

**Statutes of  
Association des Parents d'Elèves de l'Ecole Européenne de Bruxelles I**

**[The official text is in French –  
English convenience translation for information purposes only]**

**TITLE I. NAME. LEGAL FORM. TERM. REGISTERED OFFICE**

**Article 1. Name. Legal form. Term**

- 1.1.** The international non-profit association named “Association des Parents d'Elèves de l'Ecole Européenne de Bruxelles I”, abbreviated “A.P.E.E.E. BI” (hereafter: “**Association**”), is constituted for an indefinite period of time under the provisions of Book 10 and any other provisions applicable to international non-profit associations of the companies and associations Code of March 23, 2019.
- 1.2.** All acts, invoices, official announcements, publications and other documents issued by the Association shall contain the name of the Association, immediately followed or preceded by the following references: “association internationale sans but lucratif” or by the abbreviation “AISBL”, the address of the registered office of the Association, the enterprise number and the reference “registre des personnes morales” or its abbreviation “RPM” followed by the court with jurisdiction in the district where the Association has its registered office.

**Article 2. Registered office**

- 2.1.** The registered office of the Association is located in the region of Brussels-Capital.
- 2.2.** The registered office of the Association may be transferred to any other location in Belgium by a decision of the Board, provided said transfer does not imply any change in the language of these Statutes pursuant to the legal provisions that govern the use of official languages in Belgium.
- 2.3.** If the transfer of the registered office of the Association implies a change in the language of these Statutes pursuant to the legal provisions governing the use of official languages in Belgium, the General Assembly will be sole competent to decide on the transfer of the registered office of the Association in accordance with the presence quorum and voting majority provided for under Article 20 of these Statutes.

## TITLE II. NON-PROFIT PURPOSE. OBJECT

### Article 3. Non-profit purpose

- 3.1.** For the purpose of these Statutes, the term “**School**” shall be understood as follows: Ecole Européenne de Bruxelles I - Europese School van Brussel I - Europäischen Schule Brüssel I, registered with the Crossroads Bank for Enterprises under the enterprise number 0244.929.057 (Register for Legal Entities of Brussels).
- 3.2.** For the purpose of these Statutes, the term “**Parents**” shall be understood as follows: a natural person who (i) is a parent of at least one pupil of the School or (ii) exercises a parental authority over at least one pupil of the School.
- 3.3.** The non-profit purpose of international utility of the Association shall be to, within the European Union:
- (a) To take and encourage any initiative which allows the widest possible participation of Parents in the life of the School in all its forms and in decisions relating thereto;
  - (b) To represent the educational and family interests of Parents to the School and to local, regional and European authorities;
  - (c) To communicate to the School authorities the wishes of Parents and their suggestions concerning the organisation of the School;
  - (d) To organise extra-curricular activities and services;
  - (e) To assist in solving any other problems that Parents may have in the education and school life of their children;
  - (f) To ensure that Parents are adequately informed of the decisions or deliberations of the various competent authorities concerning the School;
  - (g) To promote integration of the different sites of the School, including by reinforcing links across all linguistic sections and levels; and
  - (h) To promote connections and, if appropriate, establish direct collaboration with the Associations of Parents of Pupils of other European Schools, in particular with those whose registered office is located in the Brussels-Capital Region.

### Article 4. Object

- 4.1.** To that effect, the Association may develop, alone or in collaboration with third parties, directly or indirectly, any activity related, directly or indirectly, to its purpose. The Association may, in particular, develop the following non exhaustively listed activities for the general or specific benefit of its Members and/or third parties:
- (a) Consult with Members on issues concerning School life and determine an agreed position;
  - (b) Communicate the Members’ views regarding School life to the School authorities;
  - (c) Provide the Members with accurate information regarding decisions or deliberations of all competent bodies that affect the European schools in general or the School in particular;
  - (d) Organise services for the benefit of its Members and their families;

- (e) Work with the School's administration in organising the Association's activities on the School site, particularly in the areas touching on health, safety, security and access to premises and linked to the child protection policy in force;
  - (f) Engage in contractual arrangements with the School and other providers for the benefit of Members and their children;
  - (g) Organise and arrange congresses, seminars, workshops, and other programs;
  - (h) Organise and arrange Working Groups, Committees, Task Forces and any other Working Structure;
  - (i) Allocate, dispense and manage funds for activities to benefit the School life of Members and their children;
  - (j) Collect and analyse data; and
  - (k) Cooperate with and assist other initiatives and/or organisations with a similar purpose to the purpose of the Association, as well as other regional and/or international initiatives and/or organisations.
- 4.2.** The activities of the Association can be of a commercial and profitable nature, provided always that the profits generated through these activities shall at all times and entirely be affected to the realisation of the non-profit purpose of the Association.
- 4.3.** In addition, the Association may develop, support, incorporate, constitute, set up, participate to, and have interests in (including owning shares, stocks, bonds, warrants, options, participations and/or investments, etc.) any Belgian or foreign legal entity, commercial or not, not-for-profit or for-profit, private or public or semi-public, with or without legal personality, with similar purposes and activities as those of the Association.
- 4.4.** The Association shall pursue its non-profit purpose and carry out its activities in the interest of its Members as a whole.

### **TITLE III. MEMBERS**

#### **Article 5. Membership**

- 5.1.** The Association shall have two (2) membership categories: Associate Members and Full Members (i.e., the Class Representatives).
- 5.2.** All references in these Statutes to "Member" or "Members" without any other specification are references to the Associate Members and Full Members collectively.
- 5.3.** The rights and obligations of the Members shall be as defined in and pursuant to these Statutes.
- 5.4.** Membership is *intuitu personae* and can neither be transferred nor assigned.

## **Article 6. Associate Members**

### **6.1. General**

- 6.1.1.** The category of Associate Members is open and accessible to any Parent.
- 6.1.2.** Associate Members shall have the rights specifically granted to them in or pursuant to these Statutes. These rights shall not include voting rights at the General Assembly.
- 6.1.3.** If the rights specifically granted to and/or the obligations of the Associate Members pursuant to these Statutes are amended in accordance with Article 44 of these Statutes, the Associate Members shall neither be consulted nor have voting rights.

### **6.2. Associate membership acquisition**

- 6.2.1.** Associate membership is automatically acquired for the current academic year by payment of the membership fee, unless the Board decides otherwise in cases where the candidate to Associate membership does not meet the Associate membership criteria and/or for any reasonable cause which will harm the interests of the Association. The Board shall give reasons for its decisions.

### **6.3. End of Associate membership. Resignation. Exclusion. Re-joining**

- 6.3.1.** Associate Members are free to resign from the Association by giving written notice via special means of communication to the President. The Board acknowledges their resignation. The resignation shall be effective thirty (30) calendar days after the date on which the written notice was sent by the President to the Board.
- 6.3.2.** An Associate Member is deemed resigning if the Associate Member is no longer a Parent. This resignation shall be effective automatically and immediately from the day the Associate Member ceases to be a Parent.
- 6.3.3.** An Associate Member who (i) does not fully comply or does not comply in time with these Statutes, the rules of procedure, if any, and/or any decisions validly taken by the bodies of the Association, or (ii) infringes the interests of the Association, or (iii) for any other reasonable cause, may be excluded from Associate membership, by decision of the General Assembly, after a recommendation from the Board.
- 6.3.4.** Before recommending the exclusion of an Associate Member to the General Assembly, the Board shall provide the concerned Associate Member with the relevant details in writing via special means of communication at least fourteen (14) calendar days in advance of the meeting of the Board which will decide on the recommendation to exclude. The concerned Associate Member will then have the time to definitively remedy the consequences of the breach or breaches which led to the proposal for his/her exclusion. The Board may decide to recommend excluding an Associate Member, provided that the concerned Associate Member is convened to the meeting of the Board and has received the opportunity to defend his/her position during the meeting of the Board and prior to the vote on the

recommendation to exclude. The decisions of the Board regarding the recommendation to exclude an Associate Member are final, sovereign and the Board shall give reasons for its decisions.

