

Statutes of the STA



Smart Ticketing Alliance
Brussels, 11th of May 2015

Table of Contents

Article 1 Name and Seat, Offices	4
Article 2 Definitions	4
Article 3 Objectives	5
Article 4 Funds	6
Article 5 Members	6
Article 6 Termination of a Member's Membership	8
Article 7 Bodies of the Association	9
Article 8 General Meetings	9
Article 9 Proceedings at General Meetings	10
Article 10 Action by Written Resolution	10
Article 11 Votes	11
Article 12 Powers of the General Meeting	11
Article 13 Constitution of the Board and meetings	12
Article 14 Powers and Duties of the Board and Secretary	14
Article 15 Powers of Legal Representation	15
Article 16 Financial Year, Annual Accounts and Report	15
Article 17 Auditor	15
Article 18 Financial Matters	16
Article 19 Confidential Information and IPR	16
Article 20 Notices	17
Article 21 Amendment of the Articles	17
Article 22 Dissolution/Liquidation	18
Article 23 Regulations	18
Article 24 Language	18
Article 25 Governing Law- Disputes	18
Article 26 Miscellaneous	19

Preamble

- In Europe several standards for eTicketing in Public Transport are in use and/or in development
- These standards covers larger regions and/or complete countries
- The way in which the use of standards has been organized in the several European countries differs
- The importance of cross border traffic between schemes with different standards in public transport is growing
- The EU-policy sets cross border traffic between European states in focus
- There is a need for (further) cooperation between schemeholders in Europe in order to realise a form of interoperability. (Scheme providers are b-to-b organisations which are responsible for the technical dimensions of an eTicketscheme)
- Interoperability is the ability of making systems and organizations work together
- Scheme providers covers preferred a whole country or at least a larger region
- A cooperation of such schemeholders should be a not for profit distributing organisation
- The cooperation will provide open and free available specifications in the scope of STA
- The invest in eTicketing equipment already done in the several countries is large and has to be respected when cross border solutions are to be developed

The undersigned (Founding Fathers)

- AFIMB, Agence Française pour l'information Multimodale et la Billettique, DGITM. Ministère de l'écologie, du développement durable et de l'énergie. Tour Sequoia, 92 055 La Défense Cedex , represented by its Director Bernard Schwob;
- CNA, Rue Royale, 76, B 1000 Brussels Belgium, represented by Philippe Vappereau;
- ITSO Limited, Delta Avenue, Rooksley, Milton Keynes, MK13 8LW, United Kingdom, represented by David Michael Hallisey
- VDV eTicket Service GmbH & Co. KG, Hohenzollernring 103, 50672 Köln, represented by its managing director Jozef Antonius Lambertus Janssen;

agree to incorporate an association and adopt the following the Statutes

Article 1 Name and Seat, Offices, Duration

1.1 The present articles of association (the "Articles") shall govern a body incorporated as an international non-profit association under Belgian law (AISBL) as per the provisions of Title III of the Act of 27th June 1921.

The name of the association is "Smart Ticketing Alliance" (hereafter referred to as << the STA >> or the "Association"). All documents, invoices, announcements or publications emanating from the Association shall mention its name preceded or followed immediately by the words "*association internationale sans but lucratif*" in French or "*internationale vereniging zonder winstoogmerk*" in Dutch or the abbreviation "AISBL" or "IVZW", as well as the address of its registered office.

1.2 The seat of the STA is at Brussels, Rue Sainte Marie, 6, 1080 BRUXELLES, Belgium. The Board may transfer the registered office to another location in the Brussels Capital Region by a simple decision. A transfer of the registered office to another address in Belgium outside the Brussels Capital Region shall require a decision of the General Assembly. The decision to move the registered office shall be published in the Annexes to the Belgian Official Journal. The decision of the Board to move the registered office of the Association within the Brussels Capital Region shall not be considered an amendment to the Articles and shall not require a decision of the General Assembly. In this case, the Board will be allowed to draft the coordinated version of the Articles of Association and proceed to the legally required publication formalities.

