**STATUTES OF ASSOCIATION**

**TEAM A, LOOP I/2021**

***«Project Name/Brand»***

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1. ESTABLISHMENT
2. As part of the Programme, a technical-scientific association within the meaning of Articles 60 *et seq*. of the Swiss Civil Code (“**CC**”) is hereby established under the name “TEAM A LOOP I/2021” ("**Association**"); the collective trademark "**Project Name/Brand**" is adopted for its activities.
3. The Association is based in the Canton of Bern (Operator’s seat) and is of limited duration (cf. §105 below).
4. DEFINITION
5. See Definition List (Appendix C)
6. PURPOSE
7. The statutory purpose of the Association reads as follows:
8. To collaboratively bring the Project to the best possible conclusion in the Feasibility Study in accordance with the SOW (“**SOW completion**”);
9. To elaborate and deliver a Project Report (“**PR**”) intended for open publication as a result of the Feasibility Study, as provided under the Terms of Service (“**PR completion**”);
10. To support the Programme’s open innovation objectives as defined under section 1.2.6 of the Terms of Service, and to embody the values and principles defined by the Community Manifesto for Open Innovation (Appendix D).
11. The Association has no profit purposes and joins the Programme as a Participant.
12. The statutory purpose may be achieved prior to the Term.
13. Upon decision by the General Assembly or upon unilateral decision of the Aegis, the statutory purpose may be regarded as fulfilled prior to the Term. Nonetheless, the PR completion only releases Members from their respective Participant’s reporting obligation under the Terms of Service provided that the PR is effectively and duly delivered.
14. GOVERNING BODIES
15. The governing bodies of the Association are the following:
16. the General Assembly (cf. section 6.2), composed of all Members (cf. section 8 below);
17. the Board (cf. section 6.3 below), composed at least of XX;
18. the Aegis (cf. section 6.4 below).
19. RESOURCES
	1. ORIGINS & TYPES
20. To achieve its statutory purpose, the Association disposes of the following resources:
21. the Seed Money made available by the Operator;
22. the Data Room made available by the Operator;
23. the Resource Pool made available by Members under the SOW;
24. any other resource made otherwise available by Members;
25. donations or *ex gratia* contributions of any kind.
26. Resources made available, including through the Resource Pool, consist of personnel or man-hours, equipment or facilities, physical or digital infrastructures, proprietary Background IPR, raw material, consumables, etc.
27. Contribution Data is regulated separately as a special type of resource; see e.g. §20 below
	1. RESOURCES PROVISION & AVAILABILITY
28. The Seed Money is made available by the Operator until the dissolution, where necessary until the liquidation; any withdrawal and allocation of the Seed Money is solely performed by the Financial Clerk and must be used for a defined item (product or service) purporting to achieve the statutory purpose. Any unused amount stays by or is refunded to the Operator.
29. The provision of a resource by the Operator or by a Member, in particular to the Resource Pool, is deemed to be the granting of a right to use such resource for the sole benefit and purpose of the Association on a free, non-commercial, non-exclusive and non-transferable basis (“resource made available”); no provision of resources is assumed to be constitutive of an assignment, transfer or divestment.
30. Unless the Board decides otherwise, any goods, products or materials (items) purchased using resources made available to the Association (e.g. Seed Money) is *ipso iure* made available to the Association and placed in the ownership of:
31. the Member(s) owning corresponding IPR in case such items are acquired in relation with that Member’s IPR, either *per se* or as a Derivative work;
32. on a subsidiary basis, the Member receiving the delivery, or storing the items;
33. on a sub-subsidiary basis, the Project Manager.
34. Unless the Board decides otherwise, any artefact (e.g. prototypes, physical objects) resulting from raw material processing or any other form of physical transformation of resources made available to the Association is *ipso iure* made available to the Association and placed in the ownership of:
35. the Member(s) owning corresponding IPR in case such artefact is covered by that Member’s IPR, either *per se* or as Derivative work;
36. on a subsidiary basis, the Member on whose premises the artefact is fabricated or stored;
37. on a sub-subsidiary basis, the Member who made available the original (raw) material.
38. Upon unilateral notice to, and approval by the Board, any Member is entitled to provide resources to the Association under different modalities than these provided under this section.
