

GL-TTP

GRAIN LEGUME TECHNOLOGY TRANSFER PLATFORM

**(PLATE-FORME DE TRANSFERT TECHNOLOGIQUE POUR LES
LEGUMINEUSES A GRAINES)**

Statutes

**38, rue de Berri
75008 - PARIS
FRANCE**

Article 1 Official registration:

The Association is composed of the foundation members here after designated. Any other organisation or individual may join later according to the terms of the subsequent statutes.

The Association is registered at the "Registre des Associations de la Préfecture de Paris" in Paris, France. Falling within the scope of French legislation, it is administered in compliance with the law of 1st July, 1901, the decree of the 16th August, 1901, and the subsequent texts.

The foundation members are:

Bendahmane Abdelhafid
51 Avenue Charles de Gaulle , 91830 Le Coudray Montceaux, France.

Duc Gérard
14 rue Constant Pierrot, 21000 Dijon, France.

Ellis Noel
52 Cambridge St, Norwich NR2 2BB, England, Royaume-Uni.

Flavell Andrew
12 Dudhope Terrace, Dundee DD3 6HG Scotland, Royaume-Uni.

Golstein Catherine
3 rue Claude Pouillet, 75017 Paris, France.

Kuester Helge
Wickenkamp 2c, D-33615 Bielefeld, Allemagne.

Muel Frédéric
5 Bd Colbert, 92330 Sceaux, France.

Munier-Jolain Nathalie
2 rue de l'Eglise, 21310 Trocheres, France.

Ramos Alvaro
Plaza de los Arces 6, 3°, 47003 Valladolid, Espagne.

Schneider Anne
90 rue d'Assas, 75006 Paris, France.

Winter Peter
Frankfurter Str. 95a, D-65779 Kelkheim, Allemagne.

It is not excluded that the legal structure of the GL-TTP may change in the near future .

Article 2 Name

The name of the Association is:

The Grain Legume Technology Transfer Platform.

Hereafter referred to as **GL-TTP**

Article 3 Objectives:

The objectives of the GL-TTP are:

3.1 To form a durable partnership between science and industry in the legume community, that will last beyond the period of the Grain Legumes Integrated Project (GLIP). GLIP is a project supported by the European Union within the sixth Frame work Programme, contract number FOOD-CT-2004-506223. The duration of the GLIP is 48 months from 10/02/2004.

3.2 To provide its members with all information, advice and expertise necessary for their exploitation of the results of the GLIP and of any other research programmes.

3.3 The transfer of the GLIP results as described in the Article 4 “Access to the results of GLIP”.

3.4 To propose and to commission research and development activities for its members. An independent contract will be established in case of one or several members want to participate in research/development programmes.

3.5 To contribute to the design of tools, methodology and know-how for commercial application of the results defined in Articles 3.2 and 3.4..

Article 4: Access to the results of GLIP

The GL-TTP will become a contractor of the Grain Legumes Integrated Project-Contract FOOD-CT-2004-506223 called GLIP and will agree to the Consortium Agreement of GLIP signed on « date », called Consortium Agreement.

The GL-TTP will have access to the results of GLIP on the conditions defined in the Consortium Agreement.

It is specified in Article 9.5.4 of the Consortium Agreement that the GL-TTP will benefit from licences on the results of GLIP. Any licence agreement will be signed, on a case by case basis, between the GL-TTP and the owner(s) of the results, including the right to grant sublicenses to members of the GL-TTP and third parties. The funding conditions of the licences will be defined on a case by case basis.

Article 5 Headquarters

The GL-TTP is based at the following address:

38, Rue de Berri
75008 Paris
France

The headquarters may change upon the decision of the Executive Committee.

Article 6 Duration:

6.1 The duration of the Association is unlimited

6.2 The financial year runs from the 1 of January to the 31 of December.

Article 7 Membership:

7.1 The members of the Association are:

7.1.1 Foundation members: Individuals who have registered the Association and who will compose the council and the Executive Committee of the Association during the first year, until the first General Assembly meeting of the Association which will be held between the 1 January 2006 and the 30 June 2006. Foundation members are members of the Association in perpetuity and they will not have to pay a membership fee.

7.1.2 Active members: Any organisation that wants to use any results coming from the GL-TTP and that pays the annual membership fee for an active member as defined each year by the Executive Committee of the Association.

7.1.3 Associated members: Any individual or organisation who wants to be informed of the activities of the GL-TTP (expertise, know-how, progress of the research and progress of the transfer to industry) and who pays the annual membership fee for an associated member as defined each year by the Executive Committee of the GL-TTP. Associated members can not vote nor hold office.

7.1.4 GLIP Members: any organisation of GLIP that wants to have access to all activities of the Association until the termination of the GLIP and that pays the annual membership fee of a GLIP member, as defined each year by the Governing Board of GLIP. At the termination of GLIP, GLIP members will have the choice of becoming an active member or an associated member, or removing from the Association.

