committees and Sub-committees, the SMOA and third parties, for any reason in case of any loss of profit or any indirect, special or consequential loss, damage costs, expenses or other claims (whether caused by the negligence of the Company or its agents or otherwise) which arise out of or in connection with the operation of the Alliance or provision of the Alliance Services and the entire liability of the Company, the Board members and the Directors shall not exceed the membership fee for that membership term, except as expressly provided in the Terms and Conditions. This warranty is in lieu of all other terms, conditions and warranties, expressed or implied statutory or otherwise and any other liabilities whatsoever and howsoever arising.
- 8.4 The Company, the Board members and the Directors shall not be liable or be deemed to be in breach of the Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the operation of the Alliance or provision of the Alliance's services and benefits, if the delay or failure is due to any cause beyond the Company's reasonable control, and time shall not be of the essence. In respect of an event cancelled by the Company for any reason whatsoever, liability shall be limited to refunding the event fee.
- 8.5 The Company, the Board members and the Directors accept no responsibility or liability whatsoever with regard to the information, data, opinions, advice or statements made in, or the information contained on, the Alliance's web sites and related documents or publications (singularly and collectively "Alliance Material"). Alliance Material is:
- information of a general nature only, which is not intended to address the specific circumstances of any particular person or organisation or entity;
  - not necessarily comprehensive, complete, accurate or up to date;
  - sometimes linked to external sites over which the Company have no control and for which the Company, the Board and the Directors assumes no responsibility; and/or
  - not professional or legal advice.
- 8.6 The Company, the Board members and the Directors make no warranties or representations of any kind express, or implied, about accuracy, reliability or suitability of

any information, data, opinions, advice or statements made in, or the information contained, on the Alliance Material for any purpose. All such Alliance Material is provided "as is", and with specific disclaimer of any warranties of completeness, accuracy, reliability, suitability, availability, merchantability, fitness for a particular purpose, title, and/or non-infringement. The use of the Alliance Material by members or others is entirely at their own risk.

- 8.7 The Alliance's web sites, and related documents or publications include material owned by third parties, as well as links to websites owned by third parties (singularly and collectively "Third Party Material"). Access to and use of any Third Party Material is at the user's own risk. Links to other sites do not imply an endorsement of the materials disseminated by publishers at those sites, nor does the existence of a link to another site imply that the Company, the Board members and the Directors endorse any of the materials at this site, unless explicitly stated. The Company, the Board members and the Directors are not responsible for the materials contained at any site linked to or from the Alliance's web sites and related sites or publications.
- 8.8 The Alliance web sites and related documents or publications have been created or structured in files or formats which are not error-free and the Company, the Board members and the Directors cannot guarantee that the Alliance web sites will not be interrupted or otherwise affected by such problems. The Company, the Board members and the Directors accepts no responsibility with regard to such problems incurred as a result of using the Alliance web sites, related documents or publications or any linked external sites.

## 9 Termination of Membership

- 9.1 The SMOA may terminate the membership at any point in time by giving written notice to the Company, effective by the end of the ongoing Contract Term, or immediately if the SMOA wishes so (in such case the Alliance will not reimburse the SMOA).
- 9.2 Either party may at any time terminate the membership by written notice if the other commits any material breach of the Terms and Conditions or of Alliance's guidelines and values, including the antitrust guidelines, or goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.
- 9.3 Upon termination of the membership, for whatever reason, all sums owed by the SMOA to the Alliance shall become due and payable by the SMOA with immediate effect.
- 9.4 Insolvency of SMOA: This clause applies in the following circumstances:
- 9.4.1 The SMOA makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);
- 9.4.2 An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the SMOAs;
- 9.4.3 The SMOA ceases, or threatens to cease, to carry on business;

9.4.4 The Company reasonably believes that any of the above events is about to happen and notifies the SMOA accordingly;

9.4.5 If this clause applies then, without limiting any other right or remedy available to the Company, the Board and the Directors, the Company may cancel the contract or suspend membership, including access to its website and attendance at events.

## 10 General

10.1 Membership of the Alliance is at the sole discretion of the Board and it reserves the right to refuse membership to any company or organisation or entity.

10.2 All activities, meetings and procedures of the Company shall have due regard to the Chatham House Rules and to data protection laws applicable in the United Kingdom.

10.2.1 Chatham House Rules are rules or principles according to which information disclosed during a meeting may be reported by those present, but the source of that information may not be explicitly or implicitly identified.

10.2.2 These rules can be waived if originator of the said information declares otherwise. Such declaration must be recorded in the minutes of a meeting, or an email, or a document that states that the information disclosed is attributable to such originator.

10.3 As a member of the Alliance, the SMOA agrees to conduct themselves in a professional and business-like manner, treating other SMOAs with respect at all times, and in compliance with this document and the Alliance's guidelines and values, including the antitrust guidelines at section 10 below.

