

## ARTICLES OF ASSOCIATION

(*STATUTEN, Bylaws*)

### DEFINITIONS

#### Article 1

In these articles of association the following definitions shall apply:

<b>Association</b>	the legal entity to which these articles of association relate
<b>Board</b>	the board ( <i>bestuur</i> ) of the Association, shall consists of five to seven members including the Chairperson, the Treasurer and the Secretary who shall be in charge of the day-to-day business of the Association.
<b>Collaborative Law and Practice</b>	<p>In Collaborative Law and Practice:</p> <ul style="list-style-type: none"> <li>• the parties sign a participation agreement describing the nature and scope of the matter;</li> <li>• the parties voluntarily disclose all information which is relevant and material to the matter that must be decided (disclosure);</li> <li>• the parties agree to use good faith in their negotiations to reach a mutually acceptable settlement;</li> <li>• each party must be represented by a collaborative lawyer whose instruction terminates upon the undertaking of any contested court proceedings;</li> <li>• the parties may engage mental health and financial professionals whose engagement terminates upon the undertaking of any contested court proceedings; and</li> <li>• the parties may jointly engage other experts as needed.</li> <li>• The heart of Collaborative Law and Practice is to offer parties in conflict the support, protection and guidance of a party's collaborative professional(s) without going to court.</li> </ul>
<b>General Assembly</b>	the body formed by all Members and Partners of the Association or a meeting of Members and Partners
<b>IACP</b>	the International Academy of Collaborative Professionals
<b>Member</b>	a member of the Association
<b>Partner</b>	a partner of the Association
<b>Written</b>	The term "written" or "in writing" shall also include the use of electronic means of communication.

## **NAME AND SEAT**

### **Article 2**

The name of the Association shall be **European Network for Collaborative Practice**, abbreviated as **ENCP**, and has its seat in The Hague, The Netherlands.

## **PURPOSE**

### **Article 3**

The main purpose of the Association is:

- a. the promotion and growth in Europe of Collaborative Law and Practice;
- b. the promotion of learning and education through basic and advanced trainings amongst professionals, citizens and communities of Collaborative Law and Practice;
- c. the creation and publication of publicity materials including a website;
- d. the promotion and exchange of experience at European cross border level with regard to Collaborative Law and Practice (in part to enable people to work cross-border);
- e. the creation and maintenance of closer ties between European collaborative professionals to facilitate the exchange of experience amongst practitioners of the Collaborative Law and Practice;
- f. the development of a European quality standard for Collaborative Law and Practice practitioners;
- g. to support the development and growth of Collaborative Law and Practice in all European countries, whilst at the same time respecting the individual, social, cultural and legal framework of each member state country.

The promotion of the goal of the Association as stated above will be pursued inter alia, by seeking funds, grants and publicity.

## **MEMBERSHIP AND PARTNERSHIP**

### **Article 4**

- 4.1 Membership will be open to associations, to be decided by the General Assembly with a majority of two thirds of attending and voting Members with the possibility of having proxies for the vote. An association is a non-profit Collaborative Law and Practice entity of regional or national relevance with a constitution pursuant to the national law of that entity. The conditions for such membership and their rights and duties shall be determined by the General Assembly from time to time.
- 4.2 Partnership will be open to individuals, to be decided by the General Assembly with a majority of two thirds of attending and voting Members with the possibility of having proxies for the vote. Partners should be trained in Collaborative Law and Practice. Partners must not have a regional or national Collaborative Law and Practice association or entity in their country. Partners shall have no voting rights in the General Assembly. The conditions for such partnership and their rights and duties shall be determined by the General Assembly from time to time.
- 4.3 The membership and partnership fee shall be determined by the General Assembly and may be modified from time to time by the General Assembly. From 2018 Members will pay a 500 € flat fee per year, Partners will pay 100 € per year. The General Assembly may establish categories of Members and Partners and establish different fee contributions. The fee contributions will be kept as low as possible, by seeking other means of financing the Association.

## **TERMINATION OF MEMBERSHIP AND PARTNERSHIP**

### **Article 5**

- 5.1 Membership and partnership shall be terminated:
- by written notice of withdrawal from the Association by the Member or Partner;
  - by exclusion by the General Assembly;
  - by the dissolution, liquidation or death of the Member or Partner;
  - in the case of a Member or Partner not paying the annual fee, the exclusion of such Member or Partner will automatically take place at the expiry of the year to which the fee refers.
- 5.2 Termination of membership by decision of the General Assembly shall be intimated by written notice of the board:
- in the case of a Member or Partner not paying the annual fee, the exclusion of such Member or Partner will automatically take place at the expiry of the year to which the fee refers.
  - in the case of a Member or Partner no longer meeting the criteria for membership or partnership set forth in these articles of association;
  - in the case of conduct by the Member or Partner which is deemed by the General Assembly at their discretion to constitute grounds of expulsion such as but not limited to, violation of the articles of association, or behaviour found offensive or violating the interests of the Association.
- 5.3 Termination of membership or partnership will allow the Association to delete immediately the Member's or Partner's page and any related information on the dedicated ENCP website.

## **BODIES OF THE ASSOCIATION**

### **Article 6**

The bodies of the Association are:

- the General Assembly; and
- the Board.

The General Assembly may at their discretion establish other bodies.

Both Board and General Assembly may establish committees and working groups.

## **GENERAL ASSEMBLY**

### **Article 7**

- 7.1 The General Assembly consists of all Members and Partners.
- 7.2 The General Assembly is the decision-making body of the Association.

This power entails amongst others:

- to establish and control the objectives and strategy of the Association;
- to set the guidelines and framework for the Board;
- to approve the budget and balance sheets of the Association, and in general decide on financial matters;

- to approve the yearly report and the budget;
- to establish how many members the Board needs, according to article 9.1;
- to decide on resolutions of the Board which are subject to approval of the General Assembly and to approve or reject such resolutions of the Board;
- to elect and dismiss members of the Board;
- to admit new Members and Partners;
- to exclude Members and Partners;
- to decide on any subject which does not belong to others, and on proposals made by the Board or committees;
- to amend the constitution;
- to decide on dissolution and liquidation of the Association;
- to exercise any other powers under applicable law, articles of association of the Association and its regulations as may occur from time to time.

## **MEETINGS OF THE GENERAL ASSEMBLY**

### **Article 8**

8.1 The General Assembly shall meet at least once a year for the Annual General Assembly in accordance with article 11 paragraph 2 and 4 and furthermore as often as they deem useful or as they are convened by the Board. Each Member is entitled to send two delegates.

Every Member has one vote. Members can (where applicable) exercise their voting rights at the General Assembly by electronic means of communication. For Members to vote electronically they must be identified and observe in real time the proceedings at the General Assembly.

The Board may impose conditions on the use of electronic means of communication. Such conditions must be announced in the convening notice.

Partners are entitled to participate in the General Assembly but have no voting rights.

8.2 The Board shall send notice and the agenda at least three weeks before the meeting date and other documents relevant for such meeting at least two weeks before the meeting date. Communication will be in writing. In special cases documents and a supplement to the agenda may be sent at least one week in advance or handed out at the meeting, in which case the General Assembly shall decide by two thirds majority whether or not these documents and subjects will be discussed and decided on.

8.3 At the written request of at least ten per cent (10 %) of the Members, the Board shall call a special meeting.

8.4 The General Assembly shall decide on simple majority of attending and voting Members. Decisions regarding admission and exclusion of Members and Partners, amendments of constitution, dissolution and liquidation of the Association will be taken on a two/third majority of at least five voting Members. The General Assembly will try to reach all the decisions unanimously conforming to the idea of Collaborative Law and Practice, regarding the interest of all the Members and Partners individually.

8.5 Every meeting that has been called and due notice given shall be deemed to have the requisite quorum irrespective of the actual representatives at the meeting.

8.6 The Board may decide that votes cast in writing before a General Assembly, but not earlier than on the thirtieth day before that of the meeting, shall be equated with those cast at the time of the meeting.

## **BOARD MEMBERS AND THEIR RIGHTS AND DUTIES**

### **Article 9**

- 9.1 The Board shall be constituted by five to seven members. The General Assembly establishes, at its discretion, how many members the Board needs. The Board shall appoint from their midst a Chairperson, a Secretary and a Treasurer.
- 9.2 The Board shall be charged with the day-to-day management of the Association. The Board shall require approval of the General Assembly for such resolutions as the General Assembly has determined and notified to the Board. The Board shall represent the Association. Furthermore, the Association shall be represented by two (2) Board members acting jointly. Board members are prohibited from acting unilaterally in matters relating to the Association.
- 9.3 The Board shall meet at least two times per year. The quorum shall consist of at least four Board members or two-thirds (2/3) of the Board. Decisions shall be taken by simple majority of the Board members present and voting.
- 9.4 The Board appoints committees and supervises their work. The Board can also decide to invite new associations, groups or individuals, who aspire to become Members or Partners, into the Association's meetings. The Board convenes the General Assembly once a year.

## **APPOINTMENT OF BOARD MEMBERS**

### **Article 10**

- 10.1 Individuals who are members of Members and Partners can be elected to the Board.
- 10.2 Board members shall be elected by the General Assembly by a two-thirds (2/3) majority of attending and voting Members.
- 10.3 General Assembly will elect a new Board every two years.
- 10.4 Any Board member may only be re-elected twice.
- 10.5 For the purpose of proper governance the General Assembly may at its absolute discretion in exceptional circumstances, permit a Board member to be appointed for more than three terms of office.
- 10.6 Any member of the Board may be removed for good cause by two-thirds (2/3) of attending and voting Members of the General Assembly.

## **FINANCIAL YEAR AND ANNUAL ACCOUNTS**

### **Article 11**

- 11.1 The financial year of the Association shall run as from the first day of January through the thirty first day of December.
- 11.2 Each year, within six months after the end of the financial year, unless this period has been extended by a maximum of five months by the General Assembly on account of special circumstances, annual accounts shall be prepared by the Board and shall be made available for inspection by the Members at the office of the Association. Within this period the Board shall also present the annual report for inspection by the Members.
- 11.3 If the General Assembly has not instructed an accountant to audit the annual accounts, it shall annually appoint a committee of at least two members who may not form part of the Board. The committee shall examine the annual accounts and shall report on its findings to the General Assembly. The Board must

provide the committee for its examination with all information requested by it and permit it to inspect the books and records of the association.

- 11.4 The annual accounts shall be adopted by the General Assembly, which the Board shall cause to be held within one month from the end of the period within which such accounts should be drawn up.
- 11.5 The annual accounts, as prepared, shall be signed by all members of the Board. If the signature of one or more of them is missing, this shall be stated, giving the reason therefore.
- 11.6 A resolution of the General Assembly to discharge the members of the Board from liability for their management, shall relate exclusively to the management in as far as such is apparent from the annual accounts and report, unless expressly otherwise stated in the relevant resolution.

## **AMENDMENT OF ARTICLES OF ASSOCIATION**

### **Article 12**

Subject to the approval of the General Assembly, these articles of association may be amended at any properly convened meeting, by a vote of two-thirds (2/3) of attending and voting Members, even by proxy, and at least five Members. Any such amendment shall be proposed in writing by a member of the Board according to the terms of Article 8 above.

## **DISSOLUTION AND LIQUIDATION OF THE ASSOCIATION**

### **Article 13**

- 13.1 Subject to a resolution cast by two-thirds (2/3) of attending and voting Members, even by proxy, and at least five Members of the General Assembly, the Association may be dissolved.
- 13.2 The orderly winding-up of the Association shall be undertaken by the Board.
- 13.3 Any surplus remaining after the orderly winding-up of the Association, shall be distributed on a pro rata basis among those Members in existence at the date of dissolution.

## **POWER OF ATTORNEY**

The authorisation granted to the person appearing is evidenced by [redacted] private powers of attorney which immediately after the execution will be attached to this deed.

## **FINALLY**

The person appearing is known to me, civil law notary.

This deed was executed in [redacted] on the date mentioned in its heading.

After I, civil law notary, had conveyed and explained the contents of the deed in substance to the person appearing, she declared that she had taken note of the contents of the deed, was in agreement with the contents and did not wish them to be read out in full. Following a partial reading, the deed was signed by the person appearing and by me, civil law notary.