



Articles of the
The contract establishing

IGROW

Integrated Technologies and Services for Sustainable Growth
European Economic Interest Grouping (EEIG)
Invent DCU, Dublin City University, Glasnevin, Dublin 9, Ireland

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Annex 1. Membership Agreement

INTERPRETATION

The term "Sustainable Growth" refers to the preservation and development of utilities and resources of vital importance to the economy and life. Examples of considered utilities and resources include but are not limited to water, energy, environment, etc.

The term "Regulation" shall mean Council Regulation (EEC) No. 2137/85 of July 25, 1985 on the European Economic Interest Grouping (EEIG).

The term "Grouping" shall mean "Integrated Technologies and Services for Sustainable Growth EEIG".

PART I. FORMATION AND REGISTRATION

Article 1. Name

The name of the Grouping is "Integrated Technologies and Services for Sustainable Growth EEIG" (sometimes abbreviated as "IGROW").

Article 2. Official address

The official address of the Grouping is Invent DCU, Dublin City University, Glasnevin, Dublin 9, Ireland

Article 3. Duration

The grouping is set up with indefinite duration.

Article 4. Fields of interest

The Grouping is active in the field of Integrated Technologies and Services for Sustainable Growth.

Fields of interest of the Grouping include but are not limited to:

- F1.** Information and Communication Technologies for sustainable growth
- F2.** Technology ethics (Trust and Security)
- F3.** Governance
- F4.** Innovation
- F5.** Sustainable growth thematic areas (finance, economy, water, energy, environment, other)

Article 5. Aims and objectives

The Grouping will be non-profit making and will exist only to facilitate and develop the economic activities of its Members to enable them to achieve their aims.

It will play an auxiliary role in that its own activities will be directed towards promoting the activities of its Members and will not be a substitute for these.

The Grouping's aim is to develop an integrated suite of technologies and services for sustainable growth.

Objectives of the grouping are:

O1. to represent the common interest of the Members in relation with the European Community and with other national and international authorities

O2. to capitalise on Members expertise to develop an integrated suite of technologies and services addressing the sustainable growth challenge at European and International levels;

O3. to represent its Members in dealing with other scientific, educational or professional association groups or societies.

Article 6. Activities

The grouping shall offer various services to its members including:

S1. Newsletter reporting breakthrough activities of the grouping and covering topics high on the agenda of the EU; a summary of the on-going calls for proposals from the EU relevant to members; news from the EU including forthcoming events; .

S2. Networking including the Organization of meetings and events and the deployment of latest social media technologies to facilitate interaction between members and the wider community;

S3. Promotion of the activities of members through various dissemination channels: publications (books, journals, brochures, etc.), e-publications (publications in various digital formats CD, DVD, e-books, etc.)

S4. Raising awareness of the various funding opportunities supporting sustainable growth.

Activities of the grouping shall include:

A1. Research and Development R&D in the area of sustainable growth

A2. Analysis of market needs for sustainable growth

A3. Editorial activities (dissemination materials in digital and non digital format promoting the outcome of the activities of the grouping)

A4. Event management and organization (workshop, conferences, training);

A5. Competition for funding supporting sustainable growth at the EU and international research and development agenda

A6. Supporting interoperability and complementarities of the role of members to develop an integrated suite of technologies and services for sustainable growth

The Grouping shall not interfere in the activities of its Members.

The results of all research activities funded by the Grouping are public. The Steering Committee may unanimously decide otherwise if the protection or other exploitation of the results requires confidentiality or if the results include trade or commercial secrets.

If the results are utilised, due acknowledgements have to be undertaken in all publications.

The members are jointly entitled to the intellectual property rights (copyright, patents, registered designs, brand symbols and similar rights) that have been granted to the Grouping .

Article 7. Contractual capacity

The Grouping may enter into any contract which it considers necessary in furtherance of its objectives.

Article 8. Dissolution

In the event of the winding up of the Grouping the Membership will nominate one or more liquidators, and determine their powers.

Any money outstanding after liquidation and after payment of all debts shall be shared out according to the wishes of the Members.

PART II. STRUCTURE AND ORGANS

Article 9. Organs

The Grouping consists of the following organs:

- the General Assembly of Members
- the Manager (President)
- Vice President (may act as interim manager when needed)

Article 10. Structure

The structure of the grouping consists of:

- **Management**
- **Thematic Workgroups:** each thematic workgroup focuses on one of the fields of interest identified in Article 4. A member can participate in one or more thematic workgroup depending on the expertise of the member.
- **Steering committee** (Thematic Workgroup leaders)

PART III. Members

Article 11. Number of members

The maximum number of members of the Grouping shall not exceed 20 members.

This maximum limit complies with Irish Statute Book Statutory Instruments S.I. No. 191/1989 — European Communities (European Economic Interest Groupings) Regulations, 1989, stating that "No grouping consisting of more than 20 members shall be registered in the State".

This maximum limit of number of members excludes associated members and observers as defined in Article 12.

Article 12. Forms of membership

The Grouping offers various forms of membership:

General members: are individuals, public or private national or international organisations - which may be resident within the EU.

Associated members: The Grouping can accept associated members – public or private national or international organisations - which may be resident within the EU as well as in third countries.