- 6.3.5.** Upon recommendation from the Board, the General Assembly may decide to exclude an Associate Member, provided that the concerned Associate Member is convened at the meeting of the General Assembly and has received the possibility to defend his/her position during the meeting of the General Assembly and prior to the vote on the exclusion. The General Assembly can validly decide on the exclusion of an Associate Member only if the decision obtains a majority of at least two-thirds (2/3) of the votes cast by the Full Members present or represented. The decisions of the General Assembly regarding the exclusion of an Associate Member are final, sovereign and the General Assembly shall give reasons for its decisions.
- 6.3.6.** All membership rights of the Associate Member concerned by the aforementioned exclusion procedure shall be suspended during the entire procedure (i) until the decision of the Board not to recommend the exclusion of the concerned Associate Member to the General Assembly, or (ii) if the Board decides to recommend the exclusion of the concerned Associate Member to the General Assembly, until the decision of the General Assembly.
- 6.3.7.** By derogation to Article 6.3.6, if an Associate Member fails to pay his/her membership fee within thirty (30) calendar days after a final official reminder was sent to him/her by the President, all his/her rights shall be automatically and immediately suspended until full payment of the membership fee or until the decision of the Board to exclude the concerned Associate Member.
- 6.3.8.** By derogation to Articles 6.3.3 and 6.3.4, an Associate Member who does not pay his/her membership fee in full within the prescribed period of time may be excluded from Associate membership, by decision of the Board. The decisions of the Board regarding the resignation of an Associate Member in the present paragraph are final, sovereign and the Board shall give reasons for its decisions.
- 6.3.9.** An Associate Member who, in whatever way and for whatever reason, ceases to be an Associate Member shall remain liable for his/her obligations towards the Association, including for the payment of the membership fee for the financial year during which a notice is given. An Associate Member who, in whatever way and for whatever reason, ceases to be an Associate shall (i) have no claims for compensation against the Association or its assets, and (ii) immediately cease to present him/herself as an Associate Member in any manner.
- 6.3.10.** An Associate Member who has resigned or has been excluded from the Association and wishes to re-join the Association as an Associate may be considered as an applicant for Associate membership.

## **Article 7. Full Members (Class or SWALS Representatives)**

### **7.1. General**

- 7.1.1.** Any (i) Associate Member elected by the Parents of at least one (1) class of the School as a Class Representative in accordance with the rules set in Article 7.2.1 of these Statutes and (ii) Member elected by the Parents of the SWALS in accordance with the rules set in Article 7.3.1 of these Statutes shall automatically and immediately become a Full Member (hereafter respectively: “**Full Member Class Representative**” and “**Full Member SWALS Representative**”).
- 7.1.2.** Full Members shall enjoy all membership rights, as well as voting rights at the General Assembly.
- 7.1.3.** Full membership is a fixed-term membership of one (1) year, indefinitely renewable.

### **7.2. Full Members Class Representative**

#### **7.2.1. Election of Full Members Class Representative**

- 7.2.1.1** There shall be a maximum of four (4) Class Representatives (i.e. Full Members Class Representatives) per class of the School.
- 7.2.1.2.** Each Full Member Class Representative shall:
- (a) Be an Associate Member or a Full Member at the time of his/her election; and
  - (b) Be a Parent of at least one (1) pupil in the relevant class of the School.
- 7.2.1.3.** Each Parent of a pupil can be elected as a Full Member Class Representative by one or more class(es) of the School and as a Full Member SWALS Representative.
- 7.2.1.4. Deadline for elections:** Each year, at the latest by October 30, the Full Members Class Representatives of each class of the School, shall be elected by the Parents of the pupils of the relevant class of the School, irrespective of whether the Parents are Members or not.
- 7.2.1.5. Term of office:** The one (1) year term of the Full Members Class Representatives shall enter into force on the day his/her election was notified via regular means of communication to the Person(s) Entrusted with the Daily Management. Their mandates shall be non-remunerated.
- 7.2.1.6. Candidacy:** Each natural person who fulfils the criteria provided for under Article 7.2.1.2, may stand as candidate for Full Membership Class Representative.
- 7.2.1.7. Quorum:** The Parents of the pupils of a class of the School can validly elect the Full Member(s) Class Representative when the Parents of at least half of the pupils of the relevant class of the School are present or represented.

- 7.2.1.8. Election procedure:** If there are four (4) or fewer candidates as Full Members Class Representatives, the priority shall be to elect the Full Members Class Representatives by consensus. If a consensus cannot be reached, or if there are more than four (4) candidates as Full Members Class Representatives, each Full Member Class Representative shall be validly elected if he/she obtains a simple majority of the votes (i.e. they obtain the highest number of the votes) cast by the Parents of the pupils of the relevant class of the School present or represented in accordance with Article 7.2.1.9. Each Parent may vote for up to four (4) candidates. In the event of a tie between two (2) or more candidates, new voting rounds shall be organised until the tie is broken.
- 7.2.1.9. Number of votes:** As a general rule, the total number of votes in each class of the School is determined by the number of pupils in the relevant class. The Parents of each pupil of the class shall have one (1) vote per pupil in the class (e.g., in case of siblings) irrespective of whether the pupil be represented by one (1) or by two (2) Parents. The Parents of a pupil of the class shall have the right, via regular means of communication, to give a proxy to another Parent of the class, to be represented at the meeting of the Parents of the pupils of the relevant class of the School.
- 7.2.1.10.** The votes are issued by roll-call, or by show of hands, unless there are more than four (4) candidates for Full Membership, in which case the vote shall be issued by secret ballot.
- 7.2.1.11.** Notwithstanding the aforementioned Article 7.2.1.5, if there are less than four (4) Full Members Class Representatives for one class of the School, the Full Members of the relevant class of the School may at any time organise new elections in accordance with Articles 7.2.1.6 to 7.2.1.10 in order to elect (an) additional Full Member Class Representative(s). Moreover, notwithstanding the aforementioned Article 7.2.1.5, any Full Member Class Representative elected during the period of time which runs from the day on which a convening notice to the General Assembly is sent to the Members to the day the General Assembly is held, shall see his/her mandate enter into force on the first day that follows said General Assembly.
- 7.2.1.12** Once elected, each Full Member Class Representative shall keep the Person(s) Entrusted of the Daily Management informed, via regular means of communication, without delay and at all times, of his/her election and contact details.
- 7.2.1.13.** The procedures for the election of Full Members Class Representatives may be further detailed by each class of the School provided the rules provided for in the present Article are complied with, as a minimum requirement.

**7.2.2. End of the mandate of the Full Members Class Representatives. Resignation. Exclusion**

- 7.2.2.1.** Full Members Class Representatives are free to resign from the Association by giving written notice via special means of communication to the other Full Members Class Representatives of the concerned class and to the President. The President acknowledges it. The resignation

shall be effective the day after the date on which the written notice was sent to the President.

- 7.2.2.2.** The membership of a Full Member Class Representative terminates upon expiry of his/her term as Full Member Class Representative, i.e. the one (1) year term of the Full Members Class Representatives shall expire at the end of the day of the (re)election of the Full Members Class Representatives in accordance with Articles 7.2.1.6 to 7.2.1.10 of these Statutes.
- 7.2.2.3** A Full Member Class Representative is deemed to be resigning if he/she is no longer a Parent of at least one (1) pupil in the relevant class of the School. This resignation shall be effective by decision of the Executive Bureau. The decisions of the Executive Bureau regarding the resignation of Full Members Class Representatives in the present paragraph are final, sovereign and the Executive Bureau shall not give reasons for its decisions.
- 7.2.2.4.** On the proposal of the Parents representing at least one third (1/3) of the pupils of the relevant class of the School, the Parents of the pupils of the relevant class of the School may at any time exclude a Full Member Class Representative they have appointed, within ten (10) calendar days following the proposal of said Parents, without any compensation or cost due by the Association, and provided the concerned Full Member is convened to the meeting of the Parents of the pupils of the relevant class of the School, and has received the opportunity to defend his/her position during said meeting before the vote on the exclusion. The Parents of the pupils of the relevant class of the School can validly decide on the exclusion of a Full Member Class Representative provided (i) the Parents of at least two-thirds (2/3) of the pupils of the relevant class of the School are present or represented and (ii) the decision obtains a majority of at least two-thirds (2/3) of the votes cast by the Parents of the pupils of the concerned class present or represented. The concerned Full Member Class Representative shall not participate in the deliberation of the meeting of the Parents of the pupils of the relevant class of the School regarding such decision or action, and also not to the corresponding decision-making. The decisions of the Parents of the pupils of the concerned class of the School regarding the exclusion of a Class Representative are final, sovereign and the Parents shall give reasons for their decisions.
- 7.2.2.5.** If the Full membership ends pursuant to Articles 7.2.2.1 to 7.2.2.4, the Full Member Class Representative shall automatically return to being an Associate Member on the date he/she ceased to be a Full Member.
- 7.2.2.6.** Once excluded, the remaining Full Members Class Representatives, if any, or two (2) Parents of the pupils of the relevant class of the School shall keep the Person(s) Entrusted of the Daily Management informed, via regular mean of communication, without delay and at all times, of the exclusion.
- 7.2.2.7.** A Full Member Class Representative who (i) does not duly or timely or fully comply with these Statutes, the rules of procedure, if any, and/or any decision validly taken by the bodies of the Association, or (ii) infringes the interests of the Association, or (iii) for any other reasonable cause, may be excluded from Full membership, by decision of the General Assembly, after recommendation from the Board.



- 7.2.2.8.** Before recommending the exclusion of a Full Member Class Representative to the General Assembly, the Board shall provide the concerned Full Member Class Representative with the relevant details in writing via special means of communication at least fourteen (14) calendar days in advance of the meeting of the Board which will decide on the recommendation to exclude. The concerned Full Member Class Representative will then have the time to definitively remedy the consequences of the breach or breaches which led to the proposal of his/her exclusion. The Board may decide to recommend to exclude a Full Member Class Representative, provided the concerned Full Member Class Representative is convened at the meeting of the Board and has received the opportunity to defend his/her position during the meeting of the Board prior to the vote on the recommendation to exclude. The decisions of the Board regarding the recommendation to exclude a Full Member Class Representative are final, sovereign and the Board shall give reasons for its decisions.
- 7.2.2.9.** Upon recommendation from the Board, the General Assembly may decide to exclude a Full Member Class Representative, provided that the concerned Full Member Class Representative is convened at the meeting of the General Assembly and has received the possibility to defend his/her position during the meeting of the General Assembly and prior to the vote on the exclusion. The General Assembly can validly decide on the exclusion of a Full Member Class Representative only if the decision obtains a majority of at least two-thirds (2/3) of the votes cast by the Full Members present or represented. The decisions of the General Assembly regarding the exclusion of a Full Member Class Representative are final, sovereign and the General Assembly shall give reasons for its decisions.
- 7.2.2.10.** All membership rights of the Full Member Class Representative concerned by the aforementioned exclusion procedure shall be suspended during the entire procedure (i) until the decision of the Board not to recommend the exclusion of the concerned Full Member Class Representative to the General Assembly, or (ii) if the Board decides to recommend the exclusion of the concerned Full Member Class Representative to the General Assembly, until the decision of the General Assembly.
- 7.2.2.11.** By derogation to Article 7.2.2.10, if a Full Member Class Representative fails to pay his/her membership fee within thirty (30) calendar days after a final official reminder was sent to him/her by the President, all his/her rights (including voting rights) shall be automatically and immediately suspended until full payment of the membership fee or the decision of the Board to exclude the concerned Full Member Class Representative.
- 7.2.2.12.** By derogation to Articles 7.2.2.7 to 7.2.2.9, a Full Member Class Representative who does not pay his/her membership fee in full within the prescribed period of time may be excluded from Full membership, by decision of the Board. The decisions of the Board regarding the exclusion of Full Members Class Representatives in the present paragraph are final, sovereign and the Board shall give reasons for its decisions.
- 7.2.2.13.** If the Full membership ceases before its term, for whatever reason, the remaining Full Members Class Representatives of the same class of the School may organise elections in

accordance with Articles 7.2.1.6 to 7.2.1.10 of these Statutes to appoint the new Full Members Class Representatives for the remainder of the term.

**7.2.2.14.** A Full Member Class Representative who, in whatever way and for whatever reason, ceases to be a Full Member Class Representative, shall remain liable for his/her obligations towards the Association, including for the payment of the membership fee for the financial year during which the membership ends. A Full Member who, in whatever way and for whatever reason, ceases to be a Full Member Class Representative shall (i) have no claims for compensation against the Association or its assets and (ii) immediately cease to present him/herself as a Full Member Class Representative in any manner.

### **7.2.3. Role of the Full Members Class Representative**

**7.2.3.1.** The Full Members Class Representatives, acting jointly where applicable, have, in particular, the following non exhaustively listed roles:

- (a) Represent the Parents of the class(es) he/she represents within the Association, in particular regarding any issue related to the class(es) he/she represents, and any issue related to the Association's purpose and object;
- (b) Liaise directly with Language Sections Representatives in the Board and School Educational Councils;
- (c) Represent the Parents of the class(es) he/she represents within the School community, endeavour to resolve any problems related to the class(es) he/she represents, assume communication with the teachers and the School management regarding the class(es);
- (d) Facilitate internal communication between the class Parents, for instance by maintaining and circulating a list of contact details of Parents in the class, who choose to be included;
- (e) Regularly consult and inform the other Parents of the class(es) he/she represents of any relevant issue;
- (f) Elect the Language Sections Representatives to the Board or to the School Educational Councils;
- (g) As the case may be, stand for election as a representative of a Language Section in the Board or School Educational Council; and
- (h) As the case may be, be a candidate for membership of the Board to be elected by the General Assembly.

### **7.3. Full Members SWALS Representative**

#### **7.3.1. Election of Full Members SWALS Representative**

**7.3.1.1.** Each year, provided that, on September 30, some pupils of the School qualify as Students Without A Language Sections (hereafter: "**SWALS**"), there shall be at least one (1) and up to four (4) SWALS Representatives (i.e. Full Members SWALS Representatives).