39. Any granting to the Association of a right to use resources, in particular from the Resource Pool, expires *ipso iure* on dissolution, where necessary at the liquidation.
40. MEANS
	1. STATEMENT OF WORK (SOW)
		1. Content
41. The SOW defines the scope and the executive, technical framework of the Project as collaborative work by and between the Members during the Feasibility Study.
42. The SOW establishes *inter alia* the following:
43. the Project’s objectives and deliverables (“**SOW targets**”);
44. processes, methods and/or notable tasks intended to achieve the SOW targets;
45. mandatory or supplementary resources made available by each and every Member (“**Resource Pool**”);
46. schedule, milestones and budgetary planning;
47. relevant specifications or requirements, if any.
48. PR. The Project Report is deemed a SOW deliverable.
49. Data Room. The Data Room is, *inter alias*, deemed a resource under the SOW; Contribution Data is generally not included *per se* in the Resource Pool unless it is a Secret (*i.e.* Background IPR) or it represents a Member’s contribution of significant importance.
50. Collective trademark. The SOW is deemed to regulate for the use of the collective trademark, failing any more specific regulation thereon (cf. §53).
	* 1. Formalities
51. Establishing the SOW, amending the SOW targets or amendments of equivalent scope requires the General Assembly’s decision, unless provided otherwise. Other amendments requires the Board’s decision, unless provided otherwise.
52. The SOW shall contain neither a resource in the Resource Pool nor an objective nor a deliverable (e.g. proprietary Background IPR) which specifically or exclusively depends on a Member’s participation or contribution without a notice of such Member’s consent.
53. Conversely, any Member may, by unilateral notice to the Board, add new deliverables and/or make supplementary resources available *ex gratia* in the SOW provided that the new deliverables and/or resources rely specifically or exclusively on such Member’s participation or contribution.
54. Members shall at all times have direct access to the latest version of the SOW (e.g. in the Data Room). Any change to the SOW is notified to all Members, with a copy to the Aegis.
	1. DATA ROOM
55. Until the dissolution or where necessary the liquidation, the Data Room is made available by the Operator as an online privative space for the Association and its Members; each Member is granted a personal access to the Data Room. The Data Room remains accessible to the Operator (and the Aegis, if different) for the purpose and within the limits provided under the Terms of Service (see in particular, sections 5.2.2.2. and 5.2.3.).
56. The Data Room is intended to facilitate documentation and collaboration; it shall contain all Members’ Contribution Data of potential usefulness or relevance to the statutory purpose, in particular for the SOW completion and/or the PR completion.
57. All Members are responsible for using the Data Room, in particular to upload, share, review, label and store Contribution Data of potential usefulness or relevance to the statutory purpose.
58. For good order, the Project Manager or the Technical Clerk may order that Member’s Contribution Data be completed, rectified, rearranged or removed in the Data Room.
59. Open sourcing alternative. The Members may, subject to the Operator’s approval, decide to use a Contributive Forge instead of, or in addition to the Data Room. In such case, the Association shall provide the Operator (and the Aegis, if different) and all Members with sufficient rights and access for them to enforce, and to comply with, the TPC Rules and the Terms of Service.
	1. COMMUNICATIONS
60. Internal. In support of the statutory purpose, the Members undertake to communicate at all times with each other in good faith and in a transparent manner. Any potential or actual risk of conflicts or collisions with third party interests, e.g. in the field of IPR, shall be announced as rapidly as possible to mitigate such risk.
61. External. The Board, respectively the Presidency on its behalf (cf. §61 below), is solely competent to receive and send external communications in the name of the Association. In support of the statutory purpose, the Board shall regularly keep the Operator (and the Aegis, if different) up to date on activities pertaining to the collaborative work and the progress of the SOW completion and/or the PR completion. In relation to third parties, the Association shall guarantee each Member’s confidentiality commitments under Appendix B, as well as its integrity and reputation.
62. Notifications. Any notice, disclosure, invoice or other form of communication required by or referred to under the TPC Rules shall be in English, German, French and/or Italian and sent per email or per registered mail to the corresponding Contact Person(s) in compliance with that Contact Person’s latest contact details. The notification to the Member is deemed valid once duly sent and subject to receipt of its Contact Person.
