

**BY-LAWS OF THE EUROPEAN INDUSTRY GROUPING  
FOR A HYDROGEN AND FUEL CELL JOINT TECHNOLOGY  
INITIATIVE**

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**STATUTES OF “THE GROUPING”**

**FORMATION**

**Article 1 – Designation**

As a result of the activities of the Hydrogen and Fuel Cell Technology Platform, an international not-for-profit association is hereby formed under the name of “the European Industry Grouping for a Hydrogen and Fuel Cell Joint Technology Initiative”, in accordance with Article 3 of the statutes hereinafter referred to as “the Grouping”. This association is governed by the Belgian law of May 2, 2002.

**Article 2 – Location**

The head office of “the Grouping” is located at Avenue des Arts, 58, 1000 Brussels, Belgium. The head office may be transferred to other premises in Belgium pursuant to a decision of the majority of the Board.

**Article 3 – Objectives**

The establishment of “the Grouping” relates to the creation of a European public private partnership called the Joint Technology Initiative (JTI) according to Art. 171 of the EC Treaty. The scope of the JTI is to accelerate the hydrogen and fuel cell technology deployment process with benefits for energy security, the environment and European competitiveness in the framework of funded research and development under the Seventh Framework Program.

“The Grouping” will, *inter alia*:

- Ensure a coordinated industry position on the JTI process and activities
- Establish application oriented industry Committees to support specific industry needs
- Elect and nominate industry representatives for the Governing Board of the JTI
- Regularly review JTI progress and make proposals for improvement if and when needed

- And represent the interests of the industry within the JTI.

The activities which will be performed by the association in order to achieve its objectives are: holding Board meetings, the organization of Committee meetings, an annual General Assembly and the production of documents/minutes for internal and external communication.

The services of the Grouping are provided to all members (Article 4) and supporters (Article 5) on an individual basis.

## **MEMBERSHIP**

### **Article 4 – Eligibility Criteria, Rights and Obligations, Membership Type and Termination**

#### **Article 4.1 – Eligibility criteria**

Membership of “the Grouping” is open to companies meeting each of the following criteria:

1. (i) Companies established in a Member State of the European Union, according to Article 48 of the EC Treaty<sup>1</sup> or (ii) companies having their registered office, central or principal business location within a State (i) which is a contracting party to the European Economic Area Agreement or (ii) which is an Associated or Candidate Country to the European Union;
2. Companies with relevant activities in research & development, demonstration, industrialization or deployment of hydrogen and fuel cells and/or with concrete plans to do so in the near future within the European Union or the European Economic Area;
3. Companies sharing and supporting the objectives of the JTI for Hydrogen and Fuel Cell Technologies.

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<sup>1</sup> Treaty Establishing the European Community, as amended by subsequent Treaties, Rome 25 March 1957.

## **Article 4.2 – Rights and Obligations**

Members shall have the following obligations:

- payment of an annual membership fee;
- payment of any contribution to the project fee due pursuant to the clause in the consortium agreement referred to in Article 9;
- invoicing, collection and transmittance by the member-coordinator of a FCH Joint Undertaking project to “the Grouping” of any project fee due pursuant to Article 9.

Members shall have the following rights:

- participation in the meetings of the General Assembly in the status of active participants, with the right to submit candidates for election to the Board, voice their opinion and vote;
- participation in the meetings of the Committees in the status of active participants, with the right to participate in the production and delivery of Committee documents;
- access to all the Grouping’s documentation via the password protected Member part of “the Grouping” website.

Members shall qualify for participation in FCH Joint Undertaking projects under and pursuant to the Council Regulation (EC) no 521/2008 setting up and including the statutes of the Fuel Cells and Hydrogen Joint Undertaking, as published in the Official Journal L 153/1 of the European Union of 12 June 2008.

## **Article 4.3 – Membership Type and Termination**

Without prejudice to the termination provisions of this Article 4.3, the members’ choice of membership type shall be valid and effective during successive time slots of three financial years each.

The first time slot of three financial years shall span the years 2009 to 2011.

The members’ choice of membership type applying to each time slot of three financial years shall either be:

- (i) for three years’ membership;
- (ii) or for one year membership.

The members shall notify the Board (c/o the Secretariat), in writing and by registered mail, of their choice of membership type during a window of time that shall be opened at a time to be decided and communicated to the members by the Board and the duration of which shall be decided by the Board but shall not exceed six calendar weeks.

If a member fails to notify the Board (c/o the Secretariat) of a choice of membership type during the above window of time, that member shall be deemed to have chosen for the one year membership type during and for the first time slot of three financial years.

Members shall not have the right to change the expressed or deemed choice of membership type that applies to them during and for the first time slot of three financial years.

By the end of the term of each time slot of three financial years, the Board shall open a new window of time, the duration of which shall be decided by the Board but shall not exceed six calendar weeks, and during which the members shall have the right, but only then, to give notice to the Board (c/o the Secretariat), in writing and by registered mail, of their decision to change their membership type that shall apply to them during and for the subsequent time slot of three financial years. The precise timing of opening of each such new window of time shall be decided and communicated to the members by the Board.

In the absence, during a new window of time to be opened by the Board, of a member giving notice of change of membership type for the subsequent time slot of three financial years, that member shall be deemed to have chosen for the continuation of the membership type applicable to him at the time of the opening of that new window of time.

New members joining in the course of a running time slot of three financial years shall be admitted to one year membership during and for the remainder of that time slot of three financial years. Their admittance shall be subject to the obligation to maintain membership for at least the financial year in which they are admitted and, if they apply after the first quarter, also for the subsequent financial year. They shall have the right, however, during the window of time that is opened by the Board with respect to choice of membership type for the subsequent time slot of three financial years, to give notice of their decision to change the membership type that shall apply to them during that subsequent time slot of three financial years to three years' membership.

Membership termination must be effected by giving notice of termination to the Board (c/o the Secretariat), in writing and by registered mail, at least three months prior to the expiry date of the membership type of expressed or deemed choice or,

as the case may be for new members having joined, of the minimum membership duration required.

## **SUPPORTERSHIP**

### **Article 5 – Eligibility Criteria, Rights and Obligations, Duration and Termination and Evaluation**

#### **Article 5.1 – Eligibility Criteria**

Supportership of “the Grouping” is open to companies meeting each of the following criteria:

1. (i) Companies established in a Member State of the European Union, according to Article 48 of the EC Treaty<sup>2</sup> or (ii) companies having their registered office, central or principal business location within a State (i) which is a contracting party to the European Economic Area Agreement or (ii) which is an Associated or Candidate Country to the European Union;
2. Companies sharing and supporting the objectives of the JTI for Hydrogen and Fuel Cell Technologies.

Other types of legal entities set up by a number of companies with the exclusive objective to become a supporter can be eligible for supportership if the eligibility criteria described in this Article 5.1 are satisfied.

#### **Article 5.2 – Rights and Obligations**

Supporters shall have the following obligation:

- payment of an annual supportership fee.

Supporters shall have the following rights:

- participation in the meetings of the General Assembly in the sole status of observer, without the right to submit candidates for election to the Board, nor voice their opinion, nor vote;
- participation in the meetings of the Committees in the status of passive participant, without the right to participate in the production and delivery of Committee documents;

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<sup>2</sup> Treaty Establishing the European Community, as amended by subsequent Treaties, Rome 25 March 1957.

- access, via the password protected Supporter part of “the Grouping” website, to the minutes of the General Assembly and to other documentation that the Board, in its discretion, determines should be accessible to supporters.

Supporters shall not qualify as “members” when participating in FCH Joint Undertaking Projects under and pursuant to the Council Regulation (EC) no 521/2008 setting up and including the statutes of the Fuel Cells and Hydrogen Joint Undertaking, as published in the Official Journal L 153/1 of the European Union of 12 June 2008.

### **Article 5.3 – Duration and Termination**

Subject and without prejudice to the provisions of Article 5.4 below, supportership shall be for consecutive periods of one financial year each.

Supportership shall terminate at the end of each financial year. If, however, supportership status is renewed by the General Assembly pursuant to the provisions of Article 5.4 below, the Board through the Secretariat shall renew the supportership status for the next financial year unless it is terminated by the supporter by giving notice of termination to the Board (c/o the Secretariat), in writing and by registered mail, at least six calendar weeks prior to the end of the financial year.

### **Article 5.4 – Evaluation**

The General Assembly shall, on an annual basis, evaluate the rights and obligations of supporters as well as the supportership fee.

The General Assembly shall have the right, without there being a requirement to change the present By-Laws, to suspend or abolish the supportership status, and as the case may be to re-introduce the status of supportership, or to modify the rights and obligations of supporters and their supportership fee, all in line with its annual evaluation.

### **Article 6 – Application Procedure**

Any company wishing to become a member of “the Grouping” shall comply with any and all guidelines for membership that are in the statutes of “the Grouping”.

Application for membership shall be directed to the Secretariat of “the Grouping”. Upon receipt of the application, the Secretariat of “the Grouping” will submit such application to the Board, which can make a determination of acceptance. In addition to the criteria stipulated in Article 4.1, a company will be deemed ineligible for membership only if the Board has material reasons to believe that the

candidate is not a legitimate business or that its membership would damage the reputation or the work of the Grouping.

In case of ineligibility, the General Assembly decides on the rejection of the company membership upon a proposal of the Board, in accordance with Article 15(d).

The company membership is delayed until the decision of the General Assembly.

The same application, rejection and delay provisions of this Article 6 shall mutatis mutandis apply to supporters and their supportership status.

## **Article 7 – Suspension, Exclusion, Access to Documentation and Access to Funds upon Dissolution**

### **Article 7.1 – Suspension and Exclusion**

The Board shall have the right to suspend some or all of the membership rights of a member following that member being and whilst that member remains in default by reason of:

- either the non-payment of the annual membership fee for a period exceeding three months after they become due, or the non-payment or non-transmittance by the member-coordinator of any project fee due pursuant to Articles 4.2 and 9, or the non-payment by a member of his contribution to the project fee due pursuant to the clause in the consortium agreement referred to in Article 9,
- or the refusal to include and/or adhere to the clause in the consortium agreement referred to in Article 9,
- or the failure to comply with the rules and regulations of “the Grouping” and the criteria for membership (Article 4) or any other criteria conflicting with the legitimate interest of “the Grouping”.

A defaulting member as specified above may be excluded from “the Grouping” on a proposal of the Board which is voted in favour by the General Assembly meeting the presence quorum stated in Article 17.

Prior to any vote on exclusion, the member will have the right to explain itself to the General Assembly.

If a company becomes bankrupt or otherwise insolvent, it is automatically excluded from “the Grouping”.

The suspension and exclusion provisions of this Article 7.1 shall also apply to supporters and their supportership status and rights by reason of non-payment of dues for a period exceeding three months after they become due, or in the event of a supporter failing to comply with the rules and regulations of “the Grouping” and the criteria for supportership (Article 5) or any other criteria conflicting with the legitimate interests of “the Grouping”.

### **Article 7.2 – Access to Documentation**

Any member which ceases to be part of “the Grouping” for any reason will no longer have any right or claim of access to “the Grouping” documentation after the membership termination being effective.

Any company which ceases to be a supporter of “the Grouping” for any reason will no longer have any right or claim of access to the password protected Supporter part of “the Grouping” website after the supportership termination being effective.

### **Article 7.3 – Access to Funds upon Dissolution**

Upon dissolution of “the Grouping” pursuant to Article 24, any company which has ceased to be part of “the Grouping” for any reason will not have any right or claim of access to “the Grouping funds”.

## **BUDGET/ DUES**

### **Article 8 – Membership Fee**

For the entire duration of the relevant period of their membership type, three years’ or one year membership, members shall be invoiced and shall pay an annual membership fee, consisting of:

- (a) a fixed amount covering the operational cost of the Grouping, as proposed by the Board and approved by the General Assembly on an annual basis; and
- (b) a variable amount to contribute to part of the running cost of the Joint Technology Initiative Programme Office, as proposed by the Board and approved by the General Assembly on an annual basis. This variable amount shall be established in relation to the annual contribution of “the

Grouping” to the running cost of the Joint Technology Initiative Programme Office.

The membership fee level shall be established by the Board in accordance with and in relation to the definition and the differentiated size classification given by the European Community from time to time of Micro, Small, Medium and Large Enterprises (currently Recommendation 2003/361/EC regarding the SME definition which replaced Recommendation 96/280/EC).

The annual membership fee, consisting of (a) and (b) shall not exceed the amount of fifty thousand Euro per member.

New members admitted to a membership type shall pay the full annual membership fee for the entire financial year if they are admitted in the first quarter of the relevant year. They shall pay seventy-five %, fifty % or twenty- five % of the annual membership fee if they are admitted in the second, third or fourth quarter of the financial year respectively.

If a member is excluded from the Grouping, the membership fee shall remain payable, as the case may be, for the entire remainder of the three financial years’ membership period in which case invoicing shall continue on an annual basis, or for the one financial year membership period in which the exclusion is effective.

The membership fee shall be payable by the members within sixty calendar days of the issuance of the invoice thereof.

#### **Article 9 – Project Fee**

Project fees shall be due to “the Grouping” in order to cover the additional part of the contribution of “the Grouping” to the running cost of the Joint Technology Initiative Programme Office.

The project fee level shall be percentage based on the total amount of grants to be received from the call budget by project consortium partners under FCH Joint Undertaking projects pursuant to Council Regulation (EC) No 521/2008 setting up and including the statutes of the Fuel Cells and Hydrogen Joint Undertaking, as published in the Official Journal L 153/1 of the European Union of 12 June 2008. The project fee shall be used towards funding the additional part of the annual contribution of “the Grouping” to the running cost of the Joint Technology Initiative Programme Office.

The Board shall decide on the relevant percentage applicable to project fees on a per call basis.

Each project fee shall be imposed and collectable and collected by means of a clause to that effect in the consortium agreement relating to the specific FCH Joint Undertaking project.

Each member who is the beneficiary of a grant under a specific FCH Joint Undertaking project shall be under the obligation to contribute to the payment of the project fee in accordance with and pursuant to a clause to that effect in the consortium agreement relating to the relevant FCH Joint Undertaking project.

Each member who is the coordinator of a relevant FCH Joint Undertaking project shall be under the obligation to invoice and collect from all project consortium partners their individual contribution to the project fee pursuant to the relevant clause in the consortium agreement relating to the specific project. The member-coordinator shall further be under the obligation to transmit the collected project fee, including his own contribution to the project fee due, to “the Grouping”.

The members’ individual contribution to the project fee shall be payable to the member-coordinator within sixty calendar days of the issuance of the invoice thereof.

The Board shall decide on the detailed rules with respect to invoicing, collection and transmittance of the project fee by the member-coordinator of FCH Joint Undertaking projects.

The obligation of the member to pay his contribution to the project fee shall survive his membership termination or exclusion.

The obligation of the member-coordinator to invoice and collect the project fee shall survive his membership termination or exclusion unless that member-coordinator has arranged for another project consortium partner to take over in a legally binding manner his obligation, for the period following his membership termination or exclusion, to invoice, collect and transmit the project fee to “the Grouping”.

The obligation of the member-coordinator to transmit a collected project fee shall survive his membership termination or exclusion.

## **Article 10 – Supportership Fee**

Supporters shall be invoiced and shall pay an annual supportership fee, consisting of a fixed amount, as proposed by the Board and approved by the General Assembly on an annual basis.

The fee level shall be established by the Board in accordance with and in relation to the definition and the differentiated size classification given by the European Community from time to time of Micro, Small, Medium and Large Enterprises (currently Recommendation 2003/361/EC regarding the SME definition which replaced Recommendation 96/280/EC).

New supporters shall pay the full annual supportership fee for the entire financial year if they are admitted in the first half of that year. They shall pay half of the annual supportership fee if they are admitted in the second half of the financial year.

If a supporter is excluded from the Grouping, the supportership fee shall remain payable for the year in which the exclusion is effective.

The annual supportership fee shall be payable by the supporter within sixty calendar days of the issuance of the invoice thereof.

### **Article 11 – Liability**

Each member and supporter is obliged to pay the amount of the annual fees proposed by the Board and approved annually by the General Assembly in accordance with Articles 8 and 10 respectively, each member is obliged to pay the amount of his contribution to the project fee due in accordance with Article 9, and each member-coordinator is obliged to invoice, collect and transmit the project fee in accordance with Article 9. Members and supporters are not liable for any other financial or other commitments of “the Grouping”.

### **Article 12 – Financial Year**

The financial year-end of “the Grouping” is December 31. The first year-end is December 31, 2007.

## **ORGANIZATION**

### **Article 13 – Structure**

The structure of the organization shall be as follows:

- (a) The General Assembly
- (b) The Board (being elected by the General Assembly)
- (c) The Secretariat (being appointed by the Board)

- (d) The Committees (as approved by the General Assembly)

## **GENERAL ASSEMBLY**

### **Article 14 – Composition**

- (a) The General Assembly of “the Grouping” shall be composed of all members of “the Grouping”. Members have voting rights, on a one vote per member basis.

Supporters shall have the right to attend the General Assembly, without having voting rights.

The General Assembly shall, as a matter of routine, be convened by the Board of “the Grouping” at least once a year within six months after the financial year-end.

An extraordinary General Assembly may be convened whenever necessary, at the discretion of the Board or at the request of not less than thirty % of the members.

- (b) The notice of the proposed agenda for the General Assembly shall be circulated by the Board to the members and supporters at least twenty working days prior to the date of the General Assembly, by ordinary letter or email.
- (c) The members shall be free to suggest any other items to be added to the proposed agenda. The final agenda shall be circulated to the members and supporters not less than ten working days before the General Assembly.
- (d) No decision may be taken by the General Assembly on an item not included in the final agenda unless all members are present and unanimously vote for the inclusion of such an item into the agenda.
- (e) Members and supporters shall be represented at the General Assembly by a duly authorized executive. The person must be indicated by the member or supporter company to the Secretariat at the moment of joining “the Grouping” as a member or becoming a supporter of “the Grouping”. If the member or supporter company wants to change its representative, it should notify the Secretariat at least ten calendar days in advance to the upcoming General Assembly.

## **Article 15 – Responsibilities and Powers**

The powers of the General Assembly are to:

- (a) Elect the members of the Board, and, should the case arise, dismiss them;
- (b) Approve the Board's report on the activities of "the Grouping" and the progress associated to the JTI during the previous year and plans for the coming year;
- (c) Approve the annual accounts of the previous year and the budget for the coming year;
- (d) Decide on the rejection of companies and the exclusion of members and supporters upon proposal of the Board;
- (e) Evaluate and modify the rights and obligations of supporters and the supportership fee and, as the case may be, suspend or abolish or re-introduce the status of supportership;
- (f) Decide on amendments of the statutes of "the Grouping" and dissolution of "the Grouping";
- (g) Deal with other relevant business.

The General Assembly will adopt decisions according to the presence and decision requirements as stated in Article 17, except in the following cases when two-third majority decision is required:

- Approving the budget
- Rejection of companies and exclusion of members and supporters
- Dissolution of "the Grouping"
- Changes to the Statutes
- Election of the Board members

## **Article 16 – Organization of General Assembly Meetings**

The meeting is presided by the Chairperson, who normally should be the chair of the Board. If the Chairperson is unable to attend, one of the Vice-Chairpersons of the association shall take the chair.

A member unable to attend a General Assembly meeting may give the power of attorney to another member to participate in the meeting and exercise its vote. A member can only represent one other member. Notification of the proxy has to be sent to the Secretariat in advance to the General Assembly.

The minutes of the meeting are drafted by the Secretariat, sent within ten working days to the members who were present at the meeting for their comments within ten working days from dispatch of the draft minutes, signed by the Chairperson distributed to all the members and supporters as final version within thirty working days of the meeting and the original is kept in a separate register at the head office.

## **Article 17 – Presence and Decision Quorum Requirements**

In general, decisions are taken by the majority of members present or represented, unless provided otherwise in the statutes of “the Grouping”.

In order to represent a quorum and thus be able to take decisions at a General Assembly more than half of the members must be present. In the event that the presence quorum is not met, the General Assembly shall be convened a second time, with not less than two weeks’ notice, stating the time and place for the meeting. In this case the General Assembly will be held without the presence quorum requirements.

## **THE BOARD**

### **Article 18 – Composition and Rotation**

“The Grouping” is administered by a Board composed of the required number of physical persons to represent “the Grouping” in the governing board of the JTI (as defined in Article 19(b)), who will be elected among the representatives of the members of “the Grouping”.

The Board members are elected by the General Assembly representing all major stakeholders in the hydrogen and fuel cell field and applications as specified in

Article 22. The Board shall to the extent possible reflect a balanced composition with regard to members' nationalities, gender and industrial sectors.

The Board will designate a Chairperson among its members.

The members of the Board shall be duly authorized executive of their respective companies who are highly committed persons and are prepared to dedicate appropriate amount of effort, time and presence to the activities of "the Grouping".

The Board members are appointed for a term of two years.

Rotation shall be undertaken for a maximum of two-thirds of the Board members, with possibility of re-election of at least one-third of the Board members to ensure continuity. The term for any individual shall, however, be limited to a maximum of four years.

### **Article 19 – Responsibilities & Powers**

The Board has the most extensive powers for the administration and management of "the Grouping", with the exception of the powers reserved to the General Assembly. More specifically, the Board will, *inter alia*:

- Decide on the acceptance of membership and supportership application;
- Ensure that upon request, any member or supporter of "the Grouping" can have access to relevant documentation;
- Decide on the suspension of some or all of the membership or supportership rights;
- Propose the exclusion of members and supporters and the rejection of companies;
- Decide on and communicate the opening of the window of time for the choice of membership type;
- Decide on the relevant percentage applicable to project fees on a per call basis;
- Prepare the annual accounts of "the Grouping" for approval by the General Assembly;

- Prepare the annual budget of “the Grouping” for approval by the General Assembly.

**a) Representation at the level of “the Grouping”**

Representation of “the Grouping” towards any and all third parties is by two members of the Board acting jointly.

**b) Representation at the level of the Governing Board of the JTI**

All Board members of the Grouping shall be members of the governing board of the JTI.

In this capacity, the Board members of the Grouping supervise the activities of the JTI Programme Office in order to ensure that its actions are in accordance with the objectives of the JTI Programme.

The Board members shall, in this respect, *inter alia*:

- Consult with the members of “the Grouping” at least every time before and after the Governing Board meeting of the JTI and in accordance to Article 19. This shall be done through communication with the respective Committee.
- Reach agreement within “the Grouping” on issues to be discussed at the Governing Board of the JTI, and in accordance with Article 20(d) this shall subsequently act in accordance with this decision when representing the Grouping in the Governing Board of the JTI. On issues that have not yet been agreed upon in accordance with Article 20(d), the Board members are allowed to discuss but not to take any official position.
- Report to the members of “the Grouping” on the progress associated to the JTI in accordance with Article 15(b).

**Article 20 – Board Meetings**

- (a) The Board will be convened by the Chairperson at least four times a year and upon request of any Board member on the basis of thirty working days’ notice.
- (b) In the event of a Board member’s absence, the absent member of the Board may nominate another member of the Board to exercise his/her vote before

the date of the Board meeting with a written proxy to the Chairperson and the Secretariat with a copy to the designated person. A Board member can only represent one other Board member.

- (c) The agenda for the Board meetings shall be circulated to the Board members at least ten working days in advance, through letter or emails.
- (d) Decisions of the Board need a majority of two thirds of all Board members.
- (e) Meetings of the Board should be held in person. If a Board Member is unable to participate in person he/she may participate by video or telephone allowing simultaneous conversation. A member of the Board taking part in a Board meeting through such means shall be deemed to be present in person at the meeting and shall be entitled to vote.
- (f) The minutes of Board meetings shall be drafted by the Secretariat, and within ten working days sent to the Board members who were present at the meeting for their comments within five working days from dispatch of the draft minutes. The minutes shall be signed by the Chairperson distributed in its final version to the members of the Board within thirty working days after the Board meeting and kept in a separate register at the head office within thirty working days after the Board meeting. The outcome of the Board meetings shall be distributed to the members of “the Grouping” for information.

## **THE SECRETARIAT**

### **Article 21**

- (a) The Secretariat of “the Grouping”, which may be a legal entity, a management company or individuals, is appointed by the Board for a term of three years, renewable each time for terms of three years.
- (b) The Secretariat shall be responsible, *inter alia*, for the organization of meetings, the execution of the Grouping’s agenda and will support the activity of the Board and the General Assembly, as requested by the Board.
- (c) The Secretariat will attend the meetings. The Secretariat will support the meetings as requested by the Board.

## **THE COMMITTEES**

### **Article 22**

The General Assembly will establish the Committees. The purpose of the Committees is coordination of specific industries within “the Grouping” and communication with the members of the Board.

The following Committees shall be established, *inter alia*:

- First group: Automotive and other Transportation
- Second group: Stationary Power Generation, including residential power generation
- Third group: Portable and Micro Power
- Fourth group: Hydrogen Production & Distribution
- Fifth group: Small & Micro Enterprises
- Sixth group: Hydrogen and Fuel Cell Components Supply Industry

In any event, the structure of the Committees shall take into consideration the structure of the Implementation Plan and, once being adopted by the JTI Governing Board, be aligned to the JTI Action Plan.

The Committees shall be composed by representatives of the members of “the Grouping”. Members of “the Grouping” participate in the Committees according to their field in hydrogen and fuel cells applications. Each Committee shall be presided over by a member of the Board who will act as leader of the Committee to ensure appropriate representation and communication.

## **AMENDMENT OF THE STATUTES AND DISSOLUTION OF THE ASSOCIATION**

### **Article 23 – Amendment**

Any proposal for the amendment of these statutes shall be submitted in writing to the Board in order to include it in the agenda for the next General Assembly. In order for the Board to consider this proposal, such a proposal must be supported

by at least twenty-five % of the members. The amendment of the statutes shall be adopted by the General Assembly in accordance with Article 17.

#### **Article 24 – Dissolution**

Any proposal for the dissolution of “the Grouping” shall be sent to the Chairperson who will submit it to the Board in order to include it in the agenda for the next General Assembly. In order for the Board to consider this proposal, such a proposal must be supported by at least twenty-five % of the members. Dissolution of “the Grouping” shall be adopted by a two-third majority of the members present or represented.

In case of dissolution of “the Grouping”, the Board shall act as liquidator and decide on the distribution of any balance remaining after discharging the Grouping’s liabilities. This distribution will be done in proportion to the contributions paid by the members and the supporters as far as the remaining balance is concerning the members’ and supporters’ contribution.

If the creation of a European Public Private Partnership together with the European Commission cannot be achieved, or should the JTI not enter into force, the members of “the Grouping” shall initiate the procedure of dissolution of “the Grouping” in accordance with Article 24. Should the JTI not enter into force, the dissolution procedure of “the Grouping” begins once confirmation that it will not enter into force is received.

#### **Article 25 – Language**

The working language of “the Grouping” shall be English.

#### **Article 26 – Applicable law**

Everything not provided for in the present statutes must conform to the law of Belgium.

#### **Annex 1 – Structure of “the Grouping”**

Annex 1 – Structure of “the Grouping”

“The Grouping”

**GENERAL ASSEMBLY**  
Annual Meeting

**The Board**  
Chair and Vice-Chairs

**Secretariat**  
Support to the Board  
and the GA

**The Committees** (representing members of the Grouping)  
(along lines of H2FC applications or other criteria - consistent with JTI structure)