7.2. Fees

7.2.1 The different categories of annual fee are established by the Executive Committee of the Association, with the exception of GLIP members and foundation members as defined in Articles 7.1.1 and 7.1.4. An entry fee shall be requested for late entrance as agreed by the Executive Committee.

7.2.2 The fee has to be paid each year prior April 30, excepted for 2005 which will be defined by the Executive Committee.

7.3 Privileges of foundation members, active members and GLIP members.

7.3.1. To attend the General Assembly and to participate in the choice of GL-TTP objectives and activities.

7.3.2. To take part into GL-TTP life and to be eligible for becoming a member of the GL-TTP council.

7.3.3. To elect members of the GL-TTP council.

7.3.4. To submit proposals to the GL-TTP council or to the Executive Committee.

7.3.5. To receive newsletter and all proposals and information coming from the GL-TTP.

7.3.6. To participate in the programmes of transfer coordinated by the GL-TTP.

7.4. Privileges of associated members.

7.4.1. To attend the General Assembly.

7.4.2. To submit proposals to the GL-TTP council or to the Executive Committee.

7.4.3. To receive newsletter.

7.5. Termination of membership.

Membership shall be terminated upon:

7.5.1. For an individual: death, incompetence or incompatibility, as agreed unanimously by the members other than the individual concerned, or non- payment of fees.

7.5.2. For an organisation: when it ceases to exist (cessation of activity, dissolution, etc.) or non- payment of fees.

7.5.3. When the member abides no longer by the statutes of the GL-TTP.

7.5.4. Resignation by the member.

ARTICLE 8 ORGANISATION

The GL-TTP shall have the following bodies:

8.1. **A General Assembly**: official meeting of all GL-TTP members

8.2. **A GL-TTP Council**: elected members of the GL-TTP. They shall act as scientific and industry advisors to the Executive Committee.

8.3. **An Executive Committee**: elected members of the GL-TTP Council; power shall be vested in the Executive Committee in order that it manages and achieves GL-TTP goals, with the help of the GL-TTP Council advice.

- 8.4. Other Committee and working groups:** permanent or temporary, they are established by the Executive Committee to undertake specific tasks.
- 8.5. Management:** The Director and the Scientific Manager of the GL-TTP shall be ex officio non voting members of the GL-TTP Council and the Executive Committee.

ARTICLE 9 GENERAL ASSEMBLY

9.1. Members

The General Assembly is made of the active members, the foundation members and GLIP members who have paid their fee. The associated members who paid their fee are invited to attend the General Assembly but they cannot vote.

9.2. Meetings

9.2.1. The General Assembly shall be convened at the President's request; it shall meet at least every three years.

The decisions of the General Assembly shall be adopted by a majority of 2/3 of voting members present or represented.

9.2.2. A member can bestow upon another member the responsibility of representation; each member cannot hold more than 3 votes concurrently.

9.2.3. The President and the Director shall act as Chairman and Secretary of the General Assembly.

9.3. Report

A report on the general Assembly shall be sent to the member of the GL-TTP.

9.4. Tasks/ Responsibilities of the General Assembly member :

9.4.1. To discuss reports submitted by the GL-TTP Council and the Executive Committee, by the different working groups.

9.4.2. To approve the GL-TTP financial report

9.4.3. To adopt amendments of the statutes

- Either by ballot approved by a majority of 2/3 of present or represented members at the General Assembly meeting.
- Or by **post (or electronic) ballot** with a majority of 2/3 of the votes

9.4.4. To decide the dissolution of the association

ARTICLE 10 GL-TTP COUNCIL

10.1. Members

The GL-TTP Council shall consist of 10 to 30 members chosen among the active and GLIP members of the GL-TTP. It shall be organised into 2 sections with the same number (+/- 1) of members each representing:

-In section one the industrial partners involved in the legume area.

-In section two the scientific partners involved in the legume area.

Further details of the organisation of each section shall be managed by internal agreement.

The following are members ex officio of the GL-TTP Council:

- The President of AEP or the President 's delegate
- The co-ordinator of GLIP until one year after the termination of the project .
- The GLIP module 8 leader, the work packages 8.1 and 8.2 leaders of GLIP until one year after the termination of the project .
- The Foundation members of the GL-TTP until one year after the termination of GLIP .

10.2. Election, terms of office

10.2.1. The GL-TTP members shall elect GL-TTP Council members by mail or electronic ballot.

10.2.2. At least three nationalities shall be represented.

10.2.3. The duration of the mandate shall be six years more or less three months, from the time of its election until the next ballot, excepted the GLIP members who will have a mandate limited to the termination of the GLIP.

10.2.4. Exceptionally during the first year of the GL-TTP and prior to the first general Assembly meeting that should be held between January,

1 and June, 30 2006, the foundation members will act as the GL-TTP Council as well as the Executive Committee.

10.3. Termination of office

Office of a GL-TTP Council member shall be terminated upon:

- End of the mandate
- Reception by the Executive Committee of a member's resignation letter
- Death of the member.

10.4. Meetings

The GL-TTP Council shall meet at least every 12 months or more if necessary at the President's request.

