

ARTICLES OF ASSOCIATION
of the
ICANN European Internet Users Forum
a Regional At-Large Organisation of ICANN

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1. Preamble

1.1. EURALO is the European Regional At-Large Organisation. It is the home for organisational and unaffiliated individuals who wish to formally engage with ICANN as “At-Large” for the Geographic Region of Europe, as defined by Section 7.5 of the ICANN Bylaws.

1.2. It was established according to Section 12.2(d)(vii) of the ICANN Bylaws for residents (organisational and individual) of the Geographic Region of Europe (as defined above). EURALO serves as the main forum and coordination point for public input to the At-Large Advisory Committee (ALAC) and/or ICANN in said Geographic Region and, as required in ICANN Bylaws, is a non-profit organization certified by ICANN according to criteria and standards that were established by the ICANN Board based on the recommendations of the At-Large Advisory Committee.

1.3. It became the recognized Regional At-Large Organization for Europe under the ICANN Bylaws with the signing of the Memorandum of Understanding (MoU) with ICANN on 29th March 2007.

2. Definitions

These articles of association are to be construed and interpreted in accordance with Swiss law in general and especially with the articles 60-78⁷ of the Swiss Zivilgesetzbuch (“ZGB”). The following terms in this agreement are defined as follows:

- 2.1. “Articles of Association” or “Articles” refer to this document, in its latest form as agreed upon by the “Members”.
- 2.2. “Association” means the “ICANN European Internet Users Forum”, which is a Verein under Swiss Law in the sense of Art 60 ZGB.
- 2.3. “Board of Directors” or “Board” means the Board of Directors of the “ICANN European Internet Users Forum”, which is a Vorstand in the sense of Art 69 ZGB.
- 2.4. “General Assembly” means the assembly of all “Members” of the “ICANN European Internet Users Forum”, it is a Generalversammlung in the sense of Art 64 ZGB.
- 2.5. “Members” are all members of the “ICANN European Internet Users Forum”.
- 2.6. “Europe” ~~is~~ refers to the European Geographic Region as defined by ICANN.

3. Name and Seat

An association exists under the Name “ICANN European Internet Users Forum (EURALO)” with the meaning of the Articles 60⁷ ZGB and following. As an unincorporated association, EURALO does not require, nor does it possess a Registered Office, but the seat of the Association is at St. Johannis-Ring 38, Basel 4056, Switzerland. As this is an individual’s address, this address can be changed by the decision of the Board.

4. Language and Communication

- 4.1. The working language of the Association is English.
- 4.2. Official communications between Members and the Association in general will be conducted via electronic mail.

5. Purpose

5.1. Purpose of the Association

The purpose of the Association is to consider and provide advice on the activities of ICANN, insofar as they relate to the interests of individual European Internet users, especially with regard to fostering consumer protection, human rights and civil liberties and to strengthening participation rights in Internet policy decision making.

5.1.1. Rationale of RALO Status within ICANN

The Association intends to be the Regional At-Large Organisation (“RALO”) for Europe (“EURALO”) as geographically defined by the ICANN Geographical Regions, according to the ICANN Bylaws and as defined in the MoU referenced above.

5.1.2. Signing of a Memorandum of Understanding with ICANN

The Association and ICANN ~~shall negotiate and~~ have signed a Memorandum of Understanding (MOU) concerning their mutual rights and obligations in connection with implementing the relationship.

5.1.3. Authorisation of the Board regarding the relationship with ICANN

The Board is authorized to conclude the necessary and appropriate agreements as defined by the General Assembly with ICANN as may be required from time to time in connection with the relationship with ICANN as provided in ~~this~~ these Articles.

5.2. Means of achieving the Purpose

The purposes of the Association shall be achieved by, inter alia:

5.2.1. Organising events and activities, and supporting those of others, to promote user participation and bottom-up approaches in ICANN and Internet governance processes;

5.2.2. Promoting dialogue concerning the human rights and public policy aspects of Internet governance;

5.2.3. Releasing Statements about policies and participatory structures concerning the Internet, especially to ICANN, based upon the input of the members of the Association;

5.2.4. Designating European members to ALAC or other ICANN bodies as appropriate and as defined by the MoU with ICANN;

5.2.5. Contributing to ALAC policy positions for representation to the ICANN Board and other policy-making bodies.

5.3. Code of Conduct

5.3.1. The Association shall at all times act in an open, accountable and transparent manner and is committed to cultural and geographic diversity and gender balance in its work internally and externally.

5.3.2. The Association shall pursue activities which are exclusively and directly for the benefit of the Internet-using public.

5.3.3. The Association shall refrain from any action aimed at providing economic benefit or gain to itself, its Officers or Members. However, contributions to EURALO facilitating the accomplishment of its missions as a not-for-profit entity are acceptable, insofar as they do not constitute commercial benefit or profit.

5.3.4. Unless otherwise determined by the General Assembly, no officer of the Association shall be provided with a salary or otherwise recompensed for their work on behalf of the Association, except where expenses are incurred on behalf of the Association's business, against receipts for the same. Any decision regarding alterations of these Articles shall be submitted to the relevant competent financial authority before it is announced in the Register of Association.

5.3.5. *Conflicts of interest*

5.3.5.1. *Notification of Conflict of Interest*

If a proposed decision of the Board or the General Assembly is ~~concerned with~~related to an actual or proposed transaction or arrangement with a third party where a Member is interested, that Member has to notify the Board within two weeks.

5.3.5.2. *Board Decisions and Conflict of Interest*

If a proposed decision of the Board or the General Assembly is ~~concerned with~~related to an actual or proposed transaction or arrangement with a third party where a Member is interested, that Member must recuse him/herself from the discussion on that topic and is not to be counted as participating in the decision-making process.

6. **Resources and Liability**

6.1. Resources are formed and funded through gifts, donations or legacies which may be granted to the "Association" by ICANN in the form of Budget allocation or any other organization.

6.2. The Association does not and will not levy membership-fees.

6.3. There is no liability or additional payment liability of the members. Only the "Association" is liable for its obligations, in accordance with Art. 75a ZGB.

6.4. The Association holds its estate, which is managed by the "Board".

6.5. The Association uses its resources to pursue its "Purpose".

7. **Membership**

7.1. Organizations may apply for membership, if they acknowledge and support the purpose of the Association. Organizations must be domiciled in Europe.

7.2. Natural Persons may apply through the EURALO Individual Users Association.

7.3. *Admission*

7.3.1. Membership is applied for by written and signed application, in the form and containing the information which is to be determined by the criteria and standards for the certification of an ALS as established by the ICANN Board based on recommendations from the ALAC and as contained in the ALAC Rules of Procedure.

7.3.2. EURALO recognizes that the ICANN Board, based on recommendations from the ALAC, has established criteria and standards for the certification of ALS. EURALO will encourage organizations to apply for certification and assist with certification, including by:

- Reviewing ALS applications from organizations in the region upon submission to ICANN and ALAC and recommending whether or not the organization should be certified as an ALS.
- Providing ALS applicants with information and if recommended by EURALO for certification, provisional membership in the EURALO whilst the ALS application is under consideration by the ALAC.

7.3.3. When ALS status is certified by ALAC for European Region applicants, these applicants shall be granted full membership in EURALO.

7.3.4. The criteria for admission, and the decision to recommend admitting a Member, may be reviewed by the General Assembly.

7.4. Termination of Membership

7.4.1. Membership ends by any of the following:

- a) Withdrawal: every member can leave the Association voluntarily by written and signed notice to the Board.
- b) Expulsion: a Membership may be terminated by decision of the EURALO Board. Especially, but not limited to, for any act contrary to the purposes of the Association.
- c) Death in the case of humans or loss of legal capacity, insolvency, dissolution or abolition in the case of legal entities.

7.4.2. Based on the recommendation of the Board, the Association will make a request to the ALAC that the an-ALS will be formally decertified, in accordance with the relevant procedures set out by the ALAC in its Rules of procedures.

7.5. Rights and Duties of Members

7.5.1. The rights and duties of Members are to be exercised in accordance with the EURALO Rules of Procedure. The EURALO Rules of Procedure may grant additional rights to the Members.

7.5.2. Members are ~~obliged~~ required to maintain an e-mail address and to communicate ~~the e-mail address~~ it to the Association, as well as other details of his, her, or their particulars as the Board decides. The Association will act in accordance with European Union data protection regulations and directives, as applicable.

7.5.3. The Association will inform its Members about its activities and programmes, especially via its Internet page and its mailing lists.

7.5.4. ~~Every member~~ Members must are required to inform the Association without delay, ~~of about~~ any changes of representatives, e-mail address, postal address, or other relevant data.its particulars.

7.5.5. The Association is not responsible for damages resulting from undelivered communications due to missing or incorrect particulars of Members ~~that-who~~ have not communicated changes as required in this Article.

7.5.6. Each organisational Member of the Association shall notify the Board, in writing, whether electronic or otherwise, of which natural person shall be the primary point of contact for official notifications required as a consequence of Membership. It shall be assumed that the said person shall also be responsible for casting the votes of the Member in all the Association's business. Such appointment shall be for any period of time the particular organization shall

specify, and may be revoked in writing, whether sent electronically or otherwise. An alternate, or alternates, may be similarly designated.

7.5.7. The Board has the option of accepting other forms of active participation.

7.5.8. Organisations recognized as At-Large Structures each have one vote.

7.5.9 Individual members (Natural Persons) unaffiliated with an At-Large Structure join directly through the EURALO Individual Users' Association and have voting rights following the criteria and procedures in the Bylaws of the EURALO Individual Users' Association.

7.5.9.1 Regarding voting the EURALO Individual Users' Association acts and has the same rights as an ALS. The compounded vote is cast by a representative of that Association. Voting rights in EURALO are to be exercised in accordance with the EURALO Rules of Procedure.

7.5.9.2 For the purposes of Articles of Association, and in line with the ALAC Rules of Procedure, these individual members are deemed to be unaffiliated

7.5.10. ~~The~~ Members may forfeit their voting-rights in accordance with the EURALO Rules of Procedure.

8. Bodies of the Association

8.1. The Board

8.1.1. Board Officers and ~~period-term~~ of office

8.1.1.1. The Board consists of at least two members elected by the General Assembly for a two-year term.

8.1.1.2. The Chair of the Board is elected by the General Assembly, for a period-term of office of two years and chairs the meetings of the Board.

8.1.2. Board meetings and decisions

8.1.2.1. Meetings of the Board are called by the Chair of the Board, at his/her initiative, or at the request of another Board member.

8.1.2.2. Board meetings may take place in person, via telephone or videoconference or via the Internet.

8.1.2.3. The Board is quorate if two-thirds of the members of the Board are present or participate via other means.

8.1.2.4. Decisions and resolutions of the Board require a simple majority of the delivered votes, if not stated otherwise in the Articles of Association. Where a tied vote results, the Chair casts the deciding vote.

8.1.3. Representation and Responsibilities

8.1.3.1. The Board represents the Association. All contractual decisions of the Board shall be signed by the Chair and another Member.

8.1.3.2. The Board is responsible for all matters of the Association, as far as they are not assigned to other bodies of the Association. It is accountable to the General Assembly for all its actions and decisions, without limitation.

8.2. The General Assembly

8.2.1. Composition

8.2.1.1. As the ultimate decision-making body of the Association, the General Assembly may, without limitation, review any of the activities of other Bodies of the Association.

8.2.1.2. The General Assembly consists of all Members. Every Member has an equal vote, except if it has been suspended according to the rules of procedure.

8.2.1.3. Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:

- (a) states the name and address of the Member appointing the proxy;
- (b) identifies the person appointed to be that Member’s proxy and the General Assembly in relation to which that person is appointed;
- (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Board may determine; and
- (d) is delivered to the General Assembly in accordance with the articles and any instructions contained in the notice of the General Assembly to which they relate.

8.2.2. Forms of the General Assembly

8.2.2.1. A General Assembly may either take place in form of a **funded meeting** with in person attendance of the Members where a number of Members exceeding quorum are funded by other means to attend (“Funded Face to Face Meeting”); an **unfunded meeting** with in person attendance of the Members where there is no special funding to bring members to the meeting (“Nonfunded Face to Face Meeting”); or through an online forum/conference call (“Online-Meeting”).

8.2.2.2. The provisions regarding the General Assembly are applicable to all of these meeting forms.

8.2.3. ~~Quorums~~ Quora of the General Assembly

8.2.3.1. At a General Assembly, failing a quorum of participants, no proposal is to be voted on, except a proposal to call another meeting.

8.2.3.2. The quorum for a General Assembly, regardless of being a “Funded Face to Face Meeting”, a “Nonfunded Face to Face Meeting” or an “Online-Meeting”, is at least half of the Members.

8.2.4. The ordinary General Assembly

8.2.4.1. An ordinary “General Assembly” has to be held at least once a year.

8.2.4.2. The notice of the ordinary “General Assembly” is communicated in written form, by the “Board” with the final agenda at least twenty-one days prior.

8.2.4.3. All proposals for an ordinary “General Assembly” have to be forwarded to the “Chair of the Board”, in written form at least twenty-one days prior.

8.2.5. The extraordinary General Assembly

8.2.5.1. An extraordinary General Assembly may be called by decision of the Board or on request of at least five Members.

8.2.5.2. The notification of the extraordinary General Assembly occurs in written form, by the Board with the final agenda at least fourteen days prior.

8.2.6. Decisions and Resolutions of the General Assembly

8.2.6.1. Decisions and resolutions of the General Assembly, ordinary or extraordinary, require a Simple Majority of the delivered votes, if not stated otherwise in the Articles of Association.

~~All votes are open; secret votes must be requested by a Simple Majority of all delivered votes.~~

8.2.6.2. A Simple Majority is reached by fifty percent plus one vote of the delivered votes.

8.2.6.3 All votes are open except if a secret vote has been requested by a member of the general assembly and has been supported by a Simple Majority of all delivered votes.

8.2.6.4. In case of a resolution regarding any transaction, legal act or litigation between the Association and a Member, that Member is excluded from voting on that matter.

9. Change of the Articles of Association

Any change of the Articles of the Association requires a resolution of the General Assembly with two-thirds of the delivered votes.

10. Dissolution of the Association

10.1. For dissolution of the Association three-fourths of all current members must give their consent.

10.2. Where the General Assembly does not decide otherwise, the Board shall appoint two authorised liquidators.

10.3. In the event of the dissolution of the Association and if not otherwise decided by the General Assembly, its assets will be transferred to the ALAC. The preceding rules also apply if the Association dissolves or is dissolved or otherwise ceases operation.

11. Applicable Law and Dispute Resolution

11.1. The “Articles” and all its exhibits are to be governed by and construed in accordance with Swiss law, to the exclusion of the conflict of law rules of Swiss international private law.

11.2.1. All disputes, claims or differences of interpretation arising from the Articles or their exhibits, or related to the Articles or their exhibits, shall first be addressed exclusively to the Board.

11.2.2. If the “Board” is not able to resolve the dispute between the parties within three weeks, or if one of its members is part of the dispute, and the dispute is related to the remit of the ICANN Ombudsman (as defined by Article 5 of the ICANN Bylaws), the dispute is exclusively referred to the “ICANN Ombudsman”.

11.2.3. If the “ICANN Ombudsman” is not able to resolve the dispute within seventy days or the dispute is outside of the remit of the ICANN Ombudsman, the dispute is exclusively referred to an “Arbitration Panel”.

11.2.3.1. The “Arbitration Panel” is formed by three “Members”. Each of the parties of the dispute may nominate one member and these two appoint the third. Any conflict of interest ~~regarding~~ related to the dispute, prohibits a “Member” from being part of the “Arbitration Panel”; in this event another “Member” has to be chosen by the respective party.

11.2.3.2. The rules for the arbitral proceedings are the UNCITRAL Arbitration Rules as of 2013.

11.2.3.3. The “Arbitration Panel” decides disputes with a simple majority vote. The decision is final and enforceable but can be reviewed by the “General Assembly” or the competent Swiss court.

11.2.3.4. Decisions of the “Arbitration Panel” can be referred for review to the “General Assembly” by the parties of the dispute.

12. Entry into Effect

The Articles, in their present form, have been approved by the assembly of founders and are effective immediately.

Signature of the Chair of the assembly of founders

Date and place

Signature of the “keeper of the minutes”
(in accordance with Art. 60~~7~~ Paragraph 2. of the ZGB)

Date and place