1.3 The Association may have offices or branches in other countries.

1.4 The Association is established for an unlimited duration.

Article 2 Definitions

2.1 In these Articles:

Act	Shall have the meaning set forth in Article 1.1;
Affiliate	Means any entity which directly or indirectly controls a Member or is controlled by a Member or is controlled by the same entity as a Member, and for this purpose "control" means the possession by an entity, directly or indirectly, of the power to direct or cause the direction of the management and policies of another entity without needing the consent of any other entity, whether through the ownership of shares or other securities carrying the right to vote, through the composition of the board of directions of such other entity, by contract or otherwise;
Budget	Means the annual budget of the STA as described in these Articles;
Board	Means the Board of the STA as established and constituted in accordance with Article 12;
Chair person	Means the Chair person of the Board and who can also act as Chair person of STA;
Confidential Information	Means all information of the STA, a Member, an Associate Member, a Rapporteur or a third party, including without limitation, information relating to the research, development, business plans, marketing, operations,

	finances, personal data of any such party, which is disclosed directly or indirectly to the STA, Member, Associate Member or Rapporteur in the course of any activities relating to the STA, whether in writing (physically or electronically) or orally, and which is designated as proprietary or confidential or which, under the circumstances, should reasonably be considered confidential. Confidential information shall include information created by Groups and Projects unless expressly identified as unrestricted;
Vice Chair person	Means a Vice Chair person of the Board and of the STA;
Dues	Means dues which must be paid to the STA by the Full and Associated Members, as determined by the Board from time to time;
General Meeting	Means the directional body composed of all Full Members of the STA and whose meetings must be held in accordance with the Statutes and/or Regulations and having the powers set forth in Article 11 ;
Member(s)	Means collectively the Full Members and the Associate Members and, individually, an organisation belonging to either category;
Permanent Reference Document	Means a document adopted by the STA as such and listed as such by the Secretariat on the list of Permanent Reference Documents;
Regulations	Means the internal regulations of the STA, which complete these Articles, as adopted by the General Meeting and communicated to the Members;
Secretariat	Means the secretariat of the STA. This position can be fulfilled by any person or institution chosen by the Board.
Treasurer	Means a member of the STA board who is responsible for financial matters
Working Group	Shall have the meaning set forth in Article 14.4.

2.2 Reference to „written“ or „in writing“ shall, unless otherwise specified, be construed as including references to printing (fax, telex, photocopy), electronic mail and any other modes of representing or reproducing words in a visible and legible form.

2.3 Unless otherwise specified, words or expressions contained in these Articles shall bear the same meaning as in the Act as amended from time to time.

2.4 References to any gender shall include the other and words in the singular include the plural and vice versa.

Article 3 Objectives

3.1 The STA is a non-profit distributing organisation and shall have the following objective:

Promote and facilitate cooperation between national and regional Smart Ticketing schemes to establish interoperable "Smart Ticketing" in Europe and elsewhere.

3.2 In pursuit of this objective, the STA shall, in particular (but not only), carry out the following activities:

3.2.1 Develop, establish, agree and publish the functional and technical requirements for smart ticketing interoperability

3.2.2 Pursue the establishment of trust schemes, specifications and certification for seamless travel between schemes with different standards

3.2.3 Cooperate with other European and international bodies to promote interoperability in Smart Ticketing

3.2.4 The taking of such other actions as may be necessary, suitable or proper for the accomplishment of the foregoing objectives. To that effect, STA shall have the right to develop, lend its support to, or take an interest in, alone or in collaboration with third parties, directly or indirectly, all activities related, directly or indirectly, to its purpose or that would foster directly or indirectly the accomplishment of its purpose.

Article 4 Funds

4.1 The funds of the STA shall consist of, among other things, dues paid by Members, grants, gifts and other sources of income.

4.2 The income and property of the STA, wherever derived, shall be applied solely for the promotion of the objectives of the STA as set forth in these Articles and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the STA, provided that nothing herein shall prevent the payment, in good faith, or reasonable and proper remuneration to and/or reimbursement of expenses incurred by any officer or servant of the STA or Member in respect to the performance of duties on behalf of or the benefit of the STA.

Article 5 Members

5.1 The STA has two categories of Membership: Full Members and Associate Members. The Association will have at least two Full Members at all times.

5.2 Full Members

5.2.1 Subject to Article 5.4 hereof, full membership is open to:

5.2.1.1 national or international organisations (“scheme providers”) for ticketing;

5.2.1.2 regional organisations for ticketing which include more than 2 Public Transport Authorities and provided no national organisation is present in and is responsible for that region or;

5.2.1.3 groups of Public Transport Authorities/Public Transport Operators counting more than two of each category, provided no regional or national organisation is present as member of the STA.

5.2.2 Without prejudice to other rights set out in these Articles, the Regulations, the decisions of the General Meeting or the Act, the Full Members have the right to

participate in the General Meetings' meetings, with the right to speak and vote on any issues submitted to the General Meeting, to elect and be elected for the bodies of the Association (as the case may be, through their representatives), to examine the accounts, documents and books concerning the activities of the Association.

5.3 Associate Members

5.3.1 Subject to Article 5.4 hereof, Associate Membership is open to companies and organisations [active in the area of "smart ticketing" for transportation services], provided they are accepted by the Board and commit to comply with these Articles, the Regulations, the decisions of the Association's bodies and the Act.

5.3.2 Associated Members may participate in Working Groups. Associated Members shall be allowed to attend meetings of the General Meeting as observers but shall have no voting rights. The rights of Full Members described in the Act do not apply to Associate Members. The rights and obligations of Associate Members may be amended without their consent.

5.4 Request for Membership shall be made in writing and addressed at the address of the Association to the Board and in accordance with the instructions and guidelines published on the STA's website. The application shall include:

- a. the name and address of the applicant;
- b. a declaration related to the desired type of membership (Full Member or Associate Member);
- c. a declaration that the applicant will fully accept and comply with the Articles, the Regulations and the decisions of the Association's bodies.

The Board has the right to refuse membership discretionarily and without having to justify its decision. The Board shall notify the applicant in writing (by post, fax or email or any other means of communication) of the decision within thirty calendar days after such decision is adopted. The membership shall be effective at the date of the Board's decision.

5.5 All Members shall have the following obligations:

5.5.1 foster the objectives of the Association and take part in the activities necessary to carry out the purpose of the Association as applicable;

5.5.2 pay the applicable Dues when due and payable;

5.5.3 comply with the Articles, the Regulations, the decisions of the Association's bodies and the Act.

Article 6 Termination of a Member's Membership

A Member's membership shall terminate in the circumstances and subject to the conditions set out hereafter:

6.1 Any Member may resign from the STA at any time by giving written notice by registered letter addressed to the Board of Directors. Resignation of a Member may take effect only at the end of a financial year and with due observance of a term of notice of at least four weeks.

6.2 Any member who (i) no longer meets the requirements for membership laid down in the Articles, (ii) fails to fulfil its obligations towards the STA (including, for the avoidance of doubt, the obligation to comply with the Articles, the Regulation, decisions of the STA's bodies and the Act), (iii) fails to pay its Dues within 15 days of a formal notice to do so, or (iv) acts in a manner which is damaging to the interests of the Association, may be expelled by a decision of the Board in accordance with Article 6.3 below.

6.3 Expulsion shall be subject to a decision of the Board upon a qualified majority of 2/3 of of the votes cast provided 2/3 of the members of the Board are present or represented.

Prior to the decision, the Member, whose membership is to be terminated, shall have the opportunity to communicate its views about the envisaged expulsion either by oral or by written statement to the Board. The concerned Member shall be notified by registered post at least 15 calendar days in advance of the meeting of the Board of the intention to expell it and the reasons for doing so.

The expulsion decision sets forth the grounds on which the expulsion is based but, apart from this, the decision does not need to be justified and is final.

The expulsion shall be effective (i.e. the Member shall lose all rights associated with the membership of the STA) as of the date of the decision of the Board and the expulsion must be notified to the Member concerned by registered letter within fifteen calendar days.

6.4 In the event of termination of membership for whatever reason:

6.4.1 A Member shall be obliged to pay to the STA all Dues which are due, or will become due in/for the year in which the membership terminated; and:

6.4.2 A Member shall not be entitled to damages in respect of any loss or damage caused to it by such termination.

6.4.3 A Member whose membership has been terminated may apply for membership again in accordance with Article 5.4 above upon rectification of the issue that caused the termination, if such issue can be rectified.

Article 7 Bodies of the Association

7.1 The bodies of the Association are:

- the General Meeting;
- the Board.

7.2 Upon a decision by the Board, the organisational structure of the Association may further include:

- Working Groups;
- a secretary (the "Secretary") and staff to support the Board in its tasks.

Article 8 General Meetings

8.1 The General Meeting is composed of all Full Members. A General Meeting shall be convened at such time and place as the Board may in its discretion elect and at least once a year. The convening letter, containing the agenda and all relevant information, shall be addressed to each Member and Associated Members, in accordance with Article 20 at least 30 days prior to the Meeting. The place and time will be determined by the Board.

At the discretion of the Board and except as regards the approval of the annual account, the General Meeting may elect to decide on business of the STA by written resolutions adopted in accordance with these Articles and the Regulations or by tele- or videoconference held in accordance with these Articles and the Regulations.

8.2 The Board shall convene a General Meeting on request of not less than one-tenth of the Full Members or on request of any founding Full Member(s).

8.3 Full Members and Associate Members have the right to attend General Meetings. Members must be represented at the General Meeting by a natural person duly authorized to that end, as satisfactorily evidenced in writing. In the notice calling the meeting, the Board may require that a representative participating in a General Meeting be of a specified executive level. A written authority of representation may be either for (i) a specified meeting or meetings or period of time; or (ii) for all meetings until such time as it is revoked.

A Member may authorise another Member to represent him at a General Meeting by way of a proxy. In addition to its own capacity to represent a Member under that Member's own rules, a representative may represent maximum one other Member.

8.4 Any Member may raise in writing addressed to the Chair person of the Board and sent at the latest fifteen (15) calendar days before the meeting any STA related issue to be included in the agenda before any General Meeting.

Article 9 Proceedings at General Meetings

9.1 No business, belonging to the powers of the General Meeting, shall be transacted at any General Meeting unless it is quorate. Unless otherwise provided by these Articles, a General Meeting shall be quorate when more than one third of the Full Members are present (through their authorised representative) or represented (by another Member acting on the basis of a power of attorney). When this quorum is not reached, a new meeting of the General Meeting must be called in accordance with Article 8.

9.2 Unless otherwise provided by these Articles, all resolutions of the Members at General meetings shall be adopted by a simple majority of the votes cast (which must include the votes of three founding Full Members).

9.3 The General Meeting may not deliberate about items which are not included in the agenda unless with the unanimous agreement of all Members present or represented.

9.4 Minutes of the General Meeting, in particular the decisions taken, will be established by the Secretary and signed by the Chair person. Copy of the minutes shall be at the disposal of and will be sent to the Members upon written request.

Article 10 Action by Written Resolution

Decisions required or permitted to be taken at a General Meeting may be taken without a physical General Meeting being held if the decision is approved by a written resolution of the Members (communicated to the Members by post, fax or email or any other means of communication) and signed by all Full Members, in a voting process set out in the Regulations. The decisions taken by written resolutions are considered to be taken at the registered office of the STA and shall come into force on the date mentioned in the written resolutions.

Article 11 Votes

11.1 The founding Full Members have one vote each.

11.2 Non-founding Full Members have one vote each. In the situation that there are more than one non-founding Full Member from one country, these members will have in total together one vote.

11.3 Associate Members have no vote.

11.4 Article 9.2 and Article 10.2 can only be amended subject to a specific quorum requirement of at least two thirds of the voting rights present or represented and shall require unanimity of the voting cast.

11.5 For all decisions of the General Meeting:

11.5.1 Abstentions shall not be taken into account and, in the case of a written vote, blank and mutilated votes will not be counted in the votes cast;

11.5.2 All votes will be taken by a show of hands, unless the person chairing the meeting or a Full Member requests a written vote (secret ballot) or provides for an alternate method of voting such as voice vote by telephone;

11.5.3 Minority positions will be reflected in the minutes upon request only;

11.5.4 The Chair person has a casting vote in case of a tied vote.

11.5.6 The resolutions passed at the meetings of General Meeting or adopted in writing shall be binding on all Members, including those absent or dissenting.

Article 12 Powers of the General Meeting

12.1 The General Meeting shall have the following powers:

12.1.1 The Appointment of the members of the Board;

12.1.2 The approval of the annual accounts and the adoption of a budget upon proposal of the Board;

12.1.3 The approval of any change in the formula for Dues or the amount of Dues per vote, in each case that results in an increase in Dues to Operator Members;

12.1.4 The dismissal of the Chair person and of individual members of the Board;

12.1.5 The dissolution of the STA; and

12.1.6 The amendment of the Articles and the adoption of the Regulations upon proposal by the Board.

12.2 Resolutions relating to Articles 12.1.4 to 12.1.6 may only be adopted by a qualified majority of not less than 2/3 of the votes cast.

Article 13 Constitution of the Board and meetings

13.1 There shall be a Board consisting of 5 natural persons as a minimum and 7 natural persons as a maximum, 4 of which shall, in any event, be appointed upon proposal of the founding Full Members and the remaining of which shall be elected among a list of candidates proposed by the other Full Members. The members of the Board shall be appointed for a renewable term of three years. Unless specifically decided otherwise by the General Meeting, the mandate of a member of the Board is not remunerated.

13.2 The Board shall appoint yearly the Chair person, the Vice Chairmen and the Treasurer from amongst the members of the Board.

13.3 The entitlement of a Full Member to propose candidates to sit on the Board shall cease:

13.3.1 Upon notice in writing from a Full Member that it no longer wishes to be represented on the Board; or

13.3.2 Upon the relevant Full Member ceasing to be a Member of the STA by any resignation or expulsion.

13.4 A member of the Board shall automatically cease to be such:

13.4.1 Where the Member that proposed him for the appointment as Board member loses its entitlement to representation on the Board in accordance with Article 12.5;

13.4.2 Where the General Meeting determines that (i) the individual representative no longer fulfils the eligibility requirements; (ii) the individual representative is expelled from the Board as a result of a violation of the Articles, the Regulations, decision of the Association's bodies, the Act or the applicable laws in general; or (iii) without cause, upon proposal supported by 2/3 of the votes cast in a decision of the Board;

13.4.3 Upon resignation of the individual representative from the Board; or

13.4.4 By termination of the employment contract or other relevant legal relationship between the Board member and the Member by which his/her appointment was proposed.

13.5 In the event that a vacancy occurs (including as a result of a resignation), a new member of the Board may be appointed by the Board in accordance with the Regulations and in compliance with the rules regarding the proposal of Board members set out in Article 13.1 above. The new member of the Board shall perform the mandate for the time remaining of the term of the replaced member of the Board. Such vacancy shall be filled as soon as possible and meanwhile the Board shall continue to be properly constituted in accordance to these Articles.

13.6 The Board shall meet at least three times a year and whenever deemed necessary or requested by at least half of the Board members. The meetings shall be convened by the Chair person by a notice providing the agenda of the meeting as well as the time and the place of the meeting (if the meeting is in person) to all Board members with a notice period of at least 14 calendar days, unless such convocation period is waived by unanimous agreement of all Board members.

The Secretary shall be invited to the meetings of the Board without voting rights.

13.7 Decisions of the Board shall be taken during duly convened meetings. These meetings can be either in person or by telephone or video conference.

13.8 The meetings of the Board are chaired by the Chair person or, in his/her absence, by a Vice Chair person, as elected by the Board.

13.9 Decisions may only be adopted in a meeting or other procedure in which at least two thirds of the Board members take part. Each Board member has one vote. Decisions of the Board shall be taken by a simple majority (50% +1) of the votes cast.

13.10 For all decisions of the Board:

13.10.1 Abstentions shall not be taken into account and, in the case of a written vote, blank and mutilated votes will not be counted in the votes cast;

13.10.2 All votes will be taken by a show of hands, unless the person chairing the meeting or a Board member requests a written vote (secret ballot) or provides for an alternate method of voting such as voice vote by telephone or by electronic communications;

13.10.3 In the case of a tied vote (or in the case of a draw for written vote), the person chairing the meeting will have a casting vote.

13.11 Items which are not on the agenda may not be discussed unless all members of the Board are present or duly represented and there is unanimous decision of the Board members to discuss such items.

13.12 The decisions taken by the Board shall be recorded in minutes, which are signed by the chairperson of the meeting and sent out to each Board member. The minutes are also kept in a register, at the disposal of the Board members, at the registered office of the Association. The extracts or copies of the minutes are signed by the Secretary or by any two Board members. The Members shall be entitled to consult the records at any time, or request that copies are sent at first request.

13.13 Decisions may also be taken by written resolutions (communicated to the members of the Board by post, fax or email or any other means of communication), by conference call or by videoconference. Decisions taken by written resolutions, conference call or videoconference are deemed to take place at the registered office of the Association. Decisions taken by written

resolutions are deemed to come into force on the date mentioned on the letter. Decisions taken by conference call or videoconference are deemed to come into force on the date of the meeting.

13.14 Further details concerning the meetings of the Board are provided in the Regulations.

Article 14 Powers and Duties of the Board and Secretary

14.1 All powers other than those of the General Meeting listed in these Articles shall vest in the Board unless otherwise delegated by virtue of these Articles to any other body or person or by the Board from time to time.

14.2 The Board shall be accountable to the General Meeting and shall keep the Members appropriately informed as to its activities. The Board shall be charged with the management of the STA in all its affairs, subject to the limitations of the law and these Articles, and shall have the authority to perform all legal acts which are within the STA's objectives. While retaining its responsibilities to the Members, the Board shall have the right of delegation with respect to its powers and duties to any body or person as it decides.

14.3 Role and Responsibilities of the Secretary:

14.3.1 The Board may, under its supervision, delegate specific tasks as set out in a specific power of attorney to the Secretary, which may be a natural person or a legal entity. The Secretary may not be appointed from amongst the members of the Board.

14.3.2 The Board shall have the right to appoint and replace the Secretary from time to time in accordance with these Articles and the Regulations. The appointment and resignation of the Secretary is published in accordance with the provisions of the Act.

14.3.4 The Secretary shall be entitled to be convened and attend all meetings of the Board. He/she may express his/her opinion but may not cast a vote.

14.3.5 In the fulfilment of its tasks, the Secretary may be supported by staff (secretariat) managed by the Secretary within the limits of his powers. Secretariat functions may also be performed by a third party, as may be decided by the Board. The staff of the secretariat may attend the meetings of the bodies of the Association and support the organisation of meetings under the supervision of the Board.

14.4 Upon decision of the Board and under its responsibility, committees or working groups may be formed with an advisory role on specific issues ("**Working Groups**"). The composition and operation of the Working Groups are set forth in the Regulations.