10.5. Tasks/ Responsibilities of the GL-TTP Council member :

10.5.1. To elect the members of the Executive Committee from among its own members;

10.5.2. To play the part of scientific and industry advisor to the Executive Committee: it shall deal with the scientific and industry content of the GL-TTP activities, with its evaluation and its trends;

10.5.3. To propose the establishment or the dissolution of other committees or working groups;

10.5.4 To put the Executive Committee in charge of the association management.

10.6. Quorum

- The deliberations of the GL-TTP Council are valid only if 3/4 of its members are present or represented.
- The decisions of the Scientific Committee shall be taken by mutual agreement by at least 2/3 of the present or represented members.
- A member can bestow upon another member the responsibility to represent him; each member cannot hold more than 3 powers concurrently.

ARTICLE 11 EXECUTIVE COMMITTEE

11.1. Members

The Executive Committee shall consist of at least 4 members from the GL-TTP Council: the President, two Vice-Presidents, and the Treasurer.

11.2. Election, mandate duration

11.2.1. The GL-TTP Council shall elect the members of the Executive Committee.

11.2.2. At least two nationalities shall be represented and the two sections of the GL-TTP Council have to be represented.

11.2.3. The duration of the mandate shall be six years more or less three months, from the time of its election until the next ballot, excepted the GLIP members which will have a mandate limited to the termination of the GLIP.

11.2.4. Within its members, the Executive Committee shall appoint the President, the Vice-Presidents and the Treasurer; and the President shall name the Director who takes in charge the management of the association. The Director shall name the Scientific Manager who is in charge of the technical and scientific activities of the GL-TTP .

11.2.5. The members of Executive Committee may be dismissed *ad nutum* by the GL-TTP Council.

11.3. Termination of office

Office shall be terminated upon:

- End of the mandate
- Death of the member
- Reception by the Executive Committee of a member's resignation letter.

If, before the end of his mandate, the President resigns or becomes unable to serve, a Vice-President shall be appointed by the Executive Committee to take on the office of President until the end of the mandate.

11.4. Meetings

The Executive Committee shall meet twice a year or more if necessary at the request of the President or the Director.

11.5. Tasks & responsibilities of the Executive Committee member:

- 11.5.1. To run, to promote, to coordinate and to supervise the GL-TTP activities under the authority and responsibility of the President;
- 11.5.2. To decide the establishment or the dissolution of other committees or working groups;
- 11.5.3. To animate/exchange scientific and industrial advice with the GL-TTP Council to which it shall submit its proposals;
- 11.5.4. To consider and decide a course of action upon requests sent by members;
- 11.5.5. To approve financial statements and to adopt budget projects;
- 11.5.6. To fix annually the rate of fees for all of the categories of members excepted the GLIP member's fee, and the entry fee for new members.
- 11.5.7. To have authority to decide the suspension of membership;
- 11.5.8. To propose amendments to the statutes;
- 11.5.9. To ensure the renewal of the GL-TTP Council.

11.6. Quorum

- Resolutions of the Executive Committee are valid only when 3/4 of the members are present.
- Decisions of the Executive Committee shall be taken by at least 3/4 of those members present or represented.
- A member may bestow upon another member the responsibility to represent him; each member cannot hold more than 2 powers concurrently.

11.7. Representation

The President or the Director or the Scientific Manager or another member of the Executive Committee at the President's request, may represent the GL-TTP.

ARTICLE 12 OTHER COMMITTEES AND WORKING GROUPS

The Executive Committee can create working groups when necessary and dissolve them when the particular work is finished, redundant, or agreed to be unprofitable..

Other committees may be established at the request of the GL-TTP Council or the Executive Committee.

Article 13 FINANCES AND SALARIED PERSONNEL

The President and the Director may hire personnel with funding of the association, who shall be under the Director's responsibility.

The following resources shall enable the GL-TTP running:

- Fees
- Grants
- Donations
- Receipts from events organised by the GL-TTP, etc.

After each financial year the President shall assess the GL-TTP accounts, which shall be supervised by the Treasurer and controlled by an account auditor appointed by the Executive Committee.

ARTICLE 14 DISSOLUTION

14.1. The GL-TTP shall be dissolved by a ballot with 3/4 of the members present or represented at the General Assembly. The latter shall then bestow upon one or several commissioners the task of the liquidation of the association's goods.

14.2. In case of dissolution, the GL-TTP's goods and assets shall be donated to other non-profit organisations or institutions, which promote the exchange of scientific and industry information.

ARTICLE 15

The Executive Committee shall establish internal agreement to specify the rules of each body of the association.

ARTICLE 16

The President shall notify the Paris Prefecture of the following changes in 3 months:

- Changes in the composition of the Executive Committee
- Statutes' amendments
- Transfer of headquarters
- Dissolution.

ARTICLE 17

In case of omission in the statutes or in the internal agreement and when in doubt, the Executive Committee decides in accordance with French laws.

ARTICLE 18

The statutes of the GL-TTP are written in French. An English translation is also available.

If doubt arises, the French version is the reference version.

Paris 16 of June, 2005

2 Foundation members signatures: