

# EE MP01

## Notice of documents and particulars required to be filed for an EEIG



Companies House

**A fee may be payable with this form.**

Please see Section 3 below and 'How to pay' on the last page.

**✓ What this form is for**

You may use this form to accompany the filing of documents listed in Section 3 below.

**✗ What this form is NOT for**

You cannot use this form to set up or close an establishment of an EEIG. To do this, please use form EE MP02 'Notice of setting up or closure of an establishment of an EEIG'.

WEDNESDAY



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A15

10/05/2017

#189

COMPANIES HOUSE

### 1 EEIG details

Grouping number 

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Grouping name in full **Telehealth Quality Group EEIG**

**→ Filing in this form**

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by \*

### 2 Member state address

Member state in which official address is situated **United Kingdom**

### 3 List of documents and particulars

The following documents are attached. Please note if any document or particulars are not written in English a certified translation must also be attached.

- ☒ An amendment to the grouping's formation contract.❶
- ☐ A document evidencing a judicial decision regarding nullity.
- ☐ An assignment of all of a member's participation.
- ☐ An assignment of part of a member's participation.
- ☐ A members' order to wind up the grouping.
- ☐ A judicial decision to wind up the grouping.
- ☐ Liquidator(s) appointment.
- ☐ Liquidator(s) termination of appointment.
- ☐ A document evidencing the conclusion of liquidation.
- ☐ A proposal to transfer the official address as referred to in Article 14(1) of the EC Regulation.
- ☐ An exemption clause relieving a new member from payment of debts and other liabilities which originated before his admission.

The following only apply if the grouping has its official address outside the UK:

- ☐ Notice of the appointment of a manager or managers, name(s) and other identification particulars as required by the Member State where the grouping has its official address together with notification as to whether they may act alone or must act jointly.
- ☐ Notice of termination of a manager's appointment.

❶ Please tick the appropriate boxes.

❷ Please note if the official address of the EEIG is in the UK and the amendment includes a change of name a fee is payable. Please see 'How to pay' on the last page for details.

# EE MP01

Notice of documents and particulars required to be filed

4

## Signature

I am signing this form on behalf of the grouping.

Signature

Signature

X

 7/5/17

X

This form may be signed by: A member or manager.

# EE MP01

Notice of documents and particulars required to be filed

## Presenter information

You do not have to give any contact information but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Dr Malcolm J Fisk**

Company name **Telehealth Quality Group EEIG**

Address **The Old Vicarage**

**Church Street**

Post town **Ferndale**

County/Region **Rhondda Cynon Taff**

Postcode **C F 4 3 4 P T**

Country **United Kingdom**

DX

Telephone **07900 224561**

## Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The grouping name and number match the information held on the public Register.
- ☐ You have entered the member state in which the official address is situated in Section 2.
- ☐ You have ticked the appropriate boxes in Section 3.
- ☐ You have included the attachments indicated and, where applicable, a certified translation.
- ☐ You have signed the form.
- ☐ Have you enclosed an amendment to the grouping's formation contract with this form? If you have and it includes a change of name, then you must enclose the correct fee. The fee is only required where the official address of the EEIG is in the UK.

## Important information

**Please note that all information on this form will appear on the public record.**

## How to pay

**If the official address of the EEIG is in the UK and the amendment of the grouping's formation contract (if attached to this form) includes a change of name, then a fee of £10 is a payable.**

Make cheques or postal orders payable to 'Companies House.'

## Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For EEIGs registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff.

**For EEIGs registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For EEIGs registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

## Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

## **TELEHEALTH QUALITY GROUP EEIG**

### **An EEIG (European Economic Interest Group)**

is a form of association between companies or other legal bodies, firms or individuals from different EU countries that need to operate together across national frontiers.

#### **1. Listing of Members**

The EEIG comprises the following initial members

- 1.1 Dr Malcolm J Fisk (individual), The Old Vicarage, Church Street, Ferndale, Rhondda Cynon Taff CF43 4PT United Kingdom.
- 1.2 Lievens-Lanckman BVBA, Waardbeekdreef 1., 1850 Grimbergen, Belgium (represented by Frederic Lievens).
- 1.3 Dr Drago Rudel (individual), MKS Electronic Systems Ltd. Rozna Dolina c.XVII/22b. SI 1000 Ljubljana, Slovenia,

#### **2. Name**

- 2.1 The name of the EEIG is the Telehealth Quality Group EEIG.
- 2.2 The registered office of the EEIG is at The Old Vicarage, Church Street, Ferndale, Rhondda Cynon Taff CF43 4PT United Kingdom
- 2.3 The official address of the EEIG is at The Old Vicarage, Church Street, Ferndale, Rhondda Cynon Taff CF43 4PT United Kingdom
- 2.4 The EEIG is registered through Companies House, Cardiff in the United Kingdom as facilitated by the European Economic Interest Grouping Regulations SI Great Britain 638 (1989).

