

BIG DATA VALUE AISBL - BYLAWS

« BIG DATA VALUE AISBL », international non-profit association (AISBL)
located at c/o INDRA, Rue Froissart 95, 1040 Brussels, Belgium

SECTION I: PURPOSE AND DEFINITIONS

1. PURPOSE OF BYLAWS

These Bylaws of the BIG DATA VALUE AISBL (BDVA) are adopted by the Board of Directors to implement the provisions of the Statutes and to specify operational details of the Association in accordance with Article 21 of the Statutes. In case of discrepancies with the Statutes, the Statutes shall prevail.

2. DEFINITIONS

Terms with a capital letter in the Bylaws below have the meaning specified in the Statutes (not repeated here) if present there, otherwise as defined in this Bylaws.

SECTION II: MEMBERSHIP

3. REPRESENTATION OF MEMBERS

3.1 According to Article 6.2 of the Statutes, all organisations (regardless whether already NESSI members/partner or not) that want to become a member of the association after the incorporation, which took place on July 29, 2014, have to apply for membership using the BDVA Membership Application Form as attached as Annex I.

3.2 Any Member shall indicate in the Membership Application Form at least: the details of the organisation applying for membership; the main contact point of the member organisation; and the authorised representative(s) of the member organisation. A minimum requirement to become a Member is to fill in the fields of the application form that are marked as mandatory. The Association is entitled to assume that this mandatory information remains valid so long as the Member has not provided updated information in writing to the Secretary-General. It is the responsibility of every Member to deliver timely written notification of any changes in the mandatory information to the Secretary-General.

3.3 The Secretary-General shall maintain an up-to-date register of Members and their representatives/contact points and the information set out in Article 3.1 above, reflecting the various categories and organisational types of Members as defined by Article 5.1.2 of the Statutes.

3.4 The representative of a Member whose membership is terminated ceases to be a member of the General Assembly at the moment the Member's membership ceases. Any office held by that representative becomes vacant thereby.

4. FINANCIAL CONTRIBUTIONS

4.1 Membership fees will cover the running costs of the Association, including those of the Secretary-General and the BIG DATA VALUE Office.

4.2 Full Members shall pay full Membership fees within 60 (sixty) calendar days from the receipt of the invoice issued every year by the Association. The amount of the Membership fees will be determined by the Board of Directors as defined in the Statutes 8.3.

4.3 The Fees will be determined by the Board of Director but must respect the different types of members and organisational natures, including:

- Full (ie Full member fees)
 - Large
 - SME
 - Academic
- Associate (ie Associate Member Fees) (This can be zero)
 - All organisational types

As a guiding principle the Full membership fees of SMEs and Academics should be no more that 15% of the Full membership fees for large organisations

4.5 The amount of Membership fees for an applicant joining the Association during the financial year is the following:

- If a new Member joins the Association during the first half of the financial year, the Association shall be entitled to claim payment for the entire annual financial contribution.
- If a new Member joins the association during the second half of the financial year, the Association shall be entitled to claim payment for the half of the entire annual financial contribution.

SECTION III: ORGANISATION OF THE ASSOCIATION

5. GENERAL ASSEMBLY

5.1 The General Assembly is composed of duly authorised representatives of all Members. Each Member can have no more than three (3) proxies from other Members.

5.2 Any Member with voting rights (Full Member) shall only have one vote.

5.3 The voting procedure shall be valid if the following is respected:

- The President shall circulate a draft of written resolutions to all Members for decision at the general assembly.
- The Secretary-General in collaboration with the President, shall summarise and communicate to all the Members the result of the voting procedure.

5.4 General Assembly meetings can be held in physical form, or as further set out in (a) and (b) below via electronic means of communication (e.g., audio-/video-conference) or by way of written procedure (e.g., regular letter or e-mail), provided that the form of the meeting is so announced in the notice calling for the meeting.

(a) **Meetings via electronic means of communication.** In such meetings the decisions may be taken as well through any electronic means of communication, provided that the Member Representatives (as specified in Article 5.6) can be identified, can participate directly to the deliberations held during the meeting and can exercise their voting right.

(b) **Meetings via written procedure.** When indicated by the President or on the request from at least ten per cent (10%) of the Full Members, the General Assembly may make decisions by a written procedure. To that effect, the President, or in his/her absence, the Vice President shall send the proposed resolutions with a written notice to all Members via regular letter or via e-mail. The proposed resolutions shall be accompanied by a memorandum of the Board of Directors setting forth (i) the reasons which have led to the use of the written procedure, as well as (ii) the context of the proposed resolutions and (iii) the specific requirements of the written procedure as provided for herein. The proposed resolutions shall be deemed approved if within fourteen days after having been sent, the number of duly completed written and signed communications returned to the President, (or in his/her absence, the Vice President), by the Members approving the proposed resolutions is sufficient to meet the following specific requirement: approval by a majority of two third of all Full Members.

