

INTERNAL BY-LAWS OF EIT URBAN MOBILITY ASSOCIATION

Section I.- Definitions and Purpose

Article 1.- Definitions

1. **Association:** the non-profit EIT URBAN MOBILITY association.
2. **AoA:** the articles of association governing the Association.
3. **By-laws:** the internal regulations of the Association set forth in this document.
4. **CLC:** company that will be set up by the KIC LE and will act as innovation hubs, being the KIC LE its sole shareholder.
5. **Core Partner:** Member of the EIT Urban Mobility Association as defined in article 4.2 of the AoA.
6. **EIT:** the European Institute of Innovation and Technology.
7. **EIT Regulation:** Regulation (EU) 2021/819 of the European Parliament and of the Council of 20 May 2021 on the European Institute of Innovation and Technology.
8. **EIT UM Strategic Agenda:** the document established by the General Assembly of the Association that defines the KIC LE's aims in the fields of education, research and development and innovation for a period of seven (7) years and provides a roadmap for their implementation.
9. **General Assembly:** the highest decision-making body of the Association.
10. **KIC LE:** The limited liability company that will be set up and wholly owned by the Association that will enter as KIC Legal Entity.
11. **KIC or Knowledge Innovation Community:** an autonomous collaborative partnership of higher education institutions, research organisations, cities, companies and other stakeholders in the innovation process in the form of a strategic network based on mid-to long-term innovation.
12. **Managing Board:** the body that directs the day-to-day activities and operations of the Association (see article 7 of the AoA).
13. **Member:** Any Core Partner of the Association.
14. **Membership Contribution:** the financial contribution by the Members to the Association.
15. **UM:** means Urban Mobility.

Article 2.- Object and nature of these internal By-laws

- 2.1 These internal By-Laws, as adopted by the General Assembly of the Association, supplement and detail the provisions of the AoA of the Association and regulate:
 - (a) The operation, management and the internal structural organization of the Association;
 - (b) The use of the financial contributions of the Members;
 - (c) The admission of Members procedure.
- 2.2 The Members shall exercise their rights as Members in the Association in a way that ensures performance of the AoA and these internal By-laws.

Section II.- Legal structure and regional network

Article 3.- Legal structure

- 3.1 The Association owns a limited liability company that will act as KIC LE. The Association shall be the sole shareholder of the KIC LE and therefore shall control the KIC LE.
- 3.2 The KIC LE will be internally structured and organised according to its own AoA and the applicable internal by-laws of the KIC LE.

Section III.- Membership

article 4.- Members

4.1 Requirements

As a condition of membership, all Members must comply with the requirements set forth in article 4 of the AoAs and the following criteria:

- a) be established or incorporated in a Member State of the European Union or in an associated country to the European Framework Programme for Research and Innovation, or in any third

country with or without a bilateral agreement or arrangement with the European Union in accordance with the provisions of the European Union framework programme for research and innovation. Entities which do not have legal personality under their applicable national law; provided that their representatives have the capacity to undertake legal obligations on behalf of the entities and that the entities offer guarantees for the protection of the financial interests of the European Union equivalent to those offered by legal persons. In particular the applicant shall have a financial and operational capacity equivalent to that of a legal person. The representatives of the applicant shall documentally prove that all those conditions are satisfied;

- b) be directly or indirectly active in or for the urban mobility sector, supporting the aim of the Association;
- c) prove their ability to adhere to the overall objectives of the Association;
- d) supplement the existing competences within Association along the value chain and/or bring in specific new emerging technology competences; and
- e) be willing to act in the CLC to which they are connected as institutions of innovation and excellence in fields impacting the urban mobility value chain.

4.2 Members and Application for admission for new members

4.2.1 The new Members of the Association are those other legal entities that, complying with the criteria set out in article 4 of the AoA and article 4 of these internal By-laws, have submitted a written application in accordance with article 4.1 of the AoA and the article 4.2.2 of these internal By-laws.

4.2.2 The application for admission to the Association (“Application”) must be addressed in writing to either:

- (a) the Managing Board of the Association directly, or
- (b) the CLC Director of the region where the applicant has its registered office.

The Application will include a declaration whereby the applicant fully accepts and adheres to the AoAs, the internal By-laws and any other laws or regulations applicable to the Association according to the criteria proposed by the Managing Board of the Association and accepted by the General Assembly.

The Application shall specify, at least, the following:

- (a) Name of the applicant.
- (b) Legal nature according to article 4.1 of the AoA.
- (c) Proof or accreditation of the requirements set forth in 4.1 of these internal By-laws.
- (d) Registered office.

- (e) Email address.
- (f) Postal address.
- (g) Name, title and contact details of the legal representative as well as the name of the person to represent the Member.
- (h) Commitment that the applicant will pay the fees (entrance, if applicable, and annual fees, if applicable).
- (i) Confirmation of receipt and acceptance of both the AoA and these internal By-laws.
- (j) Confirmation of the commitment by the applicant that it will comply with the AoA, the internal By-laws and any further rules of the Association once it becomes a Member.

By applying for admission, the applicant adheres to the AoA, the internal By-laws and any other rules and policies of the Association in case of acceptance.

In the event a CLC Director is the recipient of the Application, he or she shall forward all the received Applications to the CEO, who will forward it to the Managing Board of the Association.

The Managing Board of the Association shall coordinate, collect and check compliance of all the Applications with all the requirements for becoming a Member of the Association.

The Managing Board of the Association shall collect all compliant Applications of a given year and will decide whether to issue a recommendation and justification for the acceptance of each applicant or recommendation for the rejection of the Application.

The Managing Board of the Association shall inform the General Assembly of all the latest compliant Applications accompanied by a recommendation and justification for acceptance of each applicant or a recommendation for the rejection of the Application. The Association will be open to all applicants fulfilling the requirements and criteria set forth in the AoA and these By-laws. A recommendation for acceptance will include an envisaged timeline.

The Managing Board of the Association shall include in the agenda of the General Assembly the membership approval of all the applicants and will provide the Members with the corresponding recommendations and justification for acceptance or rejection of the applications.

The Managing Board shall follow up the partnership distribution and will make its best efforts to ensure that the partner distribution mirrors the KIC and its knowledge triangle of higher education institutions, research organisations, cities, companies and other stakeholders in the innovation process and that they are adequately involved in the governing bodies of the Association.

4.3 Partnership Fee for Members

To achieve the purposes of the Association and to carry out its activities, the Members may be required to pay specific partnership fees. The General Assembly, at the proposal of the Managing Board, will determine the applicable Partnership Fees. The Members will have the right to know the partnership fees proposal of the Managing Board from the moment the relevant General Assembly is called.

The General Assembly may establish an entrance fee to be paid when becoming member of the Association under article 4.4.b. of the AoA.

In accordance to the article 6.3.(c) of the AoA, the General Assembly may decide entrance and partnership fees of the year preceding the payment. The Partnership Fees for every financial year are due by the end of January of the respective year. For the avoidance of doubt, the Partnership Fee relates to the financial year in which it is due and not to the next financial year.

All Partnership fees are collected by the Association. The use of the Partnership Fees paid by the Association shall be in accordance with the purpose of the Association.

4.4 No content

4.5 Member rights

Further to the provisions set forth in Article 4.3. of the AoA, Members shall have the following rights:

- Right to use the facilities and material resources of the Association, as well as access to internet, provided they hold written authorization of the Managing Board. The written authorisation will include the scope of the authorisation that will be compatible with the purposes of the Association and will not authorise a privative use.
- Right to submit proposals for KIC activities via an open and transparent call process. These proposals will be submitted in accordance with the EIT guidelines.

- Information rights towards EIT Urban Mobility regarding EIT Urban Mobility's affairs and dealings, and any and all information regarding EIT Urban Mobility that may be of relevance for the Members. The Members have also information rights towards CLCs as defined by their agreement with EIT Urban Mobility.

4.6 Sanctions

The managing board has the power to sanction infringements of the rules of the association committed by its members in accordance to the article 4.5 of the AoA. The managing board will approve a list of very serious infringements, serious infringements and less serious infringements and will regulate the corresponding sanctions that can rank from a warning, penalty up to the termination of its membership in accordance with the article 4.6.2 of the AoA.

Section III.- Organization of the Association

Chapter I.- General procedures

Article 5.- General Assembly

As sole shareholder of the KIC LE, the Association is competent to agree on the:

- a) approval of the financial statements of the KIC LE, the distribution of earnings and the approval of corporate governance report;
- b) appointment and dismissal of the members of the supervisory board of the KIC LE, liquidators and, where necessary, auditors, and the institution of liability action against any of them;
- c) amendment of the articles of association of the KIC LE;
- d) capital increase and reduction of the KIC LE;
- e) removal or limitation of the pre-emptive rights to take stakes or subscribe shares of the KIC LE;
- f) acquisition, sale or contribution of essential assets of the KIC LE to another company. An essential asset is an asset when the amount of an operation by the KIC LE exceeds the 25% of the value of the assets of the KIC LE listed in the last approved financial year;
- g) conversion, merger, spin-off or global assignment of assets and liabilities and the transfer of the registered office of the KIC LE abroad;
- h) wind-up of the KIC LE;
- i) approval of the final liquidation balance sheet of the KIC LE;
- j) any other matters stipulated by law or by the articles of association of the KIC LE, except for the (annual) Business Plans submitted to the EIT applying for EIT funding

Notwithstanding the rules set forth in article 6 of the AoAs, each Core Partner is represented in meetings of the General Assembly by one delegate (“**Representative**”).

For the purpose of organizing their representation in the meetings of the General Assembly, Core Partners have the following options:

- the Core Partner nominates for each separate meeting a representative on the basis of a written delegation provided specifically for that meeting and communicated via e-mail in scanned version to the Chairperson of the Managing board, the deputy Chairperson or eventually the person acting as chairperson of the General Assembly meeting; or
- the Core Partner at any time upon or after its admission as Core Partner, nominates a permanent representative by providing a written appointment to the Chairperson of the Managing Board. In addition, a Core Partner can choose to nominate two (2) alternates for its permanent representative. For the avoidance of doubt it is noted that the two (2) alternates may also be on the payroll of any of the Linked Third Parties of a Core Partner. Both the permanent representative and the alternates, if any, can be changed by the Core Partner at any time. For this purpose, Core Partner shall provide a new written permanent appointment to the Managing Board, at least until one week prior to a meeting of the General Assembly in order to have the change of the permanent representative and/or alternate to be effective. When nominating a permanent representative and two (2) alternates, the Core Partner shall also communicate to the Managing Board the address and the e-mail address of such person. No member of the Managing Board will be allowed to act as a Core Partner representative at the General Assembly.

Article 6.- Managing Board

In accordance to the Managing Board’s competences set forth in article 7.2.a) of the AoAs, Managing Board shall represent, manage and lead the Association.

Considering the paramount interest of the Association as sole shareholder of the KIC LE, the Managing Board will follow up the implementation of the decisions taken by the General Assembly when executing the competences set forth in article 5 of this Internal By-laws. The Managing Board will monitor the Supervisory Board in order to execute the competence set forth in article 5.b) of this internal By-laws. .

The main purpose of disclosing the information to the General Assembly will be to:

- (i) keep the Members updated on the activities and projects of the KIC LE and the CLCs; and
- (ii) collect the relevant information in order to help the Members to decide the direction of their vote in the meetings of the General Assembly, namely on:
 - a. the KIC LE strategic agenda,

- b. the KIC LE business plan,
- c. the activity plan,
- d. the KIC LE annual accounts, and
- e. the appointment and revocation of the members of the Supervisory Board stemming from the Nomination and Remuneration Committee.

The Managing Board will represent the interests of the Association as sole shareholder of the KIC LE and will execute the decisions made by the General Assembly in the General Shareholders' Meeting of the KIC LE.

Article 7. Nomination and Remuneration Committee

The General Assembly shall appoint a Nomination and Remuneration Committee composed of three (3) members. The members of the Nomination and Remuneration Committee shall be appointed for a term of at most three (3) years.

Members of the Nomination and Remuneration Committee shall declare that they are bound by all the applicable regulations and by appropriate confidentiality undertakings prior to accepting their position.

The role of the Nomination and Remuneration Committee shall be:

- (i) to nominate candidates for the internal positions within the Association;
- (ii) to propose candidates to the General Assembly for the appointment of the KIC LE Supervisory Board members as set forth in article 6.3 (k) of the AoA;
- (iii) to evaluate the candidates proposed by the steering committees of the CLCs to become members of the Supervisory Board, if apply;
- (iv) to nominate candidates for the legal entities where the Association holds a majority of shares or has a similar control position.

The Nomination and Remuneration Committee shall meet as required to perform its tasks.

Members of the Nomination and Remuneration Committee shall declare that they are bound by all the applicable regulations of the Association and by appropriate confidentiality undertakings prior to accepting their position.

Article 8. Association's Office

Without being exhaustive, the Association's office will:

- allow the Association and its Members the organization of meetings of the General Assembly and the Managing Board in the Association's premises;
- assist with day-to-day correspondence with the Core Partners and Members and the collection of reports;
- provide administrative support to the Core Partners and as the case may be;
- keep records and accounting information;
- also have a supporting role with respect to the following functions:
 - marketing and communications
 - infrastructure
 - finance
 - legal
 - human resources

The Association will be able to perform the roles and services as set forth above provided that it hires staff and/or contract services to third parties (including the KIC LE).

Section VI: Code of conduct, conflict of interests and confidentiality

Article 9 Code of Conduct including a Conflict of Interest Policy

In line with EIT requirements a code of conduct including a conflict of interest policy will be established and approved by the General Assembly upon proposal by the Managing Board.

Article 10. Confidentiality

10.1 Members of the Association and the Managing Board shall preserve the confidentiality of the Confidential Information.

10.2 Confidential Information ("**Confidential Information**") means:

- (a) all written and verbal documentation and information in any medium, related to the disclosing party, that is provided, directly or indirectly, to the recipient party or its representatives with respect to which its confidential nature is explicitly stated orally or in writing or where the confidentiality clearly appears from the circumstances;

- (b) any documentation or information that the recipient party becomes aware of in any way, with the aim of considering, assessing, negotiating and, if applicable, a decision or resolution of the General Assembly, Managing Board, with respect to which its confidential nature is explicitly stated orally or in writing or where the confidentiality clearly appears from the circumstances;
- (c) any extract, analysis, compilation, forecast, study, summary, report or document prepared by the recipient party or at the request of the recipient party that fully or partially contains or refers to the information described in the point (b) of this paragraph; or
- (d) copies of the Confidential Information.

10.3 Confidential information shall not include:

- (a) information that is or later has become generally available to the public;
- (b) information that at the time it was made available to a person was already in that person's possession seemingly without a breach of a duty of confidentiality;
- (c) information that must be disclosed to comply with applicable laws or regulations or with a court or administrative order, provided, however, that the receiving party, to the extent it is lawfully able and, if permissible, prior to any such disclosure, will (i) notify the disclosing party; and (ii) comply with the disclosing party's reasonable instructions to protect the confidentiality of the information;
- (d) information that is approved for release by written agreement of the disclosing party; and
- (e) information that at any time is developed by the recipient party completely independently of any such disclosure by the disclosing party.

10.4 In the event of disagreement, the recipient party has the burden of proof that the information received is comprised by article 10.3.

CHAPTER III. - Miscellaneous

Section VIII: Language and Notices

Article 11. Language

The official versions of the AoA of the Association and these internal By-Laws are in English. In case the AoAs or these internal By-Laws need to be drafted in Catalan or Spanish in order to comply with Spanish and Catalan Laws, it is expressly understood that in case of discrepancies the English version shall prevail.

Article 12. Notices

12.1 Notices to the bodies of the Association

Notices to the Association and the Managing Board of the Association shall be made in writing (i.e., e-mail, or letter) to the address of the Association as set forth in the AoA under article 1.3 of the AoA. The Association can also be reached at:

E-mail: info@eiturbanmobility.eu

Changes to the e-mail addresses shall be communicated in writing to the Core Partners and the new e-mail addresses shall be used as from the date indicated in the written communication.

12.2 Notices to the Core Partners

All notices to the Core Partners shall be made to the e-mail addresses of the Core Partners, as to be provided by the Core Partners to the Association upon their admission as Core Partner. Such addresses shall be kept by the Association in its registry.

Core Partners have the right to change their registered addresses and number at any time and shall provide a written notice to that effect to the Chair of the Managing Board. Such change shall be effective upon its receipt by them. For the avoidance of doubt, mail delivery includes delivery by postal and courier services and e-mail.

12.3 Receipt of Notices

Any written notice or other communication to be given or made pursuant to the AoA, internal By-Laws, or resolutions of the General Assembly or Managing Board, shall be effective upon receipt which shall be deemed to have occurred, if delivered by hand at the time of delivery, if sent by email upon receipt of an automatic notification of receipt or receipt of a confirming return e-mail.

Section IX: EIT URBAN MOBILITY logo

Article 13. EIT URBAN MOBILITY logo

If the Association uses the EIT Urban Mobility logo it shall be in accordance with the partnership agreement and the grant agreement signed between the KIC LE and the EIT and the instructions and guidelines for the use of the EIT URBAN MOBILITY logo.

The Managing Board will be responsible for the use of the EIT URBAN MOBILITY logo according to the agreements referred in the previous paragraphs.

Section XI: Documentary and accounting obligations

Article 14.- Documentary and accounting obligations

The administration of the funds of the Association (which must be orderly, diligent, efficient and appropriate for its activities) will be reflected in the accounting books (a daily balance book, an inventory book and a book of annual accounts) and, based on the principle of transparency, will be subject to the corresponding intervention and disclosure, so that the Members can have knowledge of their management and their destination.

The Association shall record in a minute book the sessions of their governing and representation bodies.

Section XII: Miscellaneous

Article 15. Miscellaneous

15.1 The headings and table of contents used in these internal By-Laws are for reference purposes only and will not be deemed to limit or affect its interpretation.

15.2 The illegality, invalidity or nullity of any of the articles of these internal By-Laws will not affect the validity of its other provisions.

Article 16. Amendments

These internal By-Laws only can be totally or partly modified by the General Assembly.

Article 17.- Applicable law

17.1 The Association is set up in accordance to the Law 4/2008 of April 24, third book of the Civil Code of Catalonia.

17.2 The relationship between the Association and its Members will be regulated as stipulated in the AoA, its internal By-laws and any other internal agreement approved by them.

17.3 Notwithstanding the above, the Association and its Members are bound to fulfil the applicable European Union laws, in particular the EIT Regulations, which will apply preferably in case of conflict.