Article 15 Powers of Legal Representation

15.1 Without prejudice to the Board's powers pursuant to Article 14, the STA shall be legally represented towards third parties and in court by the following persons who shall not be obliged to offer proof to third parties of a prior decision of the Board:

15.1.1 By the Chair person acting alone:

15.1.2 By two members of the Board, acting jointly;

15.1.3 By the Secretary of the STA and such other authorised signatories as a may be appointed by the Board within the limits of their respective power-of-attorney

Article 16 Financial Year, Annual Accounts and Report

16.1 The financial year of the Association shall commence on 1 January and end on 31 December of each year.

16.2 Each year, within six months after the end of a financial year, the Board shall establish:

- the financial statements in accordance with article 53 of the Act of 27 June 1921;
- the budget for following year;
- an annual report on the course of business of the STA, which shall include, but not be limited to, a report in the general business affairs of the STA and the financial statements of the STA for the preceding financial year, audited in accordance such standards as may be determined by the Board and in accordance with the law.

16.3 The financial statements and the budget shall be submitted for approval to the General Meeting in accordance with Article 12.1.2 above, together with the annual report and, if applicable, the auditor's report.

Article 17 Auditor

17.1 When required by law, the audit of the financial situation, the annual accounts and the verification that the transactions set out in the annual accounts comply with the legal requirements or the Articles shall be entrusted to one or several auditors, appointed amongst the members of the Institute of Auditors ("*Instituut der Bedrijfsrevisoren*")/ ("*Institut des Reviseurs d'entreprises*"). The General Meeting shall appoint the auditor.

17.2 The auditor shall produce a report on his audit examination to be submitted to the General Meeting ahead of the meeting convened to approve the financial statements in accordance with Article 12.1.2 above.

Article 18 Financial Matters

18.1 All financial transactions of the STA shall be carried out in accordance with financial procedures adopted by the Board.

18.2 The liabilities and obligations of the STA may be enforced against its assets only, and no Member shall have any individual liability for any liabilities or obligations of the STA. A Member's liability vis-a-vis the STA is limited to the payment of its dues.

18.3 Subject to the Regulations, all expenditures outside the approved annual budget shall be referred in advance for approval to the Board or an appropriate committee or subcommittee thereof.

Article 19 Confidential Information and IPR

19.1 Each of the Members and the STA acknowledges that it will receive Confidential Information from the others in the course of the activities of the STA. Each party shall keep in confidence and trust all such Confidential Information and will make no use of any Confidential Information except as is necessary for the purpose for which it was disclosed ("the Purpose").

19.2 Each party shall disclose the other party's Confidential Information only to its officers, employees, contractors, consultants, other Members and the STA with a need to know for the Purpose and who have entered into confidentiality agreements sufficient to prohibit further unauthorised- use or disclosure by such persons of the Confidential Information.

19.3 Notwithstanding the foregoing the Members will comply with the restrictions imposed by an STA's document Classification system for the STA's own documents. Each recipient shall use the same measures to protect the disclosing party's Confidential Information as it uses to protect its own most sensitive Information, but this shall be no less than the use of reasonable care.

19.4 Information shall not be deemed Confidential Information and no obligation concerning the use or disclosure of such shall attach to any Information, which: (a) is or becomes publicly known through no fault of the recipient; (b) is or becomes known to the recipient from a third party source other than the disclosing party without duties of confidentiality attached and without breach of any agreement between the disclosing party and such third party; (c) furnished to others by the disclosing party without restriction on disclosure; or (d) was independently developed by the recipient without the benefit of the Confidential Information.

19.5 Intellectual Property Rights (IPR): All existing IPR related to work within the STA frame, need to be stated clearly (possibly in written form) by the IPR holders before the start of the works. Further aspects related to IPR will be set out in the Regulations.

Article 20 Notices

20.1 A notice served by the Board, or any other person to any Member pursuant to these Articles, shall be in writing and may be given by the STA to any Member either personally or by sending it by post or by sending it by facsimile or by sending it by electronic mail to the Member's registered address: or principal place of business or email contact address as last notified to the Secretary, unless otherwise provided by these Articles.

20.2 A notice served by any Member or person to the Board as a whole, shall be in writing and may be given either personally or by sending it by post or by sending it by facsimile or by sending it by electronic mail to the address of the STA, unless otherwise provided for by these Articles.

20.3 A notice served to a member of the Board shall be in writing and may be given either personally, by post, by facsimile or by electronic mail to the address communicated by that member of the Board to the Secretariat.

20.4 Where a notice is sent, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 10 days after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post. Where notice is served by facsimile or by electronic mail it shall be deemed to have been received on the working day following the day on which it was transmitted.

20.5 Notices of every General Meeting shall be given in any manner set out in this Article to:

20.5.1 Every Member; and

20.5.2 The members of the Board and committees of the Board, as declared by the board.

Article 21 Amendment of the Articles

21.1 Unless otherwise provided for in these Articles and to the fullest extent permitted by law, these Articles shall be amended only by a resolution of the General Meeting or by written resolution in accordance with these Articles (art. 10.1) subject to a specific quorum requirement of at least two-thirds of the voting rights present or represented and a qualified majority of at least 2/3 of the votes cast. Motions proposing amendments to the Articles shall not be voted on unless these are attached to the notice calling the meeting.

21.2 Unless otherwise provided for, an amendment to the Articles shall become effective immediately upon the passing of a resolution to that effect.

21.3 Where any changes have been made to the Articles in accordance with Article 21.1, any corresponding changes to the Regulations necessitated by such changes to the Articles and which are

merely editorial in nature may be made by the Board without the need for approval by the General Meeting.

Article 22 Dissolution/Liquidation

22.1 Without prejudice to any mandatory provisions of the Belgian law as may be in force at the relevant time, the STA may be dissolved by a decision of the General Assembly subject to the quorum and majority requirements set out in Article 21.1. The Board shall be entrusted with the liquidation of the Association, unless the General Meeting decides otherwise.

22.2 In the case of liquidation or annulment of the Association or the discontinuation of its non-profit purposes, the Board will decide on the allocation of the remaining assets of the Association to a non-profit purpose in accordance with the Act.

Article 23 Regulations

23.1 The Board may modify or amend the Regulations on any matters for which it is empowered.

23.2 A copy of new or revised Regulations shall be made available to the Members.

23.3 The Regulations shall not be contrary to the Articles. In the event of a conflict between the Articles and the Regulations, the Articles shall prevail.

Article 24 Language

24.1 These Articles shall be written in the French and English languages. The language used for the official documents and relations with Belgian authorities shall be French. In case of dispute relating to the Articles between Members, the official published French version shall prevail. Towards third parties, the official published French version is the only relevant version.

24.2 English shall be the working language of the STA and all Permanent Reference Documents shall be in the English language as far as no other language is prescribed by law. When the original version of a STA document is not in English a translation into English language shall be made available by the STA to its Members.

Article 25 Governing Law- Disputes

25.1 These Articles, the Regulations and/or any decision of the Association's bodies shall be governed by the laws of Belgium.

25.2 All disputes arising in connection with these Articles, Regulations and/or any decision of the Association's bodies shall first be submitted to mediation in accordance with the Rules of the International Chamber of Commerce by a mediator. The place of mediation shall be Brussels. The mediation procedure shall be conducted in the English language.

25.3 If the parties are unable to resolve such dispute within [30] calendar days of its referral to the mediator under Article 25.2, then the dispute shall be submitted to the courts of the judicial district of Brussels.

Article 26 Miscellaneous

26.1 Each Member acknowledges and agrees that the STA, its Secretariat, consultants engaged from time to time by the STA, Members, the members of the Board and the members of Working Groups (together, "Participant(s)") shall be immune from all liability in respect of any loss or damage suffered by a Member in reliance on any advice or information in whatever form, published or given by such Participant(s) to other Participant(s).

26.2 Notwithstanding the foregoing, such immunity shall not apply to any advice or information where (i) the applicable provisions of the documentation expressly exclude such immunity; or (ii) is clearly and objectively evident from the circumstances that the Participant rendering the advice or information knows and intends that the other Participants would rely on such information or advice and that such reliance was justifiable under the circumstances.