10.4 **Complaints and Remediation:** If the Alliance should receive a complaint about any SMOA's behaviour or conduct, it reserves the right to take appropriate and proportionate measures, including to suspend membership after an investigation by the Council.

10.4.1 If the Council finds the SMOA guilty of any misconduct, or in breach of any of the Terms and Conditions, Alliance's guidelines or values, the Council will initiate a remediation or a suspension for the SMOA.

10.5 **Waiver:** No failure or delay by either party in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Terms and Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

## 11 Anti-Trust Guidelines

The Board members, Directors, Councillors, Committee and Sub-committee members, the SMOAs and any other related person or entity shall abstain from any activities that might violate or give any appearance of intention to violate antitrust laws, comply with the Alliance's antitrust guidelines and shall seek guidance in any circumstances where doubt seeking exists as to the appropriateness of proposed activities or projects. In particular, they may not enter

into agreements and practices between competitors which restrict or intend to restrict competition including but not limited to:

- Price fixing (including discounts, rebates, predatory pricing, margin squeeze, price discrimination);
- Market or customer sharing;
- Restricting output (limiting supply or production);
- Bid rigging (e.g. agreeing who should win a tender or agreement not to participate to a tender);
- Boycotts;
- Discussions, communications, or any other exchange of commercially sensitive information.

## 12 Notices

12.1 Any notice to the Alliance is to be sent in writing to 27 Queen Walk, London, W5 1TP, United Kingdom, or by email to [info@access.space](mailto:info@access.space).

12.2 Notices to the SMOA will be sent to the email address provided by the SMOA on the application form, unless the Alliance is otherwise informed in writing. The provisions of this clause shall not apply to the service of any proceedings or documents in any legal action.

## 13 Severance

13.1 If any provision or part-provision of the Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms and Conditions.

## 14 Entire agreement

14.1 These Terms and Conditions (i.e., this document) constitute the entire agreement between the Company and the SMOA (singularity “the party” and collectively “the parties”) and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.

14.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Terms and Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Terms and Conditions.

14.3 Variation. No variation of membership shall be effective unless it is in writing and signed by the parties (or their authorised representatives).



- 14.4 Force majeure. Neither party shall be in breach of the Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under the Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 14.5 Third parties. No one other than a party to the Terms and Conditions shall have any right to enforce any of its terms.
- 14.6 Governing law. The Terms and Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 14.7 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms and Conditions or its subject matter or formation.

## ANNEX 1: Membership Tier Levels, Fees and Benefits

Membership (note 8)	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
	Hydra	Orion	Cassiopea	Star Gazer (observer)	National Agencies, IGOs, Universities (note 9)	Registered Non-member (note 10)
Yearly membership fees (+VAT)	£1500	£1000	£500	£300	£0	£25
Council board representation (note 1)	Yes limited to 40%	Yes limited to 30%	Yes limited to 20%	Yes limited to 10%		None
No. of representatives from your organization (note 5)	25	10	3	1	1	0
Chair committees	Yes	Yes	Yes	No (note 2)		No
Number of committees can attend	Any	3 (note 3)	2 (note 3)	1 (note 3)	2 (note 3)	
Decision making and voting weight	Yes 1	Yes 1	Yes 1	No (note 3)	Advisor (note 4)	
Proposes committee papers	Yes	Yes	Yes	No (note 3)	Advisor (note 4)	
Discounts for attending conferences, workshops, seminars (note 7)	15%	10%	5%	3%	3%	
Logo on webpage and conferences (note 6)	Yes (size 4)	Yes (size 3)	Yes (size 2)	Yes (size 1)	Yes (size 1)	
Enterprise description on webpage or magazine	Yes (400 words)	Yes (200 words)	Yes (100 words)	Yes (50 words)	Yes (100 words)	
Newsletters	Yes	Yes	Yes	Yes	Yes	

The Notes below are an intergral part to the Table.

### Notes to Membership Table:

#### (1) Councillors:

- (1).1 The number of coucillors shall be a number equal to the nearest odd number of 10% of the membership. The maximum number of councillors (including the Chair of the Council) is 11.
- (1).2 Tier 1 and 2 members can have a board member for a maximum of 2 years.
- (1).3 Tier 3 members can have a board member for a maximum of 1 years.
- (1).4 Tier 4 and 5 can have a board member if it is not filled by upper Tiers, and after agreement by the Board.
- (1).5 Councillors can stand again for re-election after their Term comes to an end.

#### (2) Chairing Committees:

- (2).1 Committees can be charied by those with Tier 1, 2, or 3 membership.
- (2).2 In case there is an open position not filled by Tier 1, 2, or 3, Tier 4 can fill the position of chairing a committee, or if allowed by the Committee Board, or the Board of Directors.