63. Destination accuracy. Each Member is individually responsible for ensuring that its Contact Person’s details are true, accurate, current and comprehensive; it is further responsible for maintaining and, as it may be, timely updating such Contact Person’s details accordingly.
64. Confidential information:
65. Members are bound to each other by confidentiality commitments under Appendix B.
66. Confidential information should be limited to the essential.
67. Confidential Information must be clearly itemised, stored in the Data Room and labelled as “confidential” (or “secret” if applicable) in a specific, recognisable and tangible manner; e.g. in the file or folder name (e.g. CONFIDENTIAL\_pyrotechnic-device.pdf).
68. Any Confidential Information merely disclosed *de visu* (visually) or *de auditu* (orally) shall promptly be reduced by the disclosing Member to a tangible form (e.g. email, record), then uploaded in the Data Room and notified in such a form to the Technical Clerk, with the label “confidential” or, as it may be, “secret”
69. Should the Aegis be different from the Operator, the former is subject to the same confidentiality obligations as the latter, by analogously applying the Terms of Service.
	1. COMPLEMENTARY TRANSACTIONS & SERVICES FOR A FEE
70. **Transactions with Members**. The Association may, on its behalf and for achieving its statutory purpose, conclude transactions against payment or for a fee (e.g. specific development mandate) with one or several of its Members (or their Affiliates) provided that:
71. the transaction, in nature and scope, is approved by all Members (General Assembly’s decision), with due regard for conflict of interest rules (cf. section 6.2.3 below);
72. the transaction exceeds the Member’s ordinary obligations & duties (e.g. mandatory contribution) and competences (e.g. function as governing body) under the TPC Rules;
73. the transaction is made at arm’s length and does not benefit the Member in an unfair way by market standards; and
74. the transaction meets actual needs and is appropriate in terms of skills, experience, training and/or expertise.
75. Service contracts with third parties on behalf of the Association. The Association may, on its behalf and for achieving its statutory purpose, conclude service contracts with third parties to perform certain tasks of particular usefulness or relevance to the statutory purpose (in the first place, for the SOW completion), provided that:
76. the contract, in nature and scope, is approved by all Members (General Assembly’s decision), with due regard for conflict of interest rules (cf. section 6.2.3 below);
77. the contract and its performance shall not be detrimental to any of the Members, e.g. by opening unconsented access to a Member’s Confidential Information or Background IPR;
78. the contract and its performance do not place the third party in a position of greater rights & privileges, conversely of lesser obligations & duties, than if such third party had been a Member in light of the Statutes;
79. the contract meets actual needs, and should serve to compensate for a lack or insufficiency of internal speciality or capacity in the area concerned or reveals of strategic interest in light of the statutory purpose.
80. Service contracts with third parties for the account of the Association. Upon the Board’s notice of approval and information to the General Assembly, any Member may conclude, in its own name but for the account of the Association, a service contract with a third party for performing certain tasks of particular usefulness or relevance to the statutory purpose, provided that:
81. the Member shall give priority to, and not infringe in any way its obligations & duties towards the association and the other Members under the TPC Rules;
82. the Member is solely liable and responsible to the contracting third party;
83. the contract meets actual needs, and should serve to compensate for a lack or insufficiency of internal specialisation or capacity in the area concerned or reveals of strategic interest in light of the statutory purpose.

In such case, the contracting Member is entitled, on presentation of receipts to the Board, to be compensated for the ordinary costs and expenses arising from the third party’s service contract.

1. ORGANISATION & GOVERNANCE
2. **Pro-bono.** Members shall act on a pro-bono basis in their function within the Association. [with exception of reimbursement of effective costs and travel expenses. For activities that exceed the usual scope of the function, members of governing bodies shall receive appropriate compensation. Paid staff of the Association, if any, shall have no voting rights.]
	1. DECISION-MAKING
		1. Vote
3. Voting rights. Each Member shall have one vote each. In the event of a tie, the Project Manager shall have the casting vote.
4. TPC Rules. The adoption, as well as any amendment, of these Statutes and its Appendixes shall require the unanimous approval of the General Assembly. Any Member may propose, by giving notice to the Board, the amendment of these Statutes and/or of its Appendixes; the Board shall place this proposal in the next General Assembly’s agenda.
5. Decisions. Decisions of the governing bodies shall be taken by consensus (unanimous vote), unless otherwise provided for in the TPC Rules or in that governing body’s internal regulation.
6. Form. During meetings, voting takes place by a show of hands or other express signs of approval. Out of meeting decisions are admissible through circulation provided that each vote is expressly notified.
	* 1. Nomination
7. Original composition. The General Assembly is composed of the founding Members. The founding Members appoint the members of the Board, including specifically the Project Manager, the Technical Clerk and the Financial Clerk. The Aegis is the Operator.
8. Durable vacancy. In the event of a durable vacancy – such as incapacity, death, insolvency, suspension or loss of membership – of a member of a governing body, the Aegis may appoint a Member in replacement unless the General Assembly unanimously appoints another Member.
9. Election. The General Assembly may decide to hold an election to replace or add one or several members of the Board. If such decision is taken, an election is to take place at the (next) General Assembly’s meeting. An elective round must concern a specific function (e.g. Project Manager); the Member that obtains the absolute majority of the votes is elected. In the event that, after a first round no candidate is elected, as many additional rounds as necessary shall be held, eliminating in each round the candidate who obtains the fewest votes.
	* 1. Conflict of interest
10. **Situation. There is a conflict of interest where a member of a governing body has significant personal, financial, or other interests that could conflict with the interests of the Association, including in its relation of loyalty towards the Association. Member’s interests include those of its Affiliates (for legal entities) or of the member’s spouse, parents, relatives in direct line (for natural persons and representatives).**
11. **Handling. Conflicts of interest should be addressed openly and without taboos within the Association. Whenever a member of a governing body finds itself or suspects to find itself in a conflict of interest situation, that member shall promptly disclose that situation to the other members of that governing body. When in doubt, the opinion or decision of the Aegis may be requested by any Member.**
12. **Consequences**. Pursuant to Article 68 CC, the Member subject to a conflict of interest shall refrain from partaking in the decision-making process and has no vote on the conflicting matter. Where the conflict of interest situation reveals permanent and irremediable, the Member is ineligible as a member of the governing body and, if applicable, shall step down.
	1. THE GENERAL ASSEMBLY
		1. Composition & function
13. As a governing body. The General Assembly is the supreme authority of the Association within the meaning of article 64 *et seq*. CC; it is composed of all the Members.
14. Powers. The General Assembly delegates to the Board the power to administer and represent the Association, but remains with the following inalienable powers:
15. Adoption and amendment of the Statutes of Association and, unless provided otherwise, any other part of the TPC Rules;
16. Approval of the minutes of the previous General Assembly’s meetings;
17. Approval of the original SOW, amendments of the SOW targets or of equivalent scope;
18. Approval of the Project Report or any other public reporting or communication activities;
19. Admission of new Members, upon proposal of the Board or the Operator;
20. Approval of transactions or contracts with Members against payment or for a fee (cf. §35 above) as well as strategic or service contracts with third parties (cf. §38);
21. Declaration of achievement of the statutory purpose (dissolution);
22. *Décharge* of the Board, as part of the dissolution or the liquidation.
23. Collective trademark (§1). The General Assembly may provide for specific regulations for the use of the collective trademark. Failing that, §21 is applicable.
	* 1. Meetings
24. The Board convenes General Assembly’s meetings on a regular basis, but no less than once each week. The invitation is notified at least 2 working days prior to the meeting; it contains an agenda and indicates a location.
25. Meetings are held in person and/or by video/audio-conference; minutes are drawn up for executive purposes. Should a Member be absent more than twice in a row, any decision can be validly taken without that Member’s vote as of the third meeting of absence.
26. One fifth of the Members may convene a General Assembly’s meeting under the same modalities as the Board.
27. Apart from the General Assembly’s meetings, Members are encouraged to organise any type of encounters amongst them, either formal or informal, and including face-to-face.
	1. THE BOARD
		1. Composition & function
28. As a governing body. The Board is the executive body of the Association. It is at least composed of the Project Manager, the Technical Clerk and the Financial Clerk. For each member of the Board, an alternate or a substitute may be appointed.
29. Powers. The Board has the right and duty to manage the affairs of the Association and to represent it in accordance with the Statutes of Association (art. 69 CC) and other TPC Rules, including in particular:
30. defining and monitoring, in coordination with the General Assembly, the Association’s vision and strategy to achieve its statutory purpose;
31. ensuring compliance with and/or abidance by the TPC Rules, Terms of Service and applicable internal regulations by the Members and/or the Association;
32. drafting the original SOW for the General Assembly’s approval;
33. presenting amendment proposals of the TPC Rules, notably the SOW, to the General Assembly;
34. convening and chairing General Assembly’s meetings;
35. managing and concluding procurement or purchase operations with third parties;
36. managing the Association's human resources;
37. reviewing any new Member’s application and, if eligible, submitting it to the General Assembly;
38. administering the resources and assets of the Association;
39. ensuring the accounts are properly kept, in particular the SOW budget and the Seed Money allocation;
40. assessing each Member’s individual merits and effective contributions in the Project (cf. Appendix Appendix B);
41. identifying, curating and proposing strategic partnerships with third parties to the General Assembly, if relevant for the statutory purpose;
42. establishing and enforcing a regulation on costs, if relevant;
43. acting as liquidator of the Association upon dissolution;
44. assuming any and all responsibilities or tasks bestowed upon the Project Manager, the Technical Clerk and/or the Financial Clerk in accordance to these Statutes;
45. taking any other necessary measures to achieve the statutory purpose.
46. **Representation.** The Association is validly represented and bound by the collective signature of two of the Board Members. For day-to-day business, only the documented approval of the Project Manager or the Financial Clerk is required.
	* 1. Organisation
47. **Organisation**. **The Board is organised in a collegial manner under the Presidency of one of its members.**
48. **Presidency. The Presidency presides the Board and is in charge of external communications (cf. §31 above). The Presidency is appointed by the Board; the General Assembly and the Operator (and the Aegis, if different) shall be given notice of such appointment.**
49. **Internal regulation. The Board may decide its own functioning by internal regulation; in which case it is notified for information to the General Assembly. Otherwise, ordinary governance rules under these Statutes shall apply.**
50. **Delegation**. The Board is entitled, by notifying the General Assembly, to delegate certain of its tasks amongst its members, to other Members or, subject to the same obligations & duties as these provided for under the TPC Rules, to third parties. Any delegation to other Members or third parties is subject to the General Assembly’s approval.
	* 1. The Project Manager
51. As part of the Board. The Project Manager is responsible for the planning, the coordination and the execution of the Project in accordance with the SOW.
52. In particular. The Project Manager is, on behalf of the Board, responsible for:
53. monitoring the achievability of the Project, in particular with respect to the schedule and milestones;
54. ensuring as much as practicable the SOW completion in due form and, as it may be, proposing SOW revisions or amendments;
55. monitoring, in cooperation with the Financial Clerk, the SOW budget;
56. organising, in coordination with the Financial Clerk and the Technical Clerk, and monitoring procurements and purchases;
57. appointing Members or groups of Members for special tasks in the Project;
58. coordinating and supervising the use of the Resource Pool by and between Members;
59. any other task pertaining to the diligent conduct of the Project.
	* 1. The Financial Clerk
60. As part of the Board. Member responsible for managing financial, budgetary and tax affairs of the Association.
61. In particular. The Financial Clerk is, on behalf of the Board, responsible for:
62. monitoring the SOW budget as well as the financial resources of the Association;
63. withdrawing and allocating the Seed Money;
64. processing purchase or procurement operations, or any other payment operations;
65. processing tax matters and proceedings;
66. drawing up and presenting the Project’s balance sheet, including how the Seed Money has been allocated – as part of the Association’s liquidation if necessary;
67. any other task pertaining to the Association's assets, finances or SOW budget.
	* 1. The Technical Clerk
68. As part of the Board. The Technical Clerk is the Member responsible for managing the technical and documentary activities of the Association.
