

AGREEMENT
FOR
THE ESTABLISHMENT OF THE
ECONOMIC INTEREST GROUPING
EuroGOOS

This Agreement for the establishment of the Economic Interest Grouping EuroGOOS (this Agreement) has been entered into by and among the following marine operational and research agencies and institutes in Europe:

[Insert list of founding members including (corporate) name, (corporate) purpose, legal form, registered address, and if so applicable, their company or trade register number]

Hereinafter referred to individually as “Member” and collectively as “Members”;

PREAMBLE

WHEREAS, EuroGOOS was established as an informal association without legal personality on 14 December 1994 in Rome;

WHEREAS, in order to strengthen and further the development and achievements of the association, a new constitutional agreement was entered into on 3 December 1999 with a view to providing a regulatory framework for the co-ordination of projects, administration of subscriptions from members, the planning and conduct of meetings, the support for subsidiary bodies and committees, and accountability of the use of resources;

WHEREAS, EuroGOOS has been exploring to establish a transformation of the existing informal association into a body with legal personality separate from its members with a view to being able to present project proposals and, if successful, to sign contracts or agreements in its own name with third parties including the EC or other European bodies to the collective benefit of its members;

NOW, THEREFORE, the undersigned have agreed to establish an Economic Interest Grouping governed by the laws of Belgium, particularly Sections 839 to 873 of the Belgian Companies Code, and by the present Agreement, as follows:

ARTICLE 1

Name

1. The grouping's name is "EuroGOOS" (hereinafter, the "Grouping"). EuroGOOS is incorporated as an Economic Interest Grouping (hereinafter, "EIG") under the laws of Belgium.
2. The EuroGOOS name shall always be preceded by either the formula "Economic Interest Grouping" or its acronym "EIG" on all documents emanating from the Grouping.

ARTICLE 2

Purpose

1. The purpose of the Grouping is, in the collective interest of its Members:
 - (i) To foster European scale co-operation and integration on Operational Oceanography;
 - (ii) To assess the economic and social benefits from Operational Oceanography;
 - (iii) To identify European priorities for Operational Oceanography and promote the development of underpinning science and technology;
 - (iv) To foster development of European regional and local Operational Oceanography;
 - (v) To promote the development of common European operational data procedures, products and services, including a common infrastructure and major systems in collaboration with public and private sector organisations and programmes;
 - (vi) To co-ordinate the best European participation in the Global Ocean Observing System, GOOS, and collaborate with IOC, I-GOOS and regional GOOS alliances;
 - (vii) To work in close co-operation with the European Commission and European Agencies;

- (viii) To promote aid, technology transfer, and collaboration with developing countries within the framework of the Global Ocean Observing System (“GOOS”).
- 2. The purpose of the Grouping shall also be to represent its Members, in their collective interest, vis-à-vis the appropriate third parties, including public authorities or public bodies such as the relevant institutions of the European Union (including, but not limited to, the European Commission). Within that mission, the Grouping shall, *inter alia*, act as an interface between its Members and third parties to enable in areas of collective interest of the Members (i) participation in calls for proposals in respect of (externally funded) projects to the collective benefit of its Members; and (ii) the signing of agreements or contracts with relevant third parties to the collective benefit of its Members, including external funding of activities and (iii) enhancement of coordination and co-operation among the Members in these areas.
- 3. Within the framework of its purpose, activities conducted by the Grouping shall be related to its Members’ economic activity, provided that the Grouping’s activity shall remain ancillary to such economic activity.
- 4. For the avoidance of doubt, the Grouping’s purpose shall not be to seek profit, nor shall it in any way engage in any commercial activity.

ARTICLE 3

Registered Office

- 1. The registered office of the Grouping is established at [LOCATION YET TO BE DECIDED], Belgium.
- 2. The registered office may be transferred to any other location in Belgium by the Executive Directors Board deciding by simple majority.
- 3. The registered office of the Grouping shall be mentioned clearly visible on all documents emanating from the Grouping.