#### (3) Committees:

- (3).1 The member can attend additional committees, to those allowed, at an extra £250 per committee (or may request to upgrade its membership).
- (3).2 Tier 4 members, are allowed to attend the committees as observers.
- (3).3 Unless agreed by the Committee chairman, or the Council, these members are:
  - (3).2.1 not allowed to take part in the decision making of the committees;
  - (3).2.2 not allowed to propose papers for the committee.
- (4) **National Agencies, IGOs, and University bodies (Tier 5):**
  - (4).1 Are allowed as advisors to a committee.
  - (4).2 May be allowed to provide input documents into a committee if that committee allows it; for example on matter which are under the remit of such agencies.
- (5) **No. of Company Representatives**
  - (5).1 the company needs to nominate their company representatives who can receive our newsletter, and if they wish to participate in the Committees/Sub-Committees.
- (6) **Logo Sizes:** these are to be confirmed at a later date.
- (7) (7).1 Limited to 10 people maximum.
- (7).2 Discounts limited to employees of the member company.
- (8) **Membership**
  - (8).1 The above Table me be reviewed and modified by the Directors of the Board of ACCESS.Space Alliance.
  - (8).2 Membership is at the discretion and approval by the Board of ACCESS.Space Alliance.
- (9) **Tier 5 Membership**
  - (9).1 Tier 5 membership is open only to Agencies of a Government, a University under Government Jurisdiction, or an International Organisation. Private entities of any sort will have to apply under Tier 1, 2, 3 or 4.
  - (9).2 On a case by case basis, Tier 5 may be open to private entities or associations by approval of the Board and under the agreement of an Memorandum of Understanding.
- (10) **Tier 6 Membership** - This membership:
  - (10).1 Allows individuals and other entities to receive our news letters.
  - (10).2 Will not allow any visibility of Committees or Membership of the Alliance.
  - (10).3 Cannot claim rights to the Alliance, as the Alliance is not obliged and will not take any responsibility in delivering what it has promised.

Sponsorship Levels: Members or other Parties may sponsor events. The following table is indicative and may change from case to case.

Sponsorship (note 4)	Platinum	Gold	Silver	Bronze
Sponsorship ranges	More than £10,000	£6,000 to £10,000	£3,000 to 5,000	£1,000 to £2,500
Discounts for attending conferences, workshops, seminars ... (note 1)	25%	20%	15%	10%
Logo on webpage and conferences (note 2)	Size 4	Size 3	Size 2	Size 1
Enterprise description on webpage, or magazine	400 words	300 words	200 words	100 words
Council board representation (note 3)	yes	yes	yes	no

**Notes to Sponsorship Table:**

- (1).1 Limited to 10 people maximum.
- (1).2 Discounts limited to employees of the member company.
- (2) Logo Sizes are TBC.
- (3) The Directors will decide on a case by case basis for Council representation.
- (4) (4).1 The above Table me be reviewed and modified by the Directors of the Board of ACCESS.Space Alliance.
- (4).2 Sponsorship is at the discretion and approval by the Board of ACCESS.Space Alliance.



## ANNEX 2: Rules governing the Council and the Committees

The following text is extracted from the Company Bylaws (dated 29 August 2020).

In case of inconsistencies or discrepancies, the Bylaws take the precedence over any rule.

--- beginning of Bylaws text

### ARTICLE VI.

#### COUNCIL

**Section 1. Function.** The Council's function is to advise the Board on the control and running the Company's activities.

**Section 2. Composition.**

- a) The Council shall be composed of a Head Councillor (or Head of Council) and a number of Councillors which have several responsibilities (see Section 7 below).
- b) An example of main Company structure is provided in Annex A. The Council shall decide in maintaining and modifying such structure, and record any such decisions in the minutes of the Council meetings as approved and logged on a Log Book.
- c) Board members:
  - a. can attend the Council meetings or be represented by one of the Board members;
  - b. can participate in the decision making where necessary.

**Section 3. Head Councillor (or Head of the Council).**

- a) The Head Councillor shall be appointed by the Board and serve for a term of two years and can be re-elected (not necessarily consecutively) only for one additional year.
  - a. The Head Councillor may be reappointed, after finishing its term (see a) above) by the Board in case the circumstance deemed it necessary.
- b) When stepping down, the Head Councillor shall surrender to its successors all records and property belonging to the Company.
- c) The Head Councillor shall declare any conflict of interest that there may exist (at the beginning of its investiture and then at any point in time thereafter when such conflicts may occur) to the Board and the Council.
  - a. In cases where such conflicts exist, the Head Councillor shall refrain to take any decisions and refrain from any discussions linked to such conflicts, and the responsibility of such activity shall be given to the Deputy Head Councillor.
- d) The Head Councillor and the Deputy Head Councillor shall serve without compensation by the Company.