69. In particular. The Technical Clerk is, on behalf of the Board, responsible for:
70. monitoring the progress of, and ensuring the PR completion – as part of the liquidation if necessary;
71. verifying consistency for the Project of processes, specifications or any other technical requirements that are part of the SOW, as well as of the Resource Pool;
72. Ensuring the good order in the Data Room or other data storage rooms, such as:
	1. gathering each Member’s Contact Person details in a single document and make them accessible to all other Members as well as the Operator (and the Aegis, if different) in their latest applicable version;
	2. maintaining the TPC Rules up-to-date, and make them accessible to all other Members as well as the Operator (and the Aegis, if different) in their latest applicable versions.
73. identifying, curating and proposing external open or proprietary technologies or knowledge bases that may be of particular usefulness of relevance to the statutory purpose, in particular the SOW completion;
74. ensuring the application of the principle of attribution (cf. section 5.4. ToS) within the Association, in particular with respect to the Contribution Data;
75. any other task pertaining to the Association's documenting, reporting obligations or technical diligences.
	1. THE AEGIS
76. The Aegis is entrusted with moral stewardship, social facilitation and discretionary retribution within the Association; the Aegis is the Operator within the meaning of the Terms of Service; it is not a Member and cannot obtain membership.
77. Powers. The Aegis has, in safeguard of the Association’s interests, the following competences:
78. to facilitate amity and mutual understanding between Members;
79. to mediate or facilitate, by any appropriate means, the resolution of disputes, quarrels or any other form of counterproductive situations or behaviours between Members;
80. …upon approval of the Steering Committee:
81. to open or close a Member's access to the Data Room;
82. to determine, upon request, whether or not a Member is in a conflict of interest situation;
83. to dismiss or instate a member of a governing body;
84. to suspend or exclude a Member;
85. to take over the function of liquidator, on a subsidiary basis if necessary;
86. to take any other measures to safeguard the Association’s interests.
87. MEMBERSHIP
	1. ACCESSION & STATUS
88. Eligibility. Only Participants designated by the Operator under the Programme are eligible for membership in the Association. Membership is not transferable.
89. New membership. Once the Association is established, the accession of any new Member requires the General Assembly’s decision.
90. Contact Person. Each Member appoints a natural person to operate as its representative in and towards the Association (Contact Person) and provides these Contact Person’s contact details (full name, email, phone, and notification address); should the Member already be a natural person, the Member and the Contact Person are one and the same, except for proxy. The Member may change its Contact Person and/or Contact Person’s contact details by communicating to all other Members the new Contact Person’s contact details in full.
	1. WARRANTIES
91. Each Member represents and warrants to have all requisite right and authority to adhere to the TPC Rules, and that the performance of its obligations & duties hereunder will not conflict with any of their agreements with or obligations to any third party.
92. Each Member warrants to have right, title, and interest to the resources it provides and does not infringe or misappropriate any third party’s right.
	1. MEMBER’S RIGHTS & PRIVILEGES
93. The Member shall personally hold all rights & privileges under these Statutes of Association and all other TPC Rules as long as its membership is effective.
94. No specific resources, especially in kind, may be demanded from a Member against its will, e.g. as mandatory contribution or for any other reason. Should any specific resource of a Member appear of particular usefulness or relevance for achieving the statutory purpose, the Board may request the Member to make this resource available: the Member is free to accept or reject such request, or to offer an alternative.
95. Each Member is granted individual access (sub-license or sub-lease) to the resources made available to the Association to the extent and duration required for achieving the statutory purpose. However:
96. Each Member is restricted to the conditions of provision or availability set out in the SOW;
97. The Board may further restrict individual access for resource management purposes;
98. No other than the Financial Clerk is entitled to access the Seed Money;
99. The Member’s individual access is strictly personal and may not again be sub-licensed or sub-leased.
100. Subject to the confidentiality commitments under Appendix C, each Member is granted individual access to Contribution Data and Confidential Information to the extent and duration required for achieving the statutory purpose.
101. Each Member is a co-owner of the collective trademark used for and by the Association.
102. The Association is solely liable for its debts and obligations, which are guaranteed by its assets, to the exclusion of the individual liability of its Members; Members cannot be held liable for the actions, omissions or commitments of the Association.
	1. MEMBER’S OBLIGATIONS & DUTIES
		1. In general
103. Compliance. Each Member is loyal towards the Association and must comply at all times with the TPC Rules, the Terms of Service as well as with any and all applicable laws and regulations. No Member shall act in a manner contrary to the decisions of the Aegis or other governing bodies in their capacity.
104. Mandatory contribution. Each Member is obligated to make, according to its abilities, a contribution in kind, at minimum as a resource to the Resource Pool (cf. §9c) &1319c)); any mandatory contribution shall be *ex gratia* and appropriate for achieving the statutory purpose.
105. Personal liability. Should a Member breach any of the TPC Rules, such Member is personally liable for damages caused to another Member or any third party, as well as for any other legal consequences arising from it. Liability for indirect damages is only applicable for unlawful intent or gross negligence.
106. Insolvency. The Member, if a legal entity, must give notice to the Board and the Aegis in the event that it becomes insolvent or unable to pay its debts as they fall due or enters into liquidation by reason of insolvency, bankruptcy or other proceedings for the protection of its creditors.
	* 1. In relation to the SOW and PR completions in particular
107. Effective performance. On a best effort basis to the extent of its capacity and expertise, each Member shall take part in the effective achievement in due form of the SOW completion and the PR completion; in doing so, each Member shall cooperate, execute and fulfil, in a diligent and competent manner, all of its obligations under the SOW and other TPC Rules, including all workmanlike duties required for such an effective achievement.
108. Communication:
109. The Member commits to promptly communicate to the Board any significant obstruction that the SOW completion or the PR completion is encountering or likely to encounter, or which affects the Member’s capacity to perform effectively.
110. Each Member shall, within reason and except for undisclosed Secrets, provide the Board in due time with Contribution Data that may reveal important or particularly useful to the effective achievement of the SOW completion and/or the PR completion.
111. Each Member shall identify its Background IPR which is of particular importance or relevance to the Resource Pool and, as the case may be, give prompt notice to the Board about it.
112. See further §30 above.
113. [Costs. Unless decided by the Board or provided otherwise, each Member shall bear its own costs and expenses arising from the SOW completion and/or the PR completion.]
	* 1. In relation to the Data Room in particular
114. Each Member shall only use the Data Room, including the Contribution Data, in accordance with its intended destination and to the extent and duration required for achieving the statutory purpose; any misuse, in particular to the detriment of the Association or of any other Member, is prohibited.
115. The Data Room shall remain a digital space that is safe and private for the Members; each Member ensures the integrity of its Contribution Data and takes, at its own level, all necessary measures to avoid identity theft, security breach or any other form of unauthorised access to the Data Room.
116. Contribution Data shall not mislead people or misrepresent facts. Each Member is responsible that its Contribution Data is true, accurate, current and comprehensive; it is further responsible for maintaining and, as it may be, timely updating such Contribution Data accordingly.
117. For Confidential Information, §36 is applicable.
118. SUSPENSION, EXCLUSION & LOSS
	1. CAUSE
119. On a voluntary basis. Any Member may resign from the Association by giving 10 working days' notice to the Board; the Operator shall be informed. Resigning from the Association is deemed a voluntary exclusion thereof.
120. By operation of law. Any Member whose Participant status in the Programme is suspended or lost, is *ipso iure* suspended or excluded from Membership in the Association.
121. Upon the Aegis’ decision. The Aegis is competent to render a decision, at its discretion, to warn, suspend or exclude Membership; the decision is notified to the targeted Member (with a copy to the Operator, if different).
122. Right to be heard. The Member targeted with a decision of suspension or exclusion shall be given the opportunity to be heard beforehand, except for just cause. In case of just cause, the targeted Member shall be given the opportunity to be heard afterwards.
123. Conditional decision. Conditions may be attached to the decision.
124. Referral. The Board or any Member in the know is bound to inform the Aegis should a case of insolvency (cf. §87 above) or a material breach of any of the TPC Rules by a Member be suspected or observed.
	1. CONSEQUENCE
125. Suspension. Until reinstatement, the suspended Member loses all voting and decision-making powers as well as all Member’s rights & privileges under the TPC Rules, but remains bound to the Member’s obligations & duties to the greatest extent possible. In the event of dissolution happening before the suspension ends, the suspended Member is deemed to have been excluded with effect as of the decision of suspension.
126. Exclusion. The excluded Member is deprived of all (surviving) Member’s rights & privileges under the TPC Rules, except for provisions protecting Confidential Information and Background IPR, but remains bound to all surviving Member’s obligations & duties to the greatest extent possible thereunder (cf. §108 below). In particular, the excluded Member loses any and all interests in the Foreground IPR as well as in any other form of outputs, such as the Contribution Data, of the Project.
127. No compensation. Loss, exclusion or suspension of Membership entitles Members to no form of compensation of any kind.
128. DISSOLUTION & LIQUIDATION
129. Term. The Association is *ipso iure* dissolved upon expiry of the Feasibility Study ("**Term**") as set out by the Operator or when the statutory purpose is achieved (cf. §6), whichever comes first.
130. Dissolution. See *inter alia* §11 and §16 above.
131. Liquidation:
132. *Liquidator*. The Board shall proceed to the liquidation of the Association.
133. *Restitution*. Any resource, including any remaining amount of the Seed Money (cf. §12), on which the Association has lost a right of use (cf. §16 above) shall be returned to its owner or other rightful beneficiary.
134. *Creditors*. Any assets of the Association shall first serve to pay its creditors.
135. [*Non-profit*. Remaining assets are entirely assigned to a non-profit entity, which pursues similar public interest purposes and which is tax exempted. In no event may the assets of the Association be returned to its Members, nor should they use some or all of the assets for their own benefit in any way.]
136. *Knowledge transfer*. Contribution Data in the Data Room is transmitted as copies to the Members within one month in accordance with Appendix B. After this period, the Aegis (or the Operator, if different) is entitled to transmit the full content of the Data Room as a copy to each Member.
137. *PR completion*. If the PR completion has not been effectively performed, the Board may decide to make it part of the liquidation.
138. Revival. The General Assembly may decide to suspend or postpone the liquidation of the Association, but for no longer than 10 months as of the day of dissolution, until the liquidation is reversed by adopting a revised version of these Statutes (new statutory purpose),[ or until a new non-profit entity is established, which pursues similar public interest purposes and which is tax exempted.]
139. Survival. Notwithstanding the dissolution and liquidation of the Association, the following rights, obligations and claims by and between the Members shall in any event survive on their own: Definition List; Co-ownership rights on the collective trademark; Warranties; Personal liability under §86; Provisions on confidentiality and IPR, including Appendix B itself; Section 8 & 9.2; Dispute resolution under §113.
140. FORMAL
141. Entry into force. Once approved in signing by each and every founding Member, these Articles of Association and its Appendixes come into force on the day of ratification by the Operator (effective date).
142. Original & copies. A copy of the original of these Statutes of Association and of its Appendices shall be remitted to the Operator (and the Aegis, if different). Each Member shall receive a copy, including all Appendixes, in digital form.
143. Severability. If any portion of these Statutes or any other portion of the TPC Rules is held invalid or unenforceable, the remaining portion shall remain in full force and effect; the invalid or unenforceable portion is given effect to the greatest extent possible and shall be changed and interpreted so as to best accomplish the objective of such provision within the limits of applicable law or applicable court decision; the Members shall use their best efforts to agree upon a valid and enforceable provision as a substitute for any invalid or unenforceable provision, taking into account the Members’ original intent of this Agreement.
144. Dispute resolution. Any dispute, controversy or claim arising out of, or in relation to, the TPC Rules, by or towards the Association and/or between the Members, shall be submitted to the Swiss Chambers’ Arbitration Institution and be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers’ Arbitration Institution in force on the date on which the notice of arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Berne, Switzerland. The arbitral proceedings shall be conducted in English, German, French and/or Italian.
145. Integral contract: These Statutes of Association and its Appendices form the **TPC Rules** as an integral contract for the associative rules of TEAM A LOOP I/2021. In the event of discrepancy or ambiguity within the TPC Rules, the order of precedence goes by the alphabetical order of the Appendixes, the Statutes of Association being first in any event:
146. Scope Statement of Work (SOW)
147. Technology & Knowledge Transfer Arrangement (TKTA)
148. Definition List
149. Community Manifesto for an Open Innovation (CMOI)
150. Signature page of all founding Members

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| **Ratification by the Operator** |
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| Effective Date: 27 July 2021 |