#### **3. Object of the EEIG**

- 3.1 The EEIG derives from the European Commission funded TeleSCoPE project under the Health Programme 2008-2013. Partners of the TeleSCoPE project have, with the agreement of the European Commission, given their share of the IP to the EEIG.
- 3.2 The object of the EEIG is to further the cooperation among its members but with the specific purpose of promoting high quality standards in telehealth services in the European Union and internationally.
- 3.3 The EEIG pursues its object primarily through the ongoing development and promotion of the use of the European Code of Practice for Telehealth Services (the European Code) and/or its successors and derivatives. Ongoing development and promotion of the Code is achieved directly or by working collaboratively with other parties. This includes the following
  - 3.3.1 Engaging with extant or proposed telehealth services that wish to achieve or maintain appropriate standards including, where appropriate, their becoming accredited or certified to the European Code, its successors or its derivatives.
  - 3.3.2 Revising the European Code, its successors or its derivatives and, if appropriate, developing linked operational and support codes that relate to wider eHealth and telehealth agendas in the European Union and internationally.

- 3.3.3 Undertaking directly or working with the body or bodies appointed by the EEIG to undertake inspections, assessment or audits in relation to the European Code, its successors or its derivatives and, if appropriate, linked operational and support codes.
  - 3.3.4 Conferring accreditation or facilitating such conferment on telehealth services that meet the requirements of the European Code or its derivatives and, if appropriate, linked operational and support codes.
  - 3.3.5 Provision of or securing the means of by which training, workforce development and related activities are undertaken commensurate with the object of the EEIG.
  - 3.3.6 Supporting a key forum for organisations that have developed relevant operational and support codes that link to the European Code, its successors or its derivatives.
  - 3.3.7 Liaising with the European Commission, government international bodies and agencies and other stakeholders as appropriate, in relation to the above.
- 3.4 It is not the object of the EEIG to make economic profits.
- 4. Duration**
- 4.1 The duration of the EEIG shall be indefinite.
- 5. Capital and Financial Resources**
- 5.1 There is unlimited joint liability for any debts of the EEIG.
- 5.2 The EEIG shall be formed with limited start-up capital provided as a grant from founder members (in lieu of a joining fee).
- 5.3 Income of the EEIG shall be derived through joining and/or registration fees; payments for associate membership (or similar); grants; revenue relating to the assessments and inspections undertaken by appointed agencies whereby telehealth services can become certified or accredited to the European Code, its successors or its derivatives and/or linked operational and support codes; or other sources where relating to the stated object.
- 5.4 It is the aim of the EEIG not to incur any deficit with the exception of that which relates to initial start-up costs. In the event of any ensuing or longer term deficit, liability for the same shall be shared by members according to a formula that relates to the level of their participation and the related take up of the European Code, its successors or its derivatives and/or linked operational and support codes.
- 5.5 Any sums contributed by members as loans shall be reimbursed when the financial position of the EEIG enables such reimbursement to take place.
- 5.6 The Manager of the EEIG shall be required to inform members of any actual or projected deficit whenever such circumstances arise. Profits, when made, can be turned into reserves.
- 5.7 The EEIG shall be VAT registered.
- 6. Intellectual Property (IP) Rights**
- 6.1 The entirety of IP rights shall be held by the EEIG.

- 6.2 In the event of the EEIG ceasing to operate, the assignment of the IP shall be determined by a simple majority of members (each being entitled to a single vote).
- 6.3 The IP rights of the EEIG shall be enforced by the Manager on its behalf.
- 6.4 Members of the EEIG shall decide on the manner in which the exploitation of IP rights takes place.