**Section 4. Councillors.**

- a) Councillors shall be proposed by the Head Councillor and/or the Board members and appointed by the Board.
- b) All Councillors shall serve without compensation by the Company.
- c) The Councillors can serve for a period up to two years and can stand for a re-election.
  - a. The Board may allow the reassignment of the Councillors if necessary.
- d) The Councillor shall serve without compensation by the Company.
- e) The Councillors shall be selected from the SMOA having already paid their fee for the year.

**Section 5. Renewal of Council.**

- a) Council elections are held yearly in December of each year.
- b) A maximum of 25% of the Councillors shall be renewed each year.

**Section 6. Meetings.**

- a) The Council shall meet once every 2 months. This period can be changed by the Council if appropriate.

- b) A written notice shall be given of any council meeting by e-mail to each Councillor, not less than ten (10) days before the date of the meeting.
- c) The meeting shall be under the responsibility of the Head Councillor who may call for additional meetings if required, should he/she deem it necessary.
- d) Meetings may be held in-person, by telephone, or via video conference.
- e) The Council shall record the meeting minutes, approved by the council, on a Log Book.

**Section 7. Duties.** The Council, under the responsibility of the Head Councillor, shall have (and limited to) the following duties (see also Annex A):

- a) Stakeholder Membership – Under the Head of Stakeholder Membership.
- b) Finance – Under the Head of Finance.
- c) Committees Structure and Activities – under the Chair of Committees.
  - 1. The Head of Committee shall report the activities of the Committees, the assignment of the respective chairmen, the forming of new committees, and all other information necessary for a sound running of the Alliance and its reputation.
- d) Conference Preparations – under the Head of Conferences.
- e) Legal – under the Legal Counsel.

**Section 8. Vacancies.** A vacancy in any Council office, which may come during the course of the year, may be filled for the remainder of the term. Such action shall be done by vote of the Board of Directors, and with the advice of the Head Councillor.

## ARTICLE VII.

### COMMITTEES

#### Section 1. Appointment.

- (a) “Committees” are working groups or discussion groups, preparing position papers or guidelines or standards as it may fit each committee.
- (b) The Council may establish such Committees as it deems necessary for the Company to carry out its activities.
- (c) The number of committees and sub-committees, as well as their terms of reference, will be established and validated by the Board of Committee (see Section 2(b) and 3 below) , as and when such board is convened; usually once a year, or in extraordinary basis when a new committee is formed or terminated.
- (d) The Committee members shall be selected from the SMOA having paid their fees for the year.

#### Section 2. Structure.

- (a) An example of Committee structure is as set out in Annex B, and this can be amended from time to time by the Council, and under the advice of the Chair of Committees.
- (b) The Head of Committees is also a member of the Council.
- (c) A Board of Committees, chaired by the Chair of Committees, will overlook the Committee structure and activities.
- (d) Such committees shall be under the responsibility of the Chair of Committees. He or she shall be appointed by the Head Councillor in agreement with the Board of Directors.
- (e) The committees may be altered or cancelled at any time by the Board, or the Council (in agreement with the Board).
- (f) Members of committees, and their Chairman, shall be proposed by the members of each committee and approved by the Chair of Committees, unless otherwise provided in these Bylaws.
- (g) All committee members, including the Chair of Committees, shall serve without compensation by the Company.
- (h) In case of disagreement for the appointment of new committees and their Chairman, then the Head Councillor will have the final say on such appointments.

#### Section 3. Board of Committees

- (a) The Board of Committees shall be comprised of the Chair of Committees and Chairmen of each Committee.
- (b) Other Councillors, and/or the Directors of the Company may attend the meetings of the Board of Committees.
- (c) The Committee Chairmen will contribute to the strategy of the Company and will form part of the Board. As such they also hold an advisory role to the Chair of Committees.

**Section 3. Chair of Committees.**

- (a) The Chair of Committees is also the Councillor of Committees (see Article VI, 7), and he or she is appointed by the Board of Directors with the advice of the Head of the Council.
- (b) The Chair of the Committees shall declare to the Board of Directors and the Council any conflict of interest that there may exist. In cases where such conflicts exist, the Chair of Committees shall refrain to take any decisions and refrain from any discussions linked to such conflicts, and the responsibility of such activity shall be given to the Deputy Chair of Committees.
- (c) In case there is also a conflict with the Deputy Chair of Committees, the Head of the Council will be asked to decide on the matter.
- (d) The Chair of the Committees shall serve without compensation by the Company.

**Section 4. Committee meetings.**

- (a) Committee meetings will ordinarily be held once per month under the responsibility of the Head of the Board of Committees, but committee members may call for additional meetings, should they deem it necessary. Meetings may be held in-person, by telephone, or via video conference.
- (b) Committee meetings shall be called by email, sent to all necessary participants, at a notice of not less than 10 days from the meeting
- (c) Rules can be changed from time to time.

--- end of Bylaws text