**7.3.1.2.** Each Full Member SWALS Representative shall:

- (a) Be an Associate Member or a Full Member at the time of his/her election; and
  - (b) Be a Parent of at least one (1) SWALS.
- 7.3.1.3.** Each Parent of a pupil can be elected as a Full Member Class Representative by one or more class(es) of the School and as a Full Member SWALS Representative.
- 7.3.1.4.** Each year, the Full Members SWALS Representatives shall be elected by the Parents of the SWALS, irrespective if the Parents are Members or not.
- 7.3.1.5. Term of office:** The one (1) year term of the Full Member SWALS Representative shall enter into force on the day his/her election was notified via regular means of communication to the Person(s) Entrusted with the Daily Management. Their mandate shall be non-remunerated.
- 7.3.1.6. Candidacy:** Each natural person who fulfils the criteria provided for under Article 7.3.1.2, may stand as candidate for Full Membership SWALS Representative.
- 7.3.1.7. Quorum:** The Parents of the SWALS can validly elect the Full Member SWALS Representative(s) when the Parents of at least half of the SWALS are present or represented.
- 7.3.1.8. Election procedure:** If there are four (4) or fewer candidates as Full Members SWALS Representatives, the priority shall be to elect the Full Member SWALS Representative(s) by consensus. If a consensus cannot be reached, or if there are more than four (4) candidates as Full Members SWALS Representatives, each Full Member SWALS Representative shall be validly elected if he/she obtains a simple majority of the votes (i.e. they obtain the highest number of the votes) cast by the Parents of the SWALS present or represented in accordance with Article 7.3.1.9. Each Parent may vote for up to four (4) candidates. In the event of a tie between two (2) or more candidates, new voting rounds shall be organised until the tie is broken.
- 7.3.1.9. Number of votes:** As a general rule, the total number of votes is determined by the number of SWALS. The Parents of each SWALS shall have one (1) vote per SWALS (e.g., in case of siblings) irrespective of whether the SWALS be represented by one (1) or by two (2) Parents. The Parents of a SWALS shall have the right, via regular means of communication, to give a proxy to another Parent of a SWALS, to be represented at the meeting of the Parents of the SWALS.
- 7.3.1.10.** The votes are issued by roll-call, or by show of hands, unless there are more than four (4) candidates for Full Membership , in which case the vote shall be issued by secret ballot.
- 7.3.1.11.** Notwithstanding the aforementioned Article 7.3.1.5, if there are less than four (4) Full Members SWALS Representatives, the Parents of the SWALS may at any time organise new elections in accordance with Articles 7.2.1.6 to 7.3.1.10 in order to elect (an) additional Full Member SWALS Representative(s). Moreover, notwithstanding the aforementioned Article 7.3.1.5, any Full Member SWALS Representative elected during the period of time which runs from the day on which a convening notice to the General Assembly is sent to the

Members to the day the General Assembly is held, shall see his/her mandate enter into force on the first day that follows said General Assembly.

**7.3.1.12.** Once elected, the Full Member SWALS Representative shall keep the Person(s) Entrusted of the Daily Management informed, via regular means of communication, without delay and at all times, of his/her election and contact details.

**7.3.1.13.** The procedures for the election of Full Members SWALS Representatives may be further detailed by the Parents of the SWALS provided the rules provided for in the present Article are complied with, as a minimum requirement.

**7.3.2. End of the mandate of the Full Members SWALS Representatives. Resignation. Exclusion**

**7.3.2.1.** Full Members SWALS Representatives are free to resign from the Association by giving written notice via special means of communication to the President. The President acknowledges it. The resignation shall be effective the day after the date on which the written notice was sent to the President.

**7.3.2.2.** The membership of a Full Member SWALS Representative terminates upon expiry of his/her term as Full Member SWALS Representative, i.e. the one (1) year term of the Full Member SWALS Representative shall expire at the end of the day of the (re)election of the Full Members SWALS Representatives in accordance with Articles 7.3.1.6 to 7.3.1.7 of these Statutes.

**7.3.2.3.** A Full Member SWALS Representative is deemed to be resigning if he/she is no longer a Parent of at least one (1) SWALS. This resignation shall be effective by decision of the Executive Bureau. The decisions of the Executive Bureau regarding the resignation of the Full Members SWALS Representatives in the present paragraph are final, sovereign and the Executive Bureau shall not give reasons for its decisions.

**7.3.2.4.** On the proposal of the Parents representing at least one third (1/3) of the SWALS, the Parents of the SWALS may at any time exclude a Full Member SWALS Representative they have appointed, within ten (10) calendar days following the proposal of said Parents, without any compensation or cost due by the Association, and provided the Full Member SWALS Representative is convened to the meeting of the Parents of the SWALS, and has received the opportunity to defend his/her position during said meeting and prior the vote on the exclusion. The Parents of the SWALS can validly decide on the exclusion of the Full Member SWALS Representative provided that (i) the Parents of at least two-thirds (2/3) of the SWALS are present or represented and (ii) the decision obtains a majority of at least two-thirds (2/3) of the votes cast by the Parents of the SWALS present or represented. The concerned Full Member SWALS Representative shall not participate in the deliberation of the meeting of the Parents of the SWALS regarding such decision or action, and also not to the corresponding decision-making. The decisions of the Parents of the SWALS regarding the exclusion of the Full Members SWALS Representative are final, sovereign and the Parents shall give reasons for their decisions.

- 7.3.2.5.** If the Full membership ends pursuant to Articles 7.3.2.1 to 7.3.2.4, a Full Member SWALS Representative shall automatically return to being a Parent of the SWALS on the date he/she ceased to be a Full Member SWALS Representative.
- 7.3.2.6.** Once excluded, the remaining Full Member SWALS Representative, if any, or at least two (2) Parents of the SWALS acting jointly shall keep the Person(s) Entrusted of the Daily Management informed, via regular means of communication, without delay and at all times, of his/her exclusion.
- 7.3.2.7.** The Full Member SWALS Representative who (i) does not duly or timely or fully comply with these Statutes, the rules of procedure, if any, and/or any decision validly taken by the bodies of the Association, or (ii) infringes the interests of the Association, or (iii) for any other reasonable cause, may be excluded from Full membership, by decision of the General Assembly, after recommendation from the Board.
- 7.3.2.8.** Before recommending the exclusion of a Full Member SWALS Representative to the General Assembly, the Board shall provide the concerned Full Member SWALS Representative with the relevant details in writing via special means of communication at least fourteen (14) calendar days in advance of the meeting of the Board which will decide on the recommendation to exclude. The concerned Full Member SWALS Representative will then have the time to definitively remedy the consequences of the breach or breaches which led to the proposal of his/her exclusion. The Board may decide to recommend to exclude a Full Member SWALS Representative, provided the concerned Full Member SWALS Representative is convened at the meeting of the Board and has received the opportunity to defend his/her position during the meeting of the Board and prior to the vote on the recommendation to exclude. The decisions of the Board regarding the recommendation to exclude a Full Member are final, sovereign and the Board shall give reasons for its decisions.
- 7.3.2.9.** Upon recommendation from the Board, the General Assembly may decide to exclude a Full Member SWALS Representative, provided that the concerned Full Member SWALS Representative is convened at the meeting of the General Assembly and has received the possibility to defend his/her position during the meeting of the General Assembly and prior to the vote on the exclusion. The General Assembly can validly decide on the exclusion of a Full Member SWALS Representative only if the decision obtains a majority of at least two-thirds (2/3) of the votes cast by the Full Members present or represented. The decisions of the General Assembly regarding the exclusion of a Full Member SWALS Representative are final, sovereign and the General Assembly shall give reasons for its decisions.
- 7.3.2.10.** All membership rights of the Full Member SWALS Representative concerned by the aforementioned exclusion procedure shall be suspended during the entire procedure (i) until the decision of the Board not to recommend the exclusion of the concerned Full Member SWALS Representative to the General Assembly, or (ii) if the Board decides to recommend the exclusion of the concerned Full Member SWALS Representative to the General Assembly, until the decision of the General Assembly.
- 7.3.2.11.** By derogation to Article 7.2.2.10, if the Full Member SWALS Representative fails to pay his/her membership fee within thirty (30) calendar days after a final official reminder was

sent to him/her by the President, all his/her rights (including voting rights) shall be automatically and immediately suspended until full payment of the membership fee or the decision of the Board to exclude the concerned Full Member SWALS Representative.

**7.3.2.12.** By derogation to Articles 7.2.2.7 to 7.2.2.9, a Full Member SWALS Representative who does not pay his/her membership fee in full within the prescribed period of time may be excluded from Full membership, by decision of the Board. The decisions of the Board regarding the exclusion of Full Members SWALS Representatives in the present paragraph are final, sovereign and the Board shall give reasons for its decisions.

**7.3.2.13.** If the Full membership ceases before its term, for whatever reason, the remaining Full Members SWALS Representatives, if any, may organise elections in accordance with Articles 7.3.2.4 to 7.3.2.10 of these Statutes to appoint the new Full Member SWALS Representative(s) for the remainder of the term.

**7.3.2.14.** A Full Member SWALS Representative who, in whatever way and for whatever reason, ceases to be a Full Member SWALS Representative, shall remain liable for his/her obligations towards the Association, including for the payment of the membership fee for the financial year during which the membership ends. A Full Member who, in whatever way and for whatever reason, ceases to be a Full Member SWALS Representative shall (i) have no claims for compensation against the Association or its assets and (ii) immediately cease to present him/herself as a Full Member SWALS Representative in any manner.

### **7.3.3. Role of the Full Members SWALS Representatives**

**7.3.3.1.** The Full Members SWALS Representatives, acting jointly, have, in particular, the following non exhaustively listed roles:

- a) Represent the Parents of the SWALS within the Association, and any issue related to the Association's purpose and object;
- b) Liaise directly with the SWALS Representatives to the Board and Educational Councils of the School;
- c) Represent the Parents of the SWALS within the School community, endeavour to resolve any problems related to the SWALS, assume communication with the teachers and the School management regarding the SWALS;
- d) Facilitate internal communication between the Parents of the SWALS, for instance by maintaining and circulating a list of contact details of the Parents of the SWALS, who choose to be included;
- e) Regularly consult and inform the other Parents of the SWALS of any relevant issue;
- f) Elect the Representative of the SWALS to the Board or Educational Councils of the School;
- g) As the case may be, stand for election as SWALS Representative in the Board or Educational Councils of the School; and
- h) As the case may be, be a candidate for membership of the Board to be elected by the General Assembly.

## **Article 8. Membership fee**

- 8.1. Each Member shall pay a membership fee per year, as proposed by the Board and decided by the General Assembly.
- 8.2. In order to determine the amount of the membership fees, the Board and the General Assembly may decide (i) to apply a flat rate membership fee per family instead of a membership fee per Member and (ii) to grant a reduction of the membership fees.
- 8.3. Members joining the Association part-way through a financial year shall pay the full amount of membership fee.
- 8.4. The Board shall also decide on the invoicing procedure and the time of payment of the membership fee.

**Article 9. Compliance with the Statutes and the rules of procedure**

- 9.1. Any Member shall adhere to these Statutes and the rules of procedure, if any, and commit to (i) actively cooperate towards the achievement of the purpose of the Association and (ii) pay the annual membership fee, including for the year in which the Associate Member acquired the Associate membership, pursuant to Article 6 of these Statutes.

**Article 10. Register of Members**

- 10.1 The Person(s) Entrusted with the Daily Management shall keep a register of Members, in electronic format, at the registered office of the Association. This register shall contain for each Member: the first name, family name, email address, address of domicile and the first name and family name of the Member's each child being a pupil of the School. In addition, the admission, the resignation or the exclusion of the Members shall be included in the register of Members by the Person(s) Entrusted with the Daily Management, immediately after the respective occurrence of the admission, the resignation or the exclusion.

**TITLE IV. LANGUAGE SECTIONS, LANGUAGE SECTIONS REPRESENTATIVES AND SWALS  
SECTION REPRESENTATIVE**

**Article 11. Language Sections**

- 11.1. The status of Language Section is granted and revoked by the Board of Governors of the European Schools as established and organised in the Convention defining the Statute of the European Schools as published in the Official Journal L 212 on 17 August 1994 and as amended.
- 11.2. Language Sections are free to organise themselves as they see fit, especially with regard to their internal coordination and activity or their representation vis-à-vis the authorities of Member States relevant to the Language Sections. They are free to agree on internal provisions relating to the elections, composition, and action of any representatives of the Language Sections, to detail the procedure for electing the Language Sections Representatives referred to under Article 12 of these Statutes, and to set up any other procedure deemed necessary for adopting positions and other documents, including

motions to be presented to the General Assembly. They shall act in accordance with the guidelines and minimum requirements indicated in the present Statutes and rules of procedure, if any.

**11.3.** Language Sections shall bear the costs of their activities.

**11.4.** The Language Sections do not represent the Association.

## **Article 12. Language Sections Representatives**

**12.1.** Every two (2) years, each Language Section or assimilated ('satellite') classes shall elect to the Board one (1) Language Section Representative per level (nursery/primary and secondary) in each of the sites that it is present. Each elected Language Section Representative must be a Full Member Class Representative of a class belonging to the Language Section or assimilated ('satellite') class concerned.

**12.2.** The Language Sections Representatives referred to under Article 12.1 shall be distinct Full Members Class Representatives.

**12.3. Deadline for election:** At the latest by December 31, the Language Sections Representatives referred to under Article 12.1 shall be elected by the Full Members of the classes of the School, at the respective site, which belong to the same Language Section.

**12.4. Term of office:** The term of office for the Language Sections Representatives shall be of two (2) years, indefinitely renewable. The two (2) years term of the Language Sections Representatives shall enter into force on the day their election was notified via regular means of communication to the Person(s) Entrusted with the Daily Management and shall expire at the end of the day of the (re)election of the Language Sections Representatives in accordance with Articles 12.3 to 12.7. Their mandates shall be non-remunerated.

**12.5. Election procedure:** Each natural person who fulfils the criteria provided for under Article 12.1 at the time of the election, may stand as candidate for the Language Section Representative. If the number of candidates as Language Sections Representatives is equal or inferior to the number of positions to be fulfilled, the priority shall be to elect the Language Sections Representatives by consensus. If a consensus cannot be reached, or if there are more candidates as Language Sections Representatives than the number of positions to be fulfilled, each Language Section Representative shall be validly elected if he/she obtains a simple majority of the votes cast (i.e. they obtain the highest number of the votes) by the Full Members of the classes of the School that belong to the same Language Section present or represented. In the event of a tie between two (2) or more candidates, new voting rounds shall be organised until the tie is broken.

**12.6. Number of votes:** Each Full Member shall have one (1) vote. Each Full Member of a class of the School which belongs to the concerned Language Section shall have the right, via regular means of communication, to give a proxy to another Full Member of a class of the School which belongs to the same Language Section, to be represented at the meeting of the relevant Language Section provided that the proxy is granted before the beginning of the



meeting of the relevant Language Section. No Full Member may hold more than three (3) proxies.

- 12.7.** The votes are issued by roll-call, or by show of hands, unless the number of candidates exceeds the number of vacancies, in which case the vote shall be issued by secret ballot.
- 12.8. Termination of the mandate:** The mandate of a Language Section Representative can also terminate upon revocation by the Board when said Language Section Representative has failed to attend five (5) consecutive meetings of the Board. In that case, the Board may revoke a Language Section Representative without any compensation or cost due by the Association, and provided the concerned Language Section Representative is convened to the meeting of the Board and has received the opportunity to defend his/her position during the meeting prior to the vote on the revocation. The concerned Language Section Representative shall not participate in the deliberation of the meeting of the Board regarding such decision or action, and also not to the corresponding decision-making. The decisions of the Board regarding the exclusion of a Language Section Representative are final, sovereign and the Board shall not give reasons for its decisions.
- 12.9.** If the mandate of a Language Section Representative ceases, for whatever reason, the Language Section which has elected him/her shall immediately replace him/her, provided that the Language Section Representative elected fulfils, at the time of his/her election, the relevant criteria provided for under Article 12.1 and in accordance with the election procedure provided for under Articles 12.3 to 12.7 for the remainder of the term.
- 12.10.** In the event of termination of the mandate of a Language Section Representative for whatever reason, except in cases of dismissal or death or incapacity, the Language Section Representative shall continue to perform the duties of his/her office until he/she has been replaced within sixty (60) calendar days.
- 12.11.** In the event of termination of the mandate of a Language Section Representative for whatever reason, he/she shall have no claims for compensation against the Association or its assets.
- 12.12.** Each Language Section shall keep the Person(s) Entrusted with the Daily Management informed, via regular means of communication, without delay and at all times, of the identity, contact details of its Language Sections Representatives.
- 12.13.** The procedures for the election of Language Sections Representatives may be further detailed by each Language Section provided the rules provided for in the present Article are complied with, as a minimum requirement.

### **Article 13. Representative of the SWALS**

- 13.1.** Every two (2) years, provided that, on September 30, some pupils of the School qualify as SWALS, the Parents of the SWALS shall directly elect one (1) Representative of the SWALS to the Board amongst the Full Members SWALS Representatives.

- 13.2. Deadline for election:** At the latest by December 31, the SWALS Representative to the Board referred to under Article 13.1 shall be elected by the Parents of the SWALS.
- 13.3. Term of office:** The term of office of the Representative of the SWALS to the Board shall be of two (2) years, indefinitely renewable. The two (2) years term of the Representative of the SWALS to the Board shall enter into force on the day his/her election was notified via regular means of communication to the Person(s) Entrusted with the Daily Management and shall expire at the end of the day of the (re)election of the Representative of the SWALS to the Board in accordance with Articles 13.4 to 13.7.
- 13.4. Election procedure:** Each natural person who fulfils the criteria provided for under Article 13.1 at the time of the election, may stand as candidate for the Representation of the SWALS to the Board. If there is only one (1) candidate as Representative of the SWALS to the Board, the priority shall be to elect the Representative of the SWALS to the Board by consensus. If a consensus cannot be reached, or if there are more than one (1) candidate as Representative of the SWALS to the Board, the Representative of the SWALS to the Board shall be validly elected if he/she obtains a simple majority of the votes (i.e. he/she obtains the highest number of the votes) cast by the Parents of the SWALS present or represented. In the event of a tie between two (2) or more candidates, new voting rounds shall be organised until the tie is broken.
- 13.5.** Article 7.3.1.9 of these Statutes shall apply to the election of the Representative of the SWALS to the Board.
- 13.6.** The votes are issued by roll-call, or by show of hands, unless there are more than one (1) candidate, in which case the vote shall be issued by secret ballot.
- 13.7. Termination of the mandate:** The mandate of the Representative of the SWALS to the Board can also terminate upon revocation by the Board when said Representative of the SWALS to the Board has failed to attend five (5) consecutive meetings of the Board. In that case, the Board may revoke the Representative of the SWALS to the Board without any compensation or cost due by the Association, and provided the concerned Representative of the SWALS to the Board is convened to the meeting of the Board and has received the opportunity to defend his/her position during the meeting prior to the vote on the revocation. The concerned Representative of the SWALS to the Board shall not participate in the deliberation of the meeting of the Board regarding such decision or action, and also not to the corresponding decision-making. The decisions of the Board regarding the exclusion of the Representative of the SWALS to the Board are final, sovereign and the Board shall not give reasons for its decisions.
- 13.8.** If the mandate of the Representative of the SWALS to the Board ceases, for whatever reason, the Parents of the SWALS who have elected him/her shall immediately replace him/her, provided that the Representative of the SWALS to the Board elected fulfils, at the time of his/her election, the relevant criteria provided for under Article 13.1 and in accordance with the election procedure provided for under Articles 13.4 to 13.6 for the remainder of the term.

- 13.9.** In the event of termination of the mandate of the Representative of the SWALS to the Board for whatever reason, except in cases of dismissal or death or incapacity, the Representative of the SWALS to the Board shall continue to perform the duties of his/her office until he/she has been replaced within sixty (60) calendar days.
- 13.10** In the event of termination of the mandate of a Representative of the SWALS to the Board for whatever reason, he/she shall have no claims for compensation against the Association or its assets.
- 13.11** The Representative of the SWALS to the Board shall keep the Person(s) Entrusted with the Daily Management informed, via regular means of communication, without delay and at all times, of his/her identity and contact details.
- 13.12** The procedures for the election of the Representative of the SWALS to the Board may be further detailed by the Parents of the SWALS provided the rules provided for in the present Article are complied with, as a minimum requirement.

## **TITLE V. ORGANISATIONAL STRUCTURE**

### **Article 14. Bodies**

- 14.1.** The bodies of the Association are:

- (a) The General Assembly;
- (b) The Board;
- (c) The President;
- (d) At least one (1) Vice-President;
- (e) The Treasurer;
- (f) The Secretary;
- (g) The Deputy Secretary;
- (h) The Executive Bureau;
- (i) The Working Group(s), Committees, Task Forces and any other Working Structure(s); and
- (j) The Person(s) Entrusted with the Daily Management.

## **TITLE VI. GENERAL ASSEMBLY**

### **Article 15. Composition. Voting rights**

- 15.1.** The General Assembly shall be composed of all the Members.
- 15.2.** Each Full Member shall have one (1) vote irrespective of the number of classes of the School for which he/she is a Full Member Class Representative and/or if he/she is a Full Member SWALS Representative.
- 15.3.** Associate Members shall have the right to attend the meetings of the General Assembly without voting rights but with the right to be heard, by decision of the chairperson of the General Assembly.

- 15.4.** The General Assembly shall be chaired by the President. If the President is unable or unwilling to chair the General Assembly, the General Assembly shall be chaired by the (oldest) Vice-President (in age) (able and willing to do so). If the President and the Vice-President(s) are unable or unwilling to chair the General Assembly, the General Assembly shall be chaired by the Treasurer. If the President, the Vice-President(s) and the Treasurer are all unable or unwilling to chair the General Assembly, the General Assembly shall be chaired by the Secretary.
- 15.5.** The General Assembly may decide to invite one or more third party(ies) to attend without voting rights to one or more meeting(s) or part(s) of meeting(s) of the General Assembly. Upon authorisation of the chairperson of the General Assembly, these third parties will receive the right to speak.

**Article 16. Powers**

- 16.1.** The General Assembly shall have the powers specifically granted to it by law or these Statutes. In particular, the General Assembly shall have the following powers:
- (a) The election and dismissal of the members of the Board referred to under Article 23.2 (c) of these Statutes and the determination of the conditions (including the financial conditions, if any) under which the mandate of each member of the Board will be granted and exercised as well as the conditions under which said mandate can be terminated;
  - (b) The approval of the appointment (by co-optation) of a new member of the Board referred to under Article 23.2 (c) of these Statute in accordance with the co-optation process set out in Article 23.10 of these Statutes;
  - (c) If applicable, the appointment and dismissal of a statutory auditor and the determination of his/her/its remuneration;
  - (d) The discharge to be given to the members of the Board and, if any, to the statutory auditor, and to the external accountant;
  - (e) The approval of the amount of membership fee, on the proposal of the Board;
  - (f) The decision to exclude an Associate Member in accordance with Article 6.3.5 of these Statutes, after recommendation from the Board;
  - (g) The decision to exclude a Full Member in accordance with Article 7.2.2.9 of these Statutes, after recommendation from the Board;
  - (h) The approval of the annual accounts and the budget of the Association;
  - (i) On the proposal of the Board, the approval of the Association's vision and overall strategic direction;
  - (j) The amendment of these Statutes;
  - (k) The dissolution of the Association, the allocation of the Association's liquidation balance in case of dissolution, and the appointment of one or more liquidator(s);
  - (l) The transfer of the registered office of the Association when it implies a change in the language of these Statutes pursuant to the legal provisions that govern the use of official languages in Belgium; and
  - (m) The restructuring or transformation of the Association pursuant to any of the procedures provided for under the Books 13 and 14 of the companies and

associations Code, unless otherwise provided for by the companies and associations Code.

#### **Article 17. Meetings**

- 17.1.** The General Assembly shall meet at least once a year upon convocation of the President and/or Board, and at such time and place as determined in the convening notice. A meeting of the General Assembly entrusted with the approval of the annual accounts and the budget shall be held within six (6) months of the end of the financial year (hereafter: “**Ordinary General Assembly**”). Each year, the Board shall determine the exact date of the Ordinary General Assembly.
- 17.2.** A meeting of the General Assembly shall at any time be convened by the President and/or the Board each time the interests of the Association so require. A meeting of the General Assembly shall also be convened by the President and/or the Board at the written request of at least (i) ten (10) Full Members or (ii) one twentieth (1/20) of the Members. The President and/or the Board shall convene the General Assembly within fourteen (14) calendar days after the request to convene made by the Full Members or the Members. The General Assembly shall take place at the latest on the forty-second (42<sup>nd</sup>) calendar day following this request.

#### **Article 18. Proxies**

- 18.1.** Each Full Member shall have the right, via regular means of communication, always with copy to the Person(s) Entrusted with the Daily Management via similar means, to give a proxy to another Full Member to be represented at a meeting of the General Assembly. No Full Member may hold more than three (3) proxies.

#### **Article 19. Convening notices. Agenda**

- 19.1.** Convening notices to the General Assembly shall be notified to the Members by the Person(s) Entrusted with the Daily Management via regular means of communication at least fourteen (14) calendar days before the meeting. The convening notices shall mention the date, time and place of the meeting of the General Assembly. In addition, the convening notices shall mention whether the Members can participate to the meeting via electronic means of communication and if the Full Members can vote electronically. The agenda shall be attached to the convening notices. The agenda of the meetings of the General Assembly shall be prepared by the President and adopted by the Board.
- 19.2.** The material documents necessary for the discussion shall be sent to the Members at the latest one (1) calendar day before the meetings of the General Assembly.
- 19.3.** Any proposal to include additional item(s) on the agenda of the General Assembly (i.e. including motion(s)) signed by (i) at least ten (10) Full Members or, (ii) one or more Language Section(s), each represented respectively by two (2) Language Sections Representatives

belonging to the same Language Section and notified to the President at least seven (7) calendar days before the meeting must be included in the agenda. In such a case, the President shall inform the Members of the additional item(s) on the agenda of the General Assembly via regular means of communication at least three (3) calendar days before the meeting of the General Assembly.

- 19.4.** No vote shall be cast regarding an item that is not listed on the agenda, except if the decision to proceed with such vote obtains a majority of at least two-thirds (2/3) of the votes cast by the Full Members present or represented at a meeting of the General Assembly.

**Article 20. Presence quorum. Voting majority. Votes**

- 20.1. Quorum:** Unless provided otherwise in these Statutes, the General Assembly shall be validly constituted when at least ten per cent (10%) of the Full Members are present or represented.
- 20.2.** If at least ten per cent (10%) of the Full Members are not present or represented at the first meeting, a second meeting of the General Assembly may be convened pursuant to Article 19 of these Statutes, at least fourteen (14) calendar days after the first meeting of the General Assembly. The second meeting of the General Assembly shall deliberate validly, irrespective of the number of Full Members present or represented, in accordance with the decision-making process provided for under Articles 20.3 and 20.4.
- 20.3. Votes – General:** Unless provided otherwise in these Statutes, decisions of the General Assembly shall be validly adopted if they obtain at least a simple majority of the votes (i.e. it obtains the highest number of the votes) cast by the Full Members present or represented. Blank votes, invalid votes and abstentions shall not be counted.
- 20.4.** In the event of a tie, the President shall have the decisive vote and, in his/her absence (whether represented or not), the oldest Vice-President (in age) (able and willing to do so). If the President and the Vice-Presidents (in age) are all absent (whether represented or not), the Treasurer shall have the decisive vote. If the President, the Vice-Presidents and the Treasurer are all absent (whether represented or not), the Secretary shall have the decisive vote.
- 20.5. Votes for Board members:** By derogation to Article 20.3, for the election of the members of the Board referred to in Article 23.2 (c) of these Statutes, decisions of the General Assembly regarding the election of one or more member(s) of the Board shall be validly adopted as follows:
- (a) If the number of candidates member of the Board is lower or equal to the number of mandates of member of the Board to be fulfilled:
    - (i) The General Assembly shall vote once on the list of candidates member of the Board as a whole; and

- (ii) The list of candidates member of the Board shall obtain at least fifty per cent (50%) plus one (1) vote of the votes cast by the Full Members present or represented.
  - (b) If (i) there are more candidates member of the Board than the number of mandates of member of the Board to be fulfilled or (ii) the chairperson of the General Assembly decides to derogate to Article 20.5 (a):
    - (i) The ballot shall be organised in a way that each Full Member be able to cast his/her vote as many times as there are mandate(s) of member of the Board to be fulfilled (e.g. if five (5) members of the Board shall be elected, the Full Member can cast five (5) votes, i.e. one (1) vote per member of the Board to be elected); and
    - (ii) The candidate(s) member of the Board shall obtain at least a simple majority of the votes (i.e. he/she/they obtain(s) the highest number of the votes) cast by the Full Members present or represented. In the event of a tie between two (2) or more candidates member of the Board, subsequent voting round(s) shall take place until the tie is broken.
- 20.6. Votes – method:** The votes are issued by show of hands or roll-call, unless a secret ballot is (i) decided on by the President or (ii) requested by at least one third (1/3) of the Full Members present or represented. Notwithstanding the previous sentence, any vote on the dismissal of a member of the Board or the exclusion of a Member shall be issued by secret ballot.
- 20.7. Electronic voting:** Provided the possibility to participate in the General Assembly via electronic means of communication was granted by the Board and is detailed in the convening notice, a duly convened meeting of the General Assembly shall be validly held even when all or some of the Members are not physically present or represented, but participate to the General Assembly via any electronic means of communication made available to them by the Association, such as a telephone, video or web conference, that allows (i) the Association to verify the membership quality and identity of the Members, (ii) the Members to take direct, simultaneous and uninterrupted notice of the discussions during the meeting and, if applicable, to exercise their voting rights with respect to all matters on which the General Assembly is required to decide and (iii) the Members to participate in the deliberations and ask questions. The Board shall set up the practical procedures to organise the vote via electronic means. In such a case, the Members shall be deemed present at the place where the meeting of the General Assembly is held. The members of the bureau of the General Assembly (which is composed of at least the chairperson of the General Assembly and the Secretary) cannot participate in the General Assembly via electronic means of communication and shall meet physically.
- 20.8.** Provided this possibility has been granted by the Board and is mentioned in the convening notice, the Full Members may vote via electronic means during a meeting of the General Assembly. The Board shall set up the practical procedures to organise the vote via electronic means, and shall ensure that the system for electronic voting used allows for (i) the

verification of the quality and identity of the Full Members who have cast their vote and (ii) the control of compliance with the prescribed time limit to vote.

- 20.9.** The minutes of the General Assembly shall mention any technical problems and incidents that prevented or disrupted participation via electronic means of communication in the General Assembly or in the vote.

**Article 21. Register of minutes**

- 21.1.** Draft minutes shall be drawn up at each meeting of the General Assembly by the President. Copies of the draft minutes shall be sent via regular means of communication by the Person(s) Entrusted with the Daily Management to the Members. The Members shall have the possibility to send any comments they may have with regard to these draft minutes to the Person(s) Entrusted with the Daily Management within fourteen (14) calendar days following the receipt of the draft minutes. The draft minutes shall be approved by the General Assembly at its next meeting. The draft minutes, if need be, and the final minutes shall be signed by the President and kept in a register of minutes. Copies of the final minutes shall be sent via regular means of communication to the Members or posted online by the Person(s) Entrusted with the Daily Management. The register of minutes shall be kept at the registered office of the Association where all Members may consult it, without, however, displacing it.

**Article 22. Written procedure**

- 22.1.** Except for the amendment of these Statutes, the General Assembly may take decisions via unanimous written procedure (which means regular/registered mail or any other means of written communication, including email, application or platform on a website). In that case, the convocation formalities referred to under Article 19 of these Statutes do not have to be complied with.
- 22.2.** For this purpose, the President, upon request of the Board, shall send a notice, including the proposals for the decisions to be taken via regular means of communication, to all Members and members of the Board, requesting the Full Members to vote on the proposals and to send their vote(s) back via the means of written communication chosen by the Board, and within the time limit mentioned in the notice.
- 22.3.** If the votes in favour of all of the Full Members regarding the items on the agenda are not received/submitted within the time limit mentioned in the notice, the decisions are deemed not to be taken.
- 22.4.** For the purpose of the present Article, Full Members are not allowed to grant proxies to other Full Members.



- 22.5. The decisions taken via written procedure are deemed to come into force on the date mentioned on the notice sent to the Members and to the members of the Board.
- 22.6. The decisions taken via written procedure shall be sent via regular means of communication by the President to the Members.
- 22.7. The members of the Board and the statutory auditor, if any, may take note of all decisions taken via written procedure at their request.

## TITLE VII. BOARD

### Article 23. Composition

- 23.1. The Association shall be administered by a Board.
- 23.2. The Board shall be composed as follows:
  - (a) The Language Sections Representatives shall be members of the Board as of right;
  - (b) If one has been elected, the Representative of the SWALS to the Board shall be a member of the Board as of right; and
  - (c) Up to four (4) Full Members elected by the General Assembly.
- 23.3. The members of the Board shall all be distinct Full Members.
- 23.4. The term of office of the members of the Board referred under Article 23.2 (c) is a two (2) years term, indefinitely renewable. The mandate of the members of the Board shall be non-remunerated.
- 23.5. **Members elected by the General Assembly:** The members of the Board referred to under Article 23.2 (c) shall be elected by the General Assembly. Each Full Member may present him/herself as a candidate member of the Board referred to under Article 23.2 (c) to the Person(s) Entrusted with the Daily Management at least seven (7) calendar days before a meeting of the General Assembly during which one or more member(s) of the Board referred to under Article 23.2 (c) will be elected. The Board shall inform the Full Members as soon as a new election by the General Assembly is necessary. The Person(s) Entrusted with the Daily Management, taking into account the criterion provided for under Article 23.3, shall draw up a list of all proposed candidates member of the Board referred to under Article 23.2 (c). The list shall be sent to the Members at least four (4) calendar days before the meeting of the General Assembly during which one or more member(s) of the Board referred to under Article 23.2 (c) will be elected.
- 23.6. **Termination of the mandate:** The mandate of a member of the Board referred to under Article 23.2 (a) and (b) terminates upon the expiry of his/her term. The mandate of a member of the Board referred to under Article 23.2 (c) terminates as of right and with

immediate effect, (i) by death or incapacity, or (ii) if a member of the Board no longer meets the criterion provided for under Article 23.3.

- 23.7.** The mandate of a member of the Board referred to under Article 23.2 (c) also terminates upon dismissal by the General Assembly. The General Assembly may dismiss a member of the Board referred to under Article 23.2 (c) at any time and shall not give reasons for its decisions, without any compensation or cost due by the Association, and provided that the concerned member of the Board referred to under Article 23.2 (c) is convened to the meeting of the General Assembly and has received the opportunity to defend his/her position during the meeting prior to the vote on the dismissal. The General Assembly can validly decide on the dismissal of a member of the Board provided that the decision to dismiss said member of the Board obtains a majority of at least two-thirds (2/3) of the votes cast by the Full Members present or represented.
- 23.8.** By derogation to Article 23.7, the mandate of a member of the Board referred to under Article 23.2 (c) can also terminate upon revocation by the Board when said member of the Board has failed to attend five (5) consecutive meetings of the Board. In that case, the Board may revoke a member of the Board referred to under Article 23.2 (c) and does not need to give reasons for its decision, without any compensation or cost due by the Association, and provided the concerned member of the Board is convened at the meeting of the Board and has received the opportunity to defend his/her position during the meeting before the vote on the revocation. The concerned member of the Board shall neither take part in the discussion nor in the vote regarding his/her revocation.
- 23.9.** The members of the Board referred to under Article 23.2 (c) are also free to resign from their office at any time by submitting, via special means of communication, their resignation to the President. In case of termination of the mandate of a member of the Board referred to under Article 23.2 (c) for whatever reason, except the cases of automatic termination of the mandate of a member of the Board referred to under Article 23.2 (c), or dismissal, the member of the Board referred to under Article 23.2 (c) shall continue performing the duties of his/her office until he/she has been replaced within sixty (60) calendar days.
- 23.10.** If the mandate of a member of the Board referred to under Article 23.2 (c) ceases before its term, for whatever reason, the Board shall freely appoint (by co-optation) a new member of the Board for the remainder of the term of the replaced member of the Board, provided (i) two-thirds (2/3) of the members of the Board vote in favour of this appointment and (ii) the member of the Board appointed (by co-optation) meets the criterion provided for under Article 23.3. The appointment (by co-optation) shall be submitted for approval during the next meeting of the General Assembly. In the event the General Assembly does not approve the appointment (by co-optation) of a new member of the Board by the Board, this decision shall have no retroactive effect.
- 23.11.** In the event of termination of the mandate of a member of the Board for whatever reason, the said member of the Board shall have no claims for compensation against the Association or its assets, without prejudice to the mandatory labour law provisions and the services agreement provisions, if applicable.

- 23.12. Chairmanship of the Board:** The Board shall be chaired by the President. If the President is unable or unwilling to chair the Board, the Board shall be chaired by the (oldest) Vice-President (in age) (able and willing to do so). If the President and the Vice-President(s) are unable or unwilling to chair the Board, the Board shall be chaired by the Treasurer. If the President, the Vice-President(s) and the Treasurer are all unable or unwilling to chair the Board, the Board shall be chaired by the Secretary.
- 23.13. Attendance to the Board:** The Board is a closed body and only the members of the Board may attend its meetings. Notwithstanding the previous sentence, each member of the Board may nominate one or more deputy(ies). The deputy(ies) member of the Board (s) shall be permanent observers at the meeting of the Board without voting rights.
- 23.14.** The Educational Councils of the School representatives or, as the case may be, the deputy(ies) of the Educational Councils of the School representatives shall be permanent observers at the meetings of the Board without voting rights.
- 23.15.** Notwithstanding Article 23.14, the President may decide that the deputy(ies) member of the Board (s) and/or the Educational Councils of the School representatives and/or, as the case may be, the deputy(ies) of the Educational Councils of the School representatives cannot attend one or more meeting(s) or part(s) of a meeting(s) of the Board.
- 23.16.** The Executive Bureau may invite one or more third party(ies) to attend without voting rights one or more meeting(s) or part(s) of meeting(s) of the Board.

#### **Article 24. Powers**

- 24.1.** The Board shall have all powers necessary to accomplish the purpose of the Association, except for the powers that are specifically granted to other bodies of the Association by law or by these Statutes. The Board shall act as a collegial body (in French: “*organe collégial*” / in Dutch: “*collegiaal orgaan*”).
- 24.2.** The Board shall in particular have the following powers:
- (a) The proposal to the General Assembly of the Association’s vision, overall strategic direction and policies;
  - (b) The general management and administration of the Association;
  - (c) The monitoring of budget expenditures and the allocation of the budget;
  - (d) The organisation and supervision of services, initiatives and programmes;
  - (e) The convening of the meetings of the General Assembly;
  - (f) The execution of the decisions of the General Assembly;
  - (g) The acknowledgement of the resignation of an Associate Member pursuant to Article 6.3.2 of these Statutes;
  - (h) The recommendation to exclude an Associate Member to the General Assembly;
  - (i) The recommendation to exclude a Full Member to the General Assembly;
  - (j) The decision to exclude a Member who does not pay his/her membership fee in full within the prescribed period;

- (k) The dismissal of the Language Sections Representatives, in accordance with Article 12.8 of these Statutes;
  - (l) The dