

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

Table of Contents

1. Preamble	2
2. Definitions.....	2
3. Name and Seat	2
4. Language and Communication	2
5. Purpose.....	2
5.1. Purpose of the Association.....	2
5.1.1. Intention of RALO Status within ICANN	2
5.1.2. Signing of a Memorandum of Understanding with ICANN.....	3
5.1.3. Authorisation of the Board regarding the relationship with ICANN.....	3
5.2. Means to achieve the Purpose	3
4.3. Code of Conduct	3
6. Resources	3
7. Membership	4
7.1. Admission	4
7.2. End of Membership.....	4
8. Rights and Duties of Members	4
9. Bodies of the Association	4
9.1. The Board.....	4
9.1.1. Board Offices and period of office	4
9.1.2. Board meetings and decisions.....	4
9.1.3. Representation and Responsibilities	5
9.2. The General Assembly	5
9.2.1. Composition.....	5
9.2.2. The ordinary General Assembly	5
9.2.3. The extraordinary General Assembly	5
9.2.4. Decisions and Resolutions of the General Assembly	5
10. Change of the Articles of Association	5

11.	Dissolution of the Association	5
12.	Applicable Law and Jurisdiction	6
13.	Entry into Effect.....	6

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.

4.3. REFERENCE TO INSTRUMENTES (Section 1.4. ORIGINAL AOA)?

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. *Singing 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 (**ARTICLE 4.1 ORIGINAL AOA!**).

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 shall not 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, or as provided in (**Section 9.6. ORIGINAL AOA**). 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.

Comment [F1]: I would prefer to avoid "shall", since it is an unclear word. It either means "duty to" or "may". Some courts tend to rip statutes with it apart (Texas for example). See also *Garner, Legal Writing*.

Comment [F2]: Necessary under Swiss law.

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 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*.

Comment [F3]: CAUTION! Dependent on the jurisdiction under which the member is incorporated, each of these options may occur at a different point in time. For example: an insolvent association or company is not immediately dissolve or loses its legal capacity in most jurisdictions.

Comment [F4]: Single majority?

Comment [F5]: Review by the General Assembly? Official Hearing may be mandatory under swiss law.

8. **Rights and Duties of Members**

TBD

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 *[Number of]* years.

Comment [F6]: Two is the minimum required by swiss law.

The president of the Board is elected by the General Assembly, for period of office for *[Number of]* 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*

9.2.1. *Composition*

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.

The General Assembly consist of all Members. Every Member has an equal vote.

Comment [F7]: Standard, but not mandatory.

9.2.2. *The ordinary General Assembly*

An ordinary General Assembly has to be hold at least once a year.

The invitation to the ordinary General Assembly occurs in written form, by the Board with the final agenda at least [Number] days prior.

All proposals for an ordinary General Assembly have to be forwarded to the president of the Board, in written form at least [Number] weeks prior.

9.2.3. *The extraordinary General Assembly*

An extraordinary General Assembly may be convoked on decision of the Board or on request of at least a [Number] of Members. The invitation to the ordinary General Assembly occurs in written form, by the Board with the final agenda at least [Number] days prior.

9.2.4. *Decisions and Resolutions of the General Assembly*

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.

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

10. Change of the Articles of Association

TBD

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 [Timeframe], or if one of its members is part of the dispute, the dispute is exclusively referred to the "ICANN Ombudsmann".

12.2.3. If the "ICANN Ombudsmann" is not able to resolve the dispute within [Timeframe], the dispute is exclusively referred to an "Arbitration Board".

12.2.3.1. The "Arbitration Board" is formed by three [picked/volunteers] "Members". Any conflict of interest regarding or part in the dispute, prohibits a "Member" from being part of the board, in this event another "Member" has to be chosen.

12.2.3.2. If the "Arbitration Board" is not able to resolve the dispute within [Timeframe], or one of the party does not accept its judgement the dispute is exclusively referred to [either court or GA see 12.2.4.].

12.2.4. Regarding the GA some more research is necessary. There seems to be a difference between disputes between the GA choosing to participate in a dispute and its power to decide one. For instance the FIFA Statutes do not contain a corresponding provision.

12.2.5. If the dispute is not resolved by the resolution process outlined in 12.2.1-12.2.4 of the "Articles of Association" within three months at most or a party of the dispute wishes to appeal, the dispute is exclusively referred to the court appropriate under Swiss civil law.

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

Comment [F8]: Mandatory Board Meeting

Comment [F9]: By whom are the members picked or chosen?

Signature of the keeper of the minutes

Date and place

First Draft (Minimum requirements)