Observers: The Grouping can also accept observers who can be admitted without the right to vote.

Type of membership could be “**Gold**” or “**Silver**” depending on the level of commitment and involvement of the member in the various activities of the grouping.

Article 13. Admission of members

Members are admitted to the Grouping by signing a membership agreement (annex 1).

Article 14. Exclusion of members

Any member may be expelled, if he seriously fails in his obligations or if he causes or threatens to cause serious disruption in the operation of the Grouping.

Article 15. Termination of membership

Membership agreement is signed on a yearly basis. Yearly renewal of the membership agreement is necessary to continue membership.

Every member may terminate its membership in the grouping on just and proper grounds, without the agreement of the other members. Such termination should provide at least six months written notice to the Manager.

A member shall not, by termination of membership, be relieved from any of its responsibilities under these statutes, or an EC grant award, which have been or should have been carried out, up to the date of termination.

The member’s participation in the Grouping and all the obligations thereof shall end by termination of the membership, unless a precise commitment on a particular activity, such as a decision on participating in a particular call, has been made.

Article 16. Voting right of members and decision making

Decisions by the members are taken during the Steering Committee meeting.

Voting right of members are attributed according to:

- Form and type of membership
- assigned duties
- commitment and contributed membership fees

Article 17. Duties of members

Duties are assigned to members according to their type of membership and expertise. These Duties shall be stated in the signed membership agreement.

Article 18. Capital contribution

No start-up capital is required for the formation of the Grouping:

All forms of contribution are possible:

- contributions in cash
- contributions in kind (debentures or property);
- contributions in skill (know-how, intellectual property documents, etc.).

Membership of the grouping is subject to membership fee determined according to the form and type of membership.

PART IV. Manager

Article 19. Appointment of the manager

The grouping will have a president, the Manager, and a vice president acting as interim manager when needed.

The Manager shall be a natural person, president and founder of the grouping.

Article 20. Duties of the manager

The Manager shall be responsible for:

- calling and chairing meetings of the Members
- the implementation of the decisions of the Steering Committee
- the normal and current everyday management of the Grouping
- the overall coordination and monitoring of the activities of the Grouping
- the management of the overall budget
- maintaining and holding all necessary documentation

Article 21. Power attributed to the manager

The Manager represents the Grouping in all its activities and is empowered to affix his/her signature on all documents issued by the Grouping.

PART V. Meetings

Article 22. Types of meetings

Various types of meeting shall be arranged and called for by the Manager:

- General meetings

- Steering Committee meeting
- Networking events
- Dissemination wide activities (workshop and conferences)

A minimum of 30 days notice is given for a meeting.

Article 23. Frequency of meetings

Frequency of meetings shall be as follows:

- General meetings (at least twice a year)
- Steering Committee meeting (when the need arises, especially for critical decision making purposes)
- Networking events (as agreed with members and depending on availability of funding)
- Dissemination wide activities (workshop and conferences as agreed with members and depending on availability of funding)

Article 24. Objectives of the meetings

Objectives of the meetings could be:

- Decision making
- Formulation of a strategy for the undertaking of the Grouping
- Assessment of work carried out
- Promotion of the activity of the Grouping and its members
- Dissemination of outcomes and results of the activities of the Grouping

Article 25. Proceedings of the meetings

Proceedings of meetings shall be recorded in various digital formats (where possible) and made available to members and the public as agreed by the steering committee.

Article 26. Attendance of the meetings

Members are supposed to attend meetings or appoint a representative if they can not attend.

PART VI. ADMINISTRATIVE AND FINANCIAL ISSUES

Article 27. Sources of Financing

The Grouping is allowed to accept:

- public or private grants, project means and subsidies,
- membership fees
- in-kind contributions,
- own revenues, and/or
- donations

Article 28. Profit

The Grouping is a **non-profit-making body**. It cannot distribute any profits arising at the end of the fiscal year and shall reinvest any surplus in its activities.

Article 29. Reporting

The Manager shall draw up the annual accounts in accordance with the applicable legislation of Ireland.

In due time, and as the need arises, the following documents shall be filed with the Company Registration Office CRO in Ireland.

- Registration of grouping whose official address is in the State. Form IG1
- Registration of grouping establishment in Ireland for grouping whose official address is outside the State. Form IG2
- Notice of setting up of grouping establishment of grouping whose official address is in the State. Form IG3
- Notice of closure of grouping establishment of grouping. Form IG4
- Notice of manager's particulars and of termination of appointment. Form IG5
- Notice of documents and particulars required to be filed. Form IG6
- Notice of proposal to transfer official address of grouping. Form IG7

Article 30. Book-keeping

The Grouping shall keep all books and other financial documents in conformity with the law of Ireland.

PART VII. INTERNAL RULES

Article 31. Internal rules scope and coverage

For the execution and fulfilment of the contract appropriate internal rules will be drawn up and agreed by members.

Inter alia, they must:

- fix the amount of, and criteria for, subscription fees that may be paid by the Members
- establish the method of control of the activities of the Members
- establish the method of payment of contributions to the Grouping
- establish the method of consultation with Members
- determine any other requirements to attain contractual objectives.