5.5 (a) **Quorum.** A General Assembly in physical form or via electronic means of communication can only take decisions if a majority of the Full Members (i.e. 50% plus one) are represented at the meeting. If this condition is not met at a meeting, the President, or in his/her absence, the Vice President, shall call another meeting pursuant to Article 10.2.1 of the Statutes with the same agenda within the following three months, which meeting shall constitute a quorum regardless of the number of Full Members represented, provided, however, that this has been clearly stated in the convocation of this second meeting.

(b) **Majority.** If a vote proves necessary in a General Assembly in physical form or via electronic means of communication, the resolution shall be adopted if it receives (i) a simple majority of votes of Full Members represented in the case of regular resolutions, or (ii) a two-third majority of votes of Full Members represented in case of modification of the statutes of the Association.

5.6 Each Full Member is represented in meetings of the General Assembly by one delegate ("Member Representative") with full powers. Each Full Member has one vote. For the purpose of organizing their representation in the meetings of the General Assembly, such Members have the following options: (i) Either the Member nominates for each separate meeting a Member Representative (with the right of substitution) on the basis of written power of attorney specifically provided for that meeting to the President; (ii) or the Member, upon its admission as Member, nominates a permanent Member Representative (with the right of substitution) by providing a written power of attorney to the President. In addition, a Member can choose to nominate an alternate (with the right of substitution) for its permanent Member Representative. Both the permanent Member Representative and the alternate, if any, can be changed by the Member at any time. For this purpose, Members shall communicate a new written power of attorney to the President, at least until one week prior to a meeting of the General Assembly in order to have the change of the permanent Member Representative and/or alternate to be effective. When nominating a permanent Member representative and an alternate, the Member shall also communicate to the President the address and the e-mail address of such persons; (iii) or the Member transfers its voting right to another Full Member (without the right of substitution) due to Article 10.2.3 of the Statutes on the basis of a written power of attorney specifically provided for a meeting to the President. The right to vote will be exercised by the respective Member Representative of the Full Member to whom the voting right has been transferred.

6. BOARD OF DIRECTORS

6.1 The Board of Directors is composed as described in the Statutes.

6.2 The Board of Directors is composed of Full Members.

6.3 At any time, a Board of Directors member's mandate may be terminated by the following:

- written resignation of the Director,
- Membership termination of the Member of which he/she is the representative.

6.5 The Board of Directors can meet physically or virtually. The Board of Directors shall meet as frequently as necessary, but at least four times per year.

6.6 The following matters shall only be resolved upon by a physical meeting of the Board (of Directors):

- Financial resolutions (approval of the annual financial reports and of the budget);
- Election and dismissal of the Secretary General
- Amendment of the Statutes;
- Dissolution and liquidation of the Association.

6.7. A written notice stating the place, date, time and the agenda of the meeting shall be sent fifteen (15) days in advance by the President, or by the Secretary-General. The Board of Directors is not authorised to take decisions on questions not included in the agenda circulated with the notice, unless all its members are present or represented at the meeting and unanimously decide otherwise. In case a Director cannot attend the meeting, he/she can either identify a replacement from his/her own organisation or appoint a proxy as specified.

The proxy shall be notified to the Secretary-General.

Each Director can also give a proxy in writing, including through electronic means, to another Director to represent him or her at a specific meeting of the Board of Directors, provided, however, that no Director can represent more than one (1) other Directors.

6.8 Minutes shall be prepared by the Secretary-General. If the Secretary-General cannot be present, a suitable rapporteur shall be appointed by the Directors present. The Secretary-General or the appointed rapporteur shall prepare and circulate the minutes (in English) to all Directors for comments. If no comments are received, the minutes are considered approved. If comments are received, the minutes will be revised and circulated again for approval only if the meaning of the minutes has changed. The Secretary-General will circulate the final official minutes and archive them

6.9 As set out in Article 11.4 of the Statutes, any resolution of the Board of Directors may be adopted without holding a physical meeting by means of a written consent of the Directors by a letter or in electronic form (e.g., by e-mails or web-based tools).

