

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

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1. Preamble

TBD

2. Definitions

These articles of association are to be construed and interpreted in accordance with swiss law in general and especially with the articles 60-78 of the swiss Zivilgesetzbuch (ZGB). The following terms in this agreement have the meaning set forth below:

- 2.1. “Articles of Association” or “Articles” mean 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”.

3. Name and Seat

Under the Name “ICANN European Internet Users Forum” exists an association with the meaning of the Articles 60 ZGB and following. The seat of the Association is SEAT.

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. Intention of RALO Status within ICANN

The Association intends to be the RALO for Europe ("EURALO") according to the ICANN Bylaws and as defined in the MoU that creates the EURALO.

5.1.2. Signing of a Memorandum of Understanding with ICANN

The Association and ICANN shall negotiate and sign a Memorandum of Understanding (MOU) concerning their mutual rights and obligations in connection with operationalising 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 Articles.

5.2. Means to achieve the Purpose

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

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

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

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

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

4.2.5. To contribute to ALAC policy positions for representation to the ICANN Board and other policy-making bodies.

4.3. Code of Conduct

4.3.1. 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.

4.3.2. The Association shall pursue activities which are exclusively and directly for the benefit of the internet-using public. It shall not act in any way which is primarily of economic benefit to itself, its officers or Members.

4.3.3. The Association shall pursue activities which are exclusively and directly for the benefit of the internet-using public. It shall not act in any way which is primarily of economic benefit to itself, its officers or Members.

4.3.4. Unless otherwise determined by the General Assembly, all officers of the Association are not to 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 should be submitted to the relevant competent financial authority before it is announced in the Register of Association.

6. Resources and Liability

6.1. Resources are formed and funded through donations and bequests granted to the “Association” by ICANN.

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

Humans and legal entities are applicable as Members, if they acknowledge and support the purpose of the Association. Legal entities must be domiciled in Europe.

7.1. Admission

Membership is asked for by written and signed application, in the form and containing the information which is to be determinate by the Board.

The Board decides upon the admittance of potential Members.

The admission criteria and the decision upon admission may be review by the General Assembly.

7.2. End of Membership

Membership ends either by:

- a) Withdrawal
- b) Expulsion
- c) Death in the case of humans or loss of legal capacity, insolvency, dissolution or abolition in the case of legal entities.

Withdrawal, every member can leave the Association voluntarily by written and signed notice to the Board.

Expulsion, a Membership may be terminated by decision of the Board. Especially, but not limited to, for any act contrary to the purposes of the Association.

8. Rights and Duties of Members

8.1. 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.

8.2. Members are obliged to maintain an e-mail address and to communicate the e-mail address to the Association, as well as other details of his, her, or their particulars as the Board so decides. The Association will act in accordance with EU and national data-protection laws.

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

- 8.4. Every member is obliged to inform the Association without delay any changes of its particulars.
- 8.5. The Association is not responsible for damages resulting from undelivered communications due to missing or incorrect particulars of Members that have not communicated changes as required in this Article 8.
- 8.6. 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.
- 8.7. The Board has the option of accepting other forms of active participation.
- 8.8. The Members may forfeit their voting-rights in accordance with the EURALO Rules of Procedure.

9. Bodies of the Association

9.1. The Board

9.1.1. Board Offices and period of office

The Board consist of, at least, two Members, which are elected by the General Assembly for a period of office for two years.

The president of the Board is elected by the General Assembly, for period of office for two years and presides over the meetings of the Board.

9.1.2. Board meetings and decisions

Meetings of the Board are convoked by the president of the board, either because of an according proposal by him or a request from a member of the Board.

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

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

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 president casts the deciding vote.

9.1.3. Representation and Responsibilities

The Board represents the Association outwards. A member of the Board signs collectively with the president of the Board together.

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.

9.2. The General Assembly

9.2. The General Assembly

9.2.1. Composition

- (1) The General Assembly the senior body of the Association and may review, without limitation, any of the activities of the other Bodies of the Association.
- (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.
- (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.

9.2.2. Forms of the General Assembly

A General Assembly may either take place in form of a funded meeting with personal attendance of the Members (“Funded Face to Face Meeting”), an unfunded meeting with personal attendance of the Members (“Nonfunded Face to Face Meeting”) or through an online forum (“Online-Meeting”). The provisions regarding the General Assembly are applicable to all of these meeting forms.

9.2.3. Quorums of the General Assembly

- (1) At a General Assembly, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (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.

9.2.4. The ordinary General Assembly

- (1) An ordinary “General Assembly” has to be held at least once a year.
- (2) The notice of the ordinary “General Assembly” occurs in written form, by the “Board” with the final agenda at least twenty-one days prior.
- (3) All proposals for an ordinary “General Assembly” have to be forwarded to the “President of the Board”, in written form at least twenty-one days prior.

9.2.5. The extraordinary General Assembly

An extraordinary General Assembly may be convoked on decision of the Board or on request of at least a five Members. The notice of the extraordinary General Assembly occurs in written form, by the Board with the final agenda at least fourteen days prior.

9.2.6. Decisions and Resolutions of the General Assembly

- (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 have to be requested by a Simple Majority of all delivered votes.
- (2) A Simple Majority is reached by fifty percent plus one vote of the delivered votes.

- (3) Decisions and resolutions in a General Assembly in form of a “Funded Face to Face Meeting” require two-thirds of the delivered votes.
- (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.

10. 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.

11. Dissolution of the Association

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

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

In the event of the Association’s dissolution its assets, if not otherwise decided by the General Assembly, will pass to ALAC who must use the assets according to the purposes of the then-current Articles of Association.

The preceding rules also apply if the Association dissolves or is dissolved or otherwise ceases operation.

12. Applicable Law and Dispute Resolution

12.1 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.

12.2.1. All disputes, disagreements or any claim arising from the Articles or its exhibits or relating to the Articles or its exhibits, its violation, dissolution or invalidity are to be first exclusively referred to the “Board”.

12.2.2. 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, the dispute is exclusively referred to the “ICANN Ombudsman”.

12.2.3. If the “ICANN Ombudsman” is not able to resolve the dispute within seventy days, the dispute is exclusively referred to an “Arbitration Panel”.

12.2.3.1. The “Arbitration Board” is formed by three “Members”. Each of the parties of the dispute, may nominate one member and these appoint the third. Any conflict of interest regarding the or part in 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.

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

12.2.3.3. The “Arbitration Panel” decides disputes with a single majority vote. The decision is final and enforceable but can be reviewed by the “General Assembly” and the Swiss court appropriate.

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

13. Entry into Effect

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

_____ Signature of the president of the assembly of founders	_____ Date and place
_____ Signature of the keeper of the minutes	_____ Date and place

First Draft (Minimum requirements)