

Data, AI and Robotics AISBL - BYLAWS

« Data, AI and Robotics (DAIRO) », international non-profit association (AISBL)

SECTION I: PURPOSE AND DEFINITIONS

1. PURPOSE OF BYLAWS

These Bylaws of **Data, AI and Robotics** (DAIRO) (the 'Association') 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 set out in the Statutes unless stipulated otherwise in these Bylaws.

SECTION II: MEMBERSHIP

3. REPRESENTATION OF MEMBERS

3.1 According to Article 6.2 of the Statutes, all organisations that want to become a member of the association, have to apply for membership using the 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 as long as the member has not provided updated information in writing to the Secretary-General. It is the responsibility of each 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 set out in 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 Association's Office.

4.2 All Members shall pay full membership fees within sixty (60) 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 stated in Article 8.3 the Statutes.

4.3 The membership fees will be determined by the Board of Directors.

The Board of Directors must respect the different types of members and organisational natures, including:

- Full (Full membership fee)
 - o SME as per EU definition, including start-ups
 - o Large Industry,
 - o Academic and Research,
 - o Associations (including national and industrial initiatives on AI, Data and Robotics)
 - o Public bodies, whether or not legal entities (e.g Regions)
 - o Others (including investors, venture capital, etc)

- Strategic (Strategic membership fee)
 - o Not-for-profit organisations having members itself whose main objectives are of essential value for the Association

- Associate (Associate membership fee) (membership fee can be equal to zero)
 - o All organisational types

4.4 As a guiding principle the Full membership fees of SMEs and Academics should be no more than 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:

(a) 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.

(b) 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. TASK FORCES

5.1 The Task Forces of the Association (together the "**Activity Group**") 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 AI, Data and/or Robotics. 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.

5.2 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.

5.3 A Task Force chair is appointed by the Board of Directors out of the representatives of Full and Strategic Members for renewable period of two (2) years. The Board of Directors is entitled to appoint co-chairs.

5.4 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.

5.5 The Board of Directors may release a Task Force chair from his/her position upon his/her written request and initiate a re-election.

6. SECRETARIAT

6.1 The secretariat of the Association may be created by the Board of Directors to execute some day-to-day tasks of the Association and to support the Board of Directors and the Secretary-General in their tasks.

6.2 The budget for the Association office, including but not limited to the secretariat, is decided by the Board of Directors in line with the budget of the Association.

6.3 The expenditures of the 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.

6.4 The 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.

7. SECRETARY-GENERAL

7.1 The Secretary-General is appointed and dismissed by the Board of Directors and cannot be a member of the Board of Directors. 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 7.

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

7.3 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.

7.4 Duties of the Secretary-General include but are not limited to the following tasks:

- a) representing the Association on 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 the Association, in particular the Strategic Research Agenda including its annexes and future updates;
- i) organising 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, and entering into employment agreements.

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

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

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

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

8. ASSOCIATION PRESIDENT

8.1 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.

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

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

9. DELEGATION OF POWERS

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

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

(a) 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 more 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.

(b) Specific rules for labour contracts

- Signing of the labour contracts for staff provided that such recruitment is foreseen in the approved budget of the 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

10. CONFIDENTIALITY

All Members agree that the cooperation in the 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:

(a) 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 thirty (30) days after disclosure.

(b) 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 Association 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 thirty (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 10 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 applicable for a period of five (5) years from the date of disclosure.

SECTION V: LANGUAGE

11. LANGUAGE

The official version of these Bylaws is English. In the event that these 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