ARTICLE 4

Annual Meeting and Extraordinary General Meetings

1. The Members' general meeting shall be composed of one (1) representative for each Member. Representatives may be assisted by advisers
2. A Member may represent one (1) other Member at a Members' general meeting. A written authorization shall be required for that purpose. The represented Member shall then be considered as present.
3. The Grouping shall in each calendar year hold an Annual Meeting in addition to any other general meetings in that year and shall specify the meeting as such in the notices calling it. The Annual Meeting shall be held at the registered office of the Grouping [on the third Tuesday of May each year or, in the event that the third Tuesday of May would not be a working day in Belgium, on the first working day following the third Monday of May]. The Members, by unanimous vote, can however decide to hold the Annual Meeting of a given year at another place and/or advance or postpone such Annual Meeting, provided that the annual accounts of the Grouping are prepared and approved timely in accordance with Belgian law.
4. The Members shall appoint a Chairperson and a Vice-Chairperson for three years, eligible for re-election only once for two years, giving a maximum term of five years. The Chairperson shall be selected among the members of the Executive Directors Board.
5. Major items of policy shall be discussed and decided at the Annual Meeting, including the establishment of projects, formation of subsidiary bodies, review of work, with instructions and guidance for the Executive Directors Board for the coming year.
6. The Members in general meeting shall from time to time make and adopt, alter, supplement or repeal internal rules (the "Internal Rules") as it shall deem appropriate for the proper conduct of the Grouping.

7. The Annual Meeting shall receive reports from the Chairperson of the Grouping, the chairpersons of the principal component bodies, the Executive Directors Board and the Secretary General. The annual accounts for the previous year shall be submitted for approval, and the budget for the following year. The membership contribution shall be fixed by the Annual Meeting.
8. Appointment of the members of the Executive Directors Board shall be conducted at the Annual Meeting. Acceptance of new members shall be conducted at a general meeting.
9. The Executive Directors Board may call a general meeting and, on the requisition of 25 per cent of the Members, shall forthwith proceed to convene a general meeting for a date not later than three (3) weeks after receipt of the requisition.
10. An Annual Meeting and a general meeting called for the passing of any resolution shall be called by at least thirty-one days' notice. A general meeting may be called by shorter notice if this is agreed by all the Members entitled to attend and vote at the meeting. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of the Annual Meeting, shall specify the meeting as such.
11. No business shall be transacted at any meeting unless a quorum is present. Unless unanimity is required, the presence of 25 per cent of the Members shall be a quorum.

ARTICLE 5

Voting and Consensus at Annual Meetings and General Meetings

1. Unless expressly specified otherwise in this Agreement or in the law, all issues raised at any Members' meeting of the Grouping shall, if possible, be decided with the unanimous consent of all Members present at such meeting and all Members shall use their respective reasonable endeavours to reach consensus in relation to all issues at each meeting.

If any matter relating to the affairs of the Grouping has been considered by a meeting of the Members and no decision or resolution has been carried at the meeting in relation to the matter by reason of the non-unanimous consent of all Members present and voting, the such matter shall be carried over to a further meeting of Members to be held within three months of the date of the meeting at which the matter was first raised (the "Adjourned Meeting").

Pending the Adjourned Meeting the Members shall continue to use their reasonable endeavours to liaise with each other to obtain a common consensus with a view to agreeing the matter to be decided at the Adjourned Meeting.

If, at an Adjourned Meeting and following an appropriate period of debate, a matter cannot be agreed upon by all Members present and voting, then the matter shall be decided by a majority of 75 per cent of those Members present and voting.

2. Each Member has one (1) vote; it being expressly understood, however, that in case Members originate from a same country, such Members shall use their best efforts to adopt a common position and, in case such a common position is reached, shall cast their vote accordingly at the relevant Members' meeting.

ARTICLE 6

Executive Directors Board

1. The activities of the Grouping shall be managed by the Executive Directors Board (*Collège de gérants/Comité van zaakvoerders*).
2. Unless otherwise determined by ordinary resolution of the Members, the number of Executive Directors shall not be less than four and shall not be more than seven.
3. Executive Directors are appointed by the Annual Meeting for three years, eligible for re-election only once for three years, giving a maximum term of six years.
4. Any Executive Director may resign prior to the expiry of his term by giving notice to the Grouping, but shall remain in office until his or her replacement has been ensured.

5. An Executive Director may, and the Secretary General at the request of an Executive Director shall, call a meeting of the Executive Directors Board. Questions raised at a meeting of the Executive Directors Board shall, if possible, be decided with the unanimous consent of all Executive Directors present at such meeting.

If any matter relating to the affairs of the Grouping has been considered by a meeting of the Executive Directors Board and no decision or resolution has been carried at the meeting in relation to the matter by reason of the non-unanimous consent of all Executive Directors present and voting, the such matter shall be carried over to a further meeting of the Executive Directors Board to be held within three months of the date of the meeting at which the matter was first raised (the "Adjourned Executive Directors Board Meeting").

Pending the Adjourned Executive Directors Board Meeting the Executive Directors shall continue to use their reasonable endeavours to liaise with each other to obtain a common consensus with a view to agreeing the matter to be decided at the Adjourned Executive Directors Board Meeting.

If, at an Adjourned Executive Directors Board Meeting and following an appropriate period of debate, a matter cannot be agreed upon by all Executive Directors present and voting, then the matter shall be decided by a majority of 75 per cent of those present and voting.

6. Unless unanimity is required, the presence of the simple majority of the Executive Directors shall be a quorum.
7. The Chairperson of the Members' general meeting shall also act as the Chairperson of the Executive Directors Board. The Chairperson of the Executive Directors Board shall preside at every meeting of the Executive Directors Board at which he is present.
8. An Executive Director shall not vote at a meeting of the Executive Directors Board on any resolution concerning a matter in which he has, directly or indirectly, a patrimonial interest or duty which conflicts or may conflict with the interests of the Grouping.

9. The Grouping is validly represented towards third parties or in justice by two Executive Directors or by one Executive Director and the Secretary General, acting jointly. However, the Secretary General can validly represent and legally bind the Grouping for the following tasks:
 - placing orders for goods or services for an aggregate value per order not exceeding 100,000 EUR;
 - operating the bank account of the Grouping on a day-to-day basis.
10. The Members may revoke the mandate of an Executive Director by unanimous vote. In addition, each Member may request the revocation of an Executive Director in court.

ARTICLE 7

Secretariat Office

1. Subject to this Agreement, the Secretary General and other Secretariat staff are appointed or removed from office on the authority of the Members. The procedure for advertising the posts, selecting candidates and appointing Secretariat staff is set out in the Internal Rules.
2. The Secretary General shall be responsible for the administration of the Secretariat Office and shall support the policies of the Grouping, implementing where appropriate the decisions authorized by the Members' meetings and the Executive Directors Board. Specifically, the Secretary General shall:
 - (i) Implement policy and technical decisions taken by the Members and the Executive Directors Board; perform any other tasks as assigned by the Members or the Executive Directors Board;
 - (ii) Support the Members and the Executive Directors in preparing for plenary meetings, committees and workshops; prepare of draft agendas, co-ordinate invitation lists and publicizing any such events;

- (iii) Prepare and distribute minutes of meetings (including but not limited to the minutes of Members' meetings and meetings of the Executive Directors Board meetings);
- (iv) Support fund-raising efforts through preparation of proposals, arranging meetings, contacting potential donor organizations, as directed by the Members and the Executive Directors Board;
- (v) Serve as a point of contact for external organizations interacting with the Grouping, responding to requests for information;
- (vi) Represent the Grouping or arrange for the Grouping to be represented as appropriate at meetings, conferences and other events, as directed by the Executive Directors Board;
- (vii) Establish and maintain with major related European programmes and organizations and with related EuroGOOS bodies and regions to ensure up-to-date knowledge and swift exchange of information;
- (viii) Manage the EuroGOOS website, as directed by the Executive Directors Board, and arrange for maintenance of the Grouping's website;
- (ix) Preparation and circulation among the Members of status reports and news items through a combination of electronic and printed media;
- (x) Assist with the preparation, distribution and marketing of publications;
- (xi) Manage the Grouping's budget and assist in the preparation of the Grouping's accounts and the budget;
- (xii) Circulate the latest version of the Internal Rules among the Members;
- (xiii) Collect the membership contributions;
- (xiv) Participate in Members' general meetings and Executive Directors Board meetings;
- (xv) Report on his or her activities to the Executive Directors Board on a regular basis.

3. The Secretariat Office shall be located at the registered seat of the Grouping.

4. The running cost of the Secretariat Office (including the salary cost of the Secretary General and the Secretariat staff) shall be covered by the membership contributions owed annually by the Members to the Grouping.

ARTICLE 8

Membership contributions – Other financing of the Grouping

1. The running cost of the Grouping (including the running cost of the Secretariat Office) shall be shared by the Members, by way of membership contributions.
2. The Grouping may attract external funding from international or EU bodies, institutions or organizations and it may also take and accept any gift of money, property or other assets, in each case in furtherance of its purpose and in the collective interest of its Members.

ARTICLE 9

Financial year – Annual Accounts

1. The financial year of the Grouping starts on 1 January and ends on 31 December. The first financial year starts on the date of incorporation of the Grouping and ends on 31 December [2012].
2. The Executive Directors Board shall prepare the annual accounts of the Grouping in accordance with the Accounting Law of 17 July 1975 and implementing legislation (as amended from time to time). The annual accounts shall be presented to the Annual Meeting for approval within six months following the closing of the financial year and, to this end, must be communicated to the Members at least fifteen days prior to the date of such meeting.
3. The Grouping, acting through a meeting of its Members, shall select one or several auditors to audit the financial position of the Grouping and its accounts. The selection shall be made outside of the Members. The mandate of the auditor(s) is for one year and can be renewed by the Annual Meeting. The auditor(s) shall report annually to the Annual Meeting.
4. It at any time (at least) one of the Members is required to appoint a statutory auditor, the Grouping itself shall also appoint a statutory auditor. In such event, the statutory

auditor shall be appointed by a general meeting of the Members for a renewable term of three years among the members of the (Belgian) Institute of Statutory Auditors (*Institut de réviseurs d'entreprises/Instituut van bedrijfsrevisoren*). If a statutory auditor is so appointed, the preceding subclause 3 shall cease to apply.

ARTICLE 10

Joint and several liability

1. All Members are jointly and severally liable for all debts of the Grouping. However, a joining Member shall be exonerated from the debts incurred by the Grouping prior to such Member's entry. A leaving Member shall remain liable for the commitments of the Grouping up until his date of departure (whatever the reason of such departure).
2. Should a claim by a third party be made jointly or severally against one or more Members for a default committed by the Grouping, the financial burden thereof shall, as a purely internal matter and without in any way affecting the rights of the third party, be mutually supported among and by all Members; unless the default of the Grouping is caused by the behaviour of one or more specified Members in which case only such Member or Members shall, as a purely internal matter, be ultimately liable for the financial burden related to such claim.
3. As an internal matter, Members are liable for debts of the Grouping in proportion to the scale of their membership contribution to the Grouping.

ARTICLE 11

Co-operation with third parties

1. For the realization of its purpose, and where the Members confirm there is collective benefit to Members of the Grouping, the Members may decide to establish cooperation or to enter into contracts with third party entities outside the Grouping. Any such co-operation or contract shall be properly documented in writing.

2. Each co-operation agreement shall specify rights and obligations of the Grouping and of the co-operating entity in the carrying out of the subject-matter of the cooperation. A representative of the co-operating entity may be invited as an observer (without voting rights) to the discussion of relevant points in the meetings of the Members.
3. The Grouping shall be entitled, subject to confirmation by the Members that there is a collective benefit to Members of the Grouping, to participate in consortia with Members and/or third parties, or otherwise to cooperate with Members and/or third parties, in the context of calls for proposals in respect of externally funded projects.

ARTICLE 12

Resignation of a Member

1. A Member may decide to leave the Grouping. Notification shall be made in writing to the chairperson of the Members' meeting at least six months prior to 31 December of the relevant year. Its departure shall take effect at 1 January of the following year
2. A Member leaving the Grouping remains liable for debts or commitments of the Grouping made up to the date on which its departure becomes effective, unless agreed differently by the Members' general meeting.
3. In the case of one or more Members leaving the Grouping, the Grouping shall continue with the remaining Members.

ARTICLE 13

Exclusion of a Member

1. In the event of a Member putting the Grouping's activities at risk by not meeting its obligations or commitments vis-à-vis the Grouping, included but not limited to any payment obligations, the other Members may decide the exclusion of that Member.

2. A Member excluded from the Grouping remains liable for the commitments of the Grouping made during the period it was a Member.

ARTICLE 14

New members

1. New members must be approved by the Annual Meeting. Admission guidelines and criteria are set out in the Internal Rules, it being understood that at least the (corporate) purpose of the candidate member should be compatible with the purpose of the Grouping.
2. New members may be exonerated from the debts of the Grouping arising prior to their entry into the Grouping.
3. Members who on the date of this Agreement are members of the EuroGOOS association but who are not founding members of the Grouping shall be automatically accepted as a Member upon notification of their written request for affiliation addressed to the Grouping.

ARTICLE 15

Disputes

1. In case of a dispute between Members or groups of Members, maximum efforts shall be made to solve it amicably.
2. If the dispute cannot be settled amicably, any of the parties may decide, by written notification, the recourse to an arbitration procedure provided the dispute has not been brought already to an existing jurisdiction.
From the date of the notification, each party must choose one arbitrator within two months. The Chairperson of the Members' meeting nominates the arbitrator in case it has not been designated by the relevant party in due time. Within two months the

two arbitrators shall designate a third arbitrator who will act as chairperson. If they fail to do so, the Chairperson of the Members' meeting shall designate the third arbitrator.

The arbitrators shall decide by simple majority. They may not abstain. The parties to the dispute shall be bound by the arbitral award.

The cost of the arbitration procedure shall be borne equally by the parties to the dispute.

ARTICLE 16

Entry into force

1. On the date on which this Agreement is signed by all founding Members, this Agreement shall without delay be deposited with the Commercial Court of Brussels, pursuant to which the Grouping shall be deemed incorporated.
2. This Agreement enters into force on the date it is deposited with the Commercial Court of Brussels.

ARTICLE 17

Duration

1. The Grouping is established for indefinite duration.
2. The dissolution of a legal person that is a Member of the Grouping shall not lead to the dissolution of the Grouping, unless otherwise decided unanimously by the other Members.
3. The Members, unanimously, may decide to terminate the Grouping. In such a case, the Members' general meeting shall decide the appropriate arrangements.

ARTICLE 18

Language

1. The official language of the Grouping for Belgian legal purposes is [French]¹. English is the working language.
2. The original text of this Agreement has been drawn up in [French]. An English translation shall be available, being equally authentic to the [French] prototype. In the event that differences occur between the English language translation and the original [French] language document, the latter shall prevail.

ARTICLE 19

Amendment

1. Any amendment to this Agreement shall be in writing and shall require unanimous consent of the Members' general meeting. Any such amendment shall enter into force as from the date determined by the Members' general meeting when granting its consent.

Signed, in Brussels, on the XX/XX/XX, in [NUMBER] original copies, each party acknowledging receipt of one original copy, [and one additional original copy for registration purposes].

¹ This is dependent on the location of the registered seat of the Grouping in Belgium.