7. TASK FORCES

7.1 The Task Forces of the BIG DATA VALUE Association are the main centres of activity within the Association. They shall always be involved in the preparation of the Strategic Research Agendas and other relevant works issued by the Association, as well as in their final endorsement before their approval by the Board of Directors. Task Forces may focus on sector-specific or cross disciplinary issues, related to BIG DATA VALUE. Each Member is expected to contribute actively to at least one Task Force, by designating its experts as members of the relevant Task Force. The operational details of the functioning of the Task Forces are further detailed in the following.

7.2 Task Forces are established or dismissed by the Board of Directors. In particular, the Board of Directors shall, in its decision of establishment of a new Task Force, define the activities of such Task Force and assign its tasks and deliverables, which may thereafter be adapted, as the case may be, with the Task Force Chair.

7.3 A Task Force Chair is appointed by the Board of directors

7.4 The Task Force Chair will represent the Task Force towards the Board of Directors and report regularly and upon request to the Board of Directors about the activities of his/her Task Force.

7.5 The Board may release a Task Force Chair from his/her position upon his/her written request and initiate a re-election.

8. BIG DATA VALUE ASSOCIATION SECRETARIAT

8.1 The BDVA Secretariat may be created by the Board of Directors to execute the daily management of the Association and to support the Board of Directors and the Secretary-General in his or her tasks as defined below in Article 9.

8.2 The budget for the BDVA Secretariat is decided by the Board of Directors in line with the budget of the Association.

8.3 The expenditures of the BDVA Secretariat shall be reported to, and overseen by, the Board of Directors. Reports and all other relevant information may be requested by the Board of Directors at any time from the Secretary-General.

8.4 BDVA Secretariat operates under the authority of the Secretary-General and may be dismissed and replaced by the Board of Directors upon proposal of the Secretary-General.

9. SECRETARY-GENERAL

9.1 The Secretary-General is appointed and dismissed by the Board of Directors and cannot be a member of the Board of Director. Until a Secretary-General is appointed, the Board of Directors shall carry out the duties of the Secretary-General as set forth in this Article 9.

9.2 The Secretary-General is responsible for the day-to-day administrative management of the Association.

9.3 The Secretary-General operates in accordance with the general guidelines he/she receives from the Board of Directors. The Secretary General shall cooperate with the Treasurer pursuant to Article 16 of the Statutes.

9.4 Duties of the Secretary-General include the following tasks, but are not limited to them:

- a) representing the Association occasions agreed with the Board of Directors and in coordination with the President of the Association;
- b) acting as internal and external contact point;
- c) collecting and distributing information internally and externally;
- d) preparing, coordinating and following-up the meetings of the Board of Directors and the General Assembly in coordination with the President;
- e) conducting and coordinating publications of the Association;
- f) conducting and coordinating public relations;
- g) maintaining the Association's website;
- h) promoting BDVA, in particular the Strategic Research Agenda including its annexes and future updates;
- i) organising BDVA meetings and events.
- k) keeping in touch and cooperating with related Associations and European Technology Platforms;
- l) managing all matters related to Membership and administration of the Association;
- m) collecting and administering the Membership fees (together with the Treasurer) ;
- n) creating annually or upon request activity reports;
- o) preparing a draft annual budget of the Association and a draft of the financial reports and Association's accounts to be revised by the Treasurer and then submitted to the Board of Directors for approval.;
- p) management of relations with Task Forces

q) management of the personnel, including personnel administration

9.5 The following parties may support the Secretary-General in his duties, if requested as they agree

- The BDVA Secretariat.
- The NESSI European Technology Platform.

9.6 The Secretary-General shall have the right to attend the meetings of all bodies and groups of the Association without voting rights.

9.7 The Secretary-General shall carry out his/her duties with strict impartiality.

9.8 All information pertaining to the Association is confidential and the Secretary-General shall keep such information confidential when performing his/her duties.

9.9 The expenditures of the Secretary-General will be reported to, and overseen by, the Board of Directors.

10. BIG DATA VALUE ASSOCIATION PRESIDENT

10.1 Following the suggestions of the Board of Directors, the General Assembly elects a President, and Vice-Presidents for a renewable period of two (2) years in accordance with Articles 15 of the Statutes.

10.2 In case the General Assembly does not approve the President proposed by the Board of Directors, the Board of Directors shall propose other persons.

10.3 The President is not allowed to carry out neither the function of Secretary-General nor the function of Treasurer.

11. DELEGATION OF POWERS

The following is a further elaboration of the provisions of Article 17 of the Statutes

Contractual agreements between the BDVA and third parties (including Members and any entity affiliated to Members) shall only be made and approved as follows:

Generic rules

- Any of the following functions can approve expenses and approve/execute contracts below Euro five thousand (5,000): the Secretary-General or the Treasurer;
- the Secretary-General and the Treasurer together can jointly approve expenses and approve/execute contracts from Euro five thousand (5,000) to Euro ten thousand (10,000)
- expenses of Euro ten thousand (10,000) and above can only be approved by the Board of Directors. Contracts of Euro ten thousand (10,000) and above can only be signed by the Chairman of the Board of Directors acting jointly with one other member of the Board of Directors. If the Chairman of the Board of Directors is not available, another member of the Board of Directors may co- sign.

Specific rules for labour contracts

- Signing of the labour contracts for staff provided that such recruitment is foreseen in the approved budget of the BDVA Association : the Secretary-General acting alone
- Signing of the labour contract of the Secretary-General and other members of the management, if any, provided such engagements are approved by the Board of Directors: the Chairman of the Board of Directors acting jointly with another member of the Board of Directors;

- Complying with all formalities regarding employment of the staff: the Secretary-General acting alone

SECTION IV: CONFIDENTIALITY

12. CONFIDENTIALITY

All Members agree that the cooperation in this Association in general does not require the exchange of confidential information. Therefore in principle, no confidential information will be exchanged in the framework of the operations of the Association and its governance bodies. Insofar the exchange of confidential information is nevertheless deemed necessary in the future the following shall apply:

12.1 Confidential Information shall be defined as all information (1) which one Member receives from another Member and which has been marked as confidential ("Confidential Information") or (2) if disclosed orally, was identified as confidential at the time of such disclosure and confirmed as confidential in writing within 30 days after disclosure.

12.2 All Members are bound to apply for the security of Confidential Information of the Association and its Members at least the same degree of care as it applies for the security of its own Confidential Information (but in any case shall apply not less than reasonable care). They agree, that all information, data and documents disclosed by the Members to each other in connection with the Association or developed for the purposes of the Association, and marked as confidential, shall not be used other than for the purpose of the Association; and shall not be disclosed to any third party except its employees who have a need to know, and employees of any legal entity that it Controls, Controls it, or with which it is under common Control, who have a need to know (Control means to own or control, directly or indirectly, over 50% of voting shares), without the prior written consent of the other Members, except if required to do so by law or by an order of any court of competent jurisdiction.

The disclosing member may propose before a meeting of the BDVA that all partners attending the meeting may decide as agenda item 1 that this meeting shall be regarded as confidential. In this case first minutes marked as confidential ("Confidential Minutes") shall be written notifying all Confidential Information exchanged or created during the meeting. These Confidential Minutes will only be sent to the member representatives present at the respective meeting. Within 30 days of publication of the Confidential Minutes, each member present at the respective meeting shall have the chance to add and inform the other present members in written form about such additional information it wants to be regarded as Confidential Information. Additionally, in this specific case all members will receive only after the period mentioned in the sentence before a second version of the Minutes with all the issues discussed at the meeting and not containing any Confidential Information.

Provided that the receiving Member and its employees do not disclose Residual Information (as defined below) and, without implying or granting any license under any patent and copyright of the disclosing Member and its employees, the receiving Member and its employees shall not be in breach of their obligations under this Article 12.2 in the event of any unintentional use, of any idea, concept, know-how or technique contained in the disclosing Member's Confidential Information unintentionally retained in the unaided memories of any employee of the receiving Member and its employees who has had legitimate access to the Confidential Information ("Residual Information").

12.3 The above restrictions will not apply to any Confidential Information which (a) is rightfully known or is in the rightful possession of the receiving Member as of the date of its disclosure by the

disclosing member; (b) is in the public domain or generally distributed or made available to others, through no fault of the receiving Member; (c) lawfully becomes known or available to the receiving Member from third parties; or (d) is required by law to be disclosed by the receiving Member; provided that the receiving Member promptly notifies the other Member and takes reasonable steps to limit such disclosure permissible under law; or (e) is independently developed by any employee or agent of the receiving Member who has not had access to and/or been informed of the information in question.

12.4 These obligations remain for a period of five years from the date of disclosure.

SECTION V: LANGUAGE

13. LANGUAGE

13.1 The official version of these Bylaws is English. In case, this Bylaws need to be drafted in French, under the Belgian Laws, it is in any case understood that the English version in case of discrepancies between the two versions shall prevail.

Annex I: Membership Application Form