## 7. Members

- 7.1 The EEIG shall be limited to a maximum of 12 members - either as individuals or the authorised representatives of organisations. No member can fulfil both roles. All members shall be either
  - (a) legally constituted bodies registered or having their central administration in the European Union; or
  - (b) be individuals who carry out professional or related services in the European Union.
- 7.2 The EEIG shall have a minimum of two members drawn from more than one Member State.
- 7.3 The members of the EEIG shall constitute 'The Board'.
- 7.4 Founder members of the EEIG shall comprise former partners of the TeleSCoPE project (or a nominated person – see 7.5) excepting where there is a conflict of interest. A conflict of interest arises where, for instance, an individual or organisation is closely associated with the development or promotion of a code that is not treated on a basis of equality with the European Code, its successors or its derivatives or linked operational and support codes.
- 7.5 Former partners of the TeleSCoPE project are required to confirm in writing to Coventry University Enterprises Ltd their wish to become members or to nominate a person who will become an individual member within six months of the date of incorporation (foundation) of the EEIG. After 6 months, former TeleSCoPE project partners will forfeit their right to be a member or to nominate a person who will become an individual member.
- 7.6 All members who were TeleSCoPE partners (including individuals nominated by those partners) are required to pay a joining fee of €600 and an annual payment of €350 (also payable at the time of joining in respect of the first year's membership). The amount of annual payment shall be reviewed on an annual basis by The Board – see 7.8.
- 7.7 New members (excepting those where 7.5 applies) shall require the support of a majority of extant members determined by a simple majority subject to a minimum of two thirds of members voting (including abstentions). All such new members shall be *bona fide* individuals or organisations of suitable standing and with significant common interests regarding e.g. people's health and well-being and the provision of telehealth and related services.
- 7.8 New members are required to pay a joining fee of €3000 and an annual payment of €1200 (also payable at the time of joining in respect of the first year's membership).
- 7.9 The annual payments for former TeleSCoPE partners or their nominated persons shall, from five years after the EEIG's incorporation (foundation), be equal to those of other members (as determined for organisations and/or individuals).
- 7.10 New members may be subject to a requirement to make appropriate declarations regarding their *bona fides*; their commitment to the objects of the EEIG; and their commitment to the European Code and its derivatives.

- 7.11 New members shall provide supportive information that is relevant to their (potential) membership.
- 7.12 The benefits of membership shall include free access to the European Code, its successors or its derivatives or linked operational and support codes – and any updates to the same; also reduced rates for participation in training or other activities organised by or in collaboration with the EEIG.
- 7.13 Members may leave the EEIG subject to 3 months prior written notice. This does not remove them from any obligation arising from shared liabilities of the EEIG.
- 7.14 Members may be expelled from membership in the event of bankruptcy, clear conflicts of interest and or serious failings in relation to their obligations to the EEIG. Such expulsion requires agreement of a minimum of three quarters of members.
- 7.15 Members may decide to establish a further category of non-voting 'associate member' and to determine their role. Such associate members or any other kind of member will not be part of The Board.
- 7.16 Members shall decide on the arrangements for the management and administration of the EEIG.

## **8. Decision Making**

- 8.1 Each member shall be a Board member and shall have one vote.
- 8.2 The Board shall elect a Chair and other officers as it sees fit.
- 8.3 The Board shall determine the duties and responsibilities of officers, managers and others. Such duties and responsibilities shall include those relating to management, administrative procedures and financial controls.
- 8.4 Members may be appointed by The Board to undertake management or administrative tasks associated with the objects of the EEIG.
- 8.5 The position of Chair and other offices of The Board shall be held for up to two years. The Chair and other officers can serve for a maximum of two consecutive terms.
- 8.6 Unless there are exceptional circumstances, officers and managers shall give three months prior notice in the event of their resignation.
- 8.7 Except for the decisions as set out in Clause 8.8, decisions made by The Board shall be by simple majority subject to a minimum of two thirds of members voting (including abstentions). In the event of a tied vote the Chair shall have an additional deciding vote.
- 8.8 Decisions which fundamentally affect the existence and operation of the EEIG require unanimous votes and are as follows:
  - 8.8.1 alteration of the objects of the EEIG;
  - 8.8.2 alteration of the number of votes allotted to each member;
  - 8.8.3 extension to the duration of the grouping;
  - 8.8.4 alteration to members' contributions to the grouping's financing;

## Telehealth Quality Group EEIG

- 8.8.5 alteration to members' obligations, unless otherwise provided by this formation contract;
  - 8.8.6 alteration to the formation contract not covered above, unless otherwise provided by this formation contract itself; and
  - 8.8.7 transfer of the official address of an EEIG to another Member State
- 8.9 Meetings of The Board can take place either in person or remotely. Two weeks advance notice of such meetings shall be given.
- 8.10 Two signatures of officers shall be required for items of expenditure of the EEIG that exceed €500. The Manager shall obtain the approval of a simple majority of members before undertaking financial transactions or entering into financial agreements which exceed €3500.
- 8.11 Annual General Meetings (AGMs) shall be held within three months of the financial year end. Four weeks notice (by an agreed method or methods) must be given in advance for an AGM to be held. Such notice shall be accompanied by the following. Financial information shall be provided in Euros with supplementary information, where appropriate, in other currencies.
- 8.11.1 Draft minutes of the previous AGM
  - 8.11.2 Draft minutes of any ensuing EGM.
  - 8.11.3 Summary annual accounts for the previous year.
  - 8.11.4 A draft budget for the ensuing year.
  - 8.11.5 A report of the EEIG's activities.
- 8.12 Other general meetings (Extra-ordinary General Meetings, EGMs) shall be held in exceptional circumstances. Two weeks advance notice (by an agreed method or methods) must be given for an EGM to be held.
- 8.13 AGMs and EGMs shall facilitate the participation in person or remotely of the members.

## 9. Key Forum

- 9.1 The EEIG shall facilitate the holding of a key forum annually by which organisations that have developed relevant operational and support codes that link to the European Code, its successors or its derivatives can liaise with members of the EEIG. This shall take place within the European Union. The EEIG shall take account of the views of such organisations when pursuing its objects.

## 10. Amendment to this Contract of Formation

- 10.1 Amendments shall be made to this contract of formation only if agreed by at three-quarters of members (including abstentions) for the following
- 10.1.1 Modification to the objects.
  - 10.1.2 Modifications to the conditions of decision-making.
  - 10.1.3 Modifications to the required financial contributions of members.



**11. Closure of the EEIG**

- 11.1 The EEIG can be closed if agreed by three-quarters of members.
- 11.2 If closure of the EEIG is for the purpose of changing the legal nature of the grouping (for instance, establishing a European Foundation) with all members joining the new entity, then existing assets and liabilities can be transferred. Any member deciding not to transfer shall be treated as a resigning member.

Ends.

## TELEHEALTH QUALITY GROUP EEIG

An EEIG (European Economic Interest Group)  
as a form of association between companies or other legal bodies, firms or individuals from  
different EU countries that need to operate together across national frontiers.

## 1. Listing of Members

The EEIG comprises the following initial members

- 1.1 Dr Malcolm J Fisk (individual), Health Design & Technology Institute, Coventry University  
Technology Park, Puna Way, Coventry CV1 2TT United Kingdom
- 1.2 Fiskh Lievens-Lanckman BVBA (corporate body - besloten vennootschap met beperkte  
aansprakelijkheid - private limited company), Waardbeekdreef 1, 1850 Grimbergen, Belgium
- 1.3 Dr Drago Rudel (individual), MKS Electronic Systems Ltd, Rozna Dolina c XVIL22b SI 1000  
Ljubljana, Slovenia.

1.1. Amended at 7/5/17  
to The Old Vicarage, Church  
Street, Fendall, Quanda Cym Taff  
Cym Taff CF43 4PT

2.2 and 2.3 Amended at 10/11/17  
to The Old Vicarage, Church Street  
Fendall, Quanda Cym Taff  
CF43 4PT

## 2. Name

- 2.1 The name of the EEIG is the Telehealth Quality Group EEIG
- 2.2 The registered office of the EEIG is at Health Design & Technology Institute, Coventry University  
Technology Park, Puna Way, Coventry CV1 2TT United Kingdom
- 2.3 The official address of the EEIG is at Health Design & Technology Institute, Coventry University  
Technology Park, Puna Way, Coventry CV1 2TT United Kingdom
- 2.4 The EEIG is registered through Companies House, Cardiff in the United Kingdom as facilitated by  
the European Economic Interest Grouping Regulations SI Great Britain 638 (1989)

## 3. Object of the EEIG

- 3.1 The EEIG derives from the European Commission funded TelesCoPE project under the Health  
Programme 2005-2013. Partners of the TelesCoPE project have, with the agreement of the  
European Commission, given their share of the IP to the EEIG
- 3.2 The object of the EEIG is to further the cooperation among its members but with the specific  
purpose of promoting high quality standards in telehealth services in the European Union and  
internationally
- 3.3 The EEIG pursues its object primarily through the ongoing development and promotion of the use  
of the European Code of Practice for Telehealth Services (the European Code) and/or its  
successors and derivatives. Ongoing development and promotion of the Code is achieved directly  
or by working collaboratively with other parties. This includes the following
  - 3.3.1 Working with extant or proposed telehealth services that wish to achieve or maintain  
appropriate standards including where appropriate, their becoming accredited or certified to  
the European Code, its successors or its derivatives
  - 3.3.2 Revising the European Code, its successors or its derivatives and, if appropriate, developing  
linked operational and support codes that relate to wider eHealth and telehealth agendas in the  
European Union and internationally

- 3.3.3 Undertaking directly or working with the body or bodies appointed by the EEIG to undertake  
inspections, assessment or audits in relation to the European Code, its successors or its  
derivatives and, if appropriate, linked operational and support codes.

- 3.3.4 Confering accreditation or facilitating such conferment on telehealth services that meet the  
requirements of the European Code or its derivatives and, if appropriate, linked operational  
and support codes

- 3.3.5 Provision of or securing the means of by which training, workforce development and related  
activities are undertaken commensurate with the object of the EEIG

- 3.3.6 Supporting a key forum for organisations that have developed relevant operational and  
support codes that link to the European Code, its successors or its derivatives

- 3.3.7 Liaising with the European Commission, government international bodies and agencies and  
other stakeholders as appropriate, in relation to the above

- 3.4 It is not the object of the EEIG to make economic profits

## 4. Duration

- 4.1 The duration of the EEIG shall be indefinite

## 5. Capital and Financial Resources

- 5.1 There is unlimited joint liability for any debts of the EEIG
- 5.2 The EEIG shall be formed with limited start-up capital provided as a grant from founder members  
(in lieu of a joining fee)
- 5.3 Income of the EEIG shall be derived through: joining and/or registration fees; payments for  
associate membership (or similar), grants, revenue relating to the assessments and inspections  
undertaken by appointed agencies whereby telehealth services can become certified or accredited  
to the European Code, its successors or its derivatives and/or linked operational and support codes,  
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start-up costs. In the event of any ensuing or longer term deficit, liability for the same shall be  
shared by members according to a formula that relates to the level of their participation and the  
recalled take up of the European Code, its successors or its derivatives and/or linked operational and  
support codes
- 5.5 Any sums contributed by members as loans shall be reimbursed when the financial position of the  
EEIG enables such reimbursement to take place
- 5.6 The Manager of the EEIG shall be required to inform members of any actual or projected deficit  
whenever such circumstances arise. Profits, when made, can be turned into reserves
- 5.7 The EEIG shall be VAT registered

## 6. Intellectual Property (IP) Rights

- 6.1 The entirety of IP rights shall be held by the EEIG.

AMENDMENTS INDICATED

- 6.2 In the event of the EEIG ceasing to operate, the assignment of the IP shall be determined by a simple majority of members (each being entitled to a single vote)
- 6.3 The IP rights of the EEIG shall be enforced by the Manager on its behalf.
- 6.4 Members of the EEIG shall decide on the manner in which the exploitation of IP rights takes place
7. **Members**
- 7.1 The EEIG shall be limited to a maximum of 12 members – either as individuals or the authorised representatives of organisations. No member can fulfil both roles. All members shall be either:  
 (i) legally constituted bodies registered or having their central administration in the European Union, or  
 (ii) be individuals who carry out professional or related services in the European Union.
- 7.2 The EEIG shall have a minimum of two members drawn from more than one Member State
- 7.3 The members of the EEIG shall constitute 'The Board'
- 7.4 Founder members of the EEIG shall comprise former partners of the TeleSCOPE project (or a nominated person – see 7.5) excepting where there is a conflict of interest. A conflict of interest arises where, for instance, an individual or organisation is closely associated with the development or promotion of a code that is not treated on a basis of equality with the European Code, its successors or its derivatives or linked operational and support codes
- 7.5 Former partners of the TeleSCOPE project are required to confirm in writing to Coventry University Enterprises Ltd their wish to become members or to nominate a person who will become an individual member within six months of the date of incorporation (foundation) of the EEIG. After 6 months, former TeleSCOPE project partners will forfeit their right to be a member or to nominate a person who will become an individual member
- 7.6 All members who were TeleSCOPE partners (including individuals nominated by those partners) are required to pay a joining fee of £600 and an annual payment of £150 (also payable at the time of joining in respect of the first year's membership). The amount of annual payment shall be reviewed on an annual basis by The Board – see 7.8
- 7.7 New members (excepting those where 7.5 applies) shall require the support of a majority of extant members determined by a simple majority subject to a minimum of two thirds of members voting (including abstentions). All such new members shall be *bona fide* individuals or organisations of suitable standing and with significant common interests regarding e.g. people's health and well being and the provision of telehealth and related services
- 7.8 New members are required to pay a joining fee of £3000 and an annual payment of £1200 (also payable at the time of joining in respect of the first year's membership)
- 7.9 The annual payments for former TeleSCOPE partners or their nominated persons shall, from five years after the EEIG's incorporation (foundation), be equal to those of other members (as determined for organisations and/or individuals).
- 7.10 New members may be subject to a requirement to make appropriate declarations regarding their *bona fides*, their commitment to the objects of the EEIG, and their commitment to the European Code and its derivatives

- 7.11 New members shall provide supportive information that is relevant to their (potential) membership
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- 7.15 Members may decide to establish a further category of non-voting 'associate member' and to determine their role. Such associate members or any other kind of member will not be part of The Board
- 7.16 Members shall decide on the arrangements for the management and administration of the EEIG
8. **Decision Making**
- 8.1 Each member shall be a Board member and shall have one vote
- 8.2 The Board shall elect a Chair and other officers as it sees fit
- 8.3 The Board shall determine the duties and responsibilities of officers, managers and others. Such duties and responsibilities shall include those relating to management, administrative procedures and financial controls
- 8.4 Members may be appointed by The Board to undertake management or administrative tasks associated with the objects of the EEIG.
- 8.5 The position of Chair and other officers of The Board shall be held for up to two years. The Chair and other officers can serve for a maximum of two consecutive terms
- 8.6 Unless there are exceptional circumstances, officers and managers shall give three months prior notice in the event of their resignation
- 8.7 Except for the decisions as set out in Clause 8.8, decisions made by The Board shall be by simple majority subject to a minimum of two thirds of members voting (including abstentions). In the event of a tie vote the Chair shall have an additional deciding vote
- 8.8 Decisions which fundamentally affect the existence and operation of the EEIG require unanimous votes and are as follows:
- 8.8.1 alteration of the objects of the EEIG;
- 8.8.2 alteration of the number of votes allocated to each member;
- 8.8.3 extension to the duration of the grouping;
- 8.8.4 alteration to members' contributions to the grouping's financing.

- 8.8.5 Alteration to or to members obligations, unless otherwise provided by this formation contract,
- 8.8.6 Alteration to the formation contract not covered above, unless otherwise provided by this formation contract itself, and
- 8.8.7 Transfer of the official address of an EEIG to another Member State
- 8.9 Meetings of The Board can take place either in person or remotely. Two weeks advance notice of such meetings shall be given.
- 8.10 Two's signatures of officers shall be required for items of expenditure of the EEIG that exceed €500. The Manager shall obtain the approval of a simple majority of members before undertaking financial transactions or entering into financial agreements which exceed €3500.
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- 8.11.4 A draft budget for the ensuing year
- 8.11.5 A report of the EEIG's activities
- 8.12 Other general meetings (Extra-ordinary General Meetings, EGMs) shall be held in exceptional circumstances. Two weeks advance notice (by an agreed method or methods) must be given for an EGM to be held.
- 8.13 AGMs and EGMs shall facilitate the participation in person or remotely of the members.

## 9. Key Forum

- 9.1 The EEIG shall facilitate the holding of a key forum annually by which organisations that have developed relevant operational and support codes that link to the European Code, its successors or its derivatives can liaise with members of the EEIG. This shall take place within the European Union. The EEIG shall take account of the views of such organisations when pursuing its objects.

## 10. Amendment to this Contract of Formation

- 10.1 Amendments shall be made to this contract of formation only if agreed by at three-quarters of members (including absences) for the following
- 10.1.1 Modification to the objects
- 10.1.2 Modifications to the conditions of decision-making
- 10.1.3 Modifications to the required financial contributions of members

## 11. Closure of the EEIG

- 11.1 The EEIG can be closed if agreed by three-quarters of members
- 11.2 If closure of the EEIG is for the purpose of changing the legal nature of the grouping (for instance, establishing a European Foundation) with all members joining the new entity, then existing assets and liabilities can be transferred. Any member deciding not to transfer shall be treated as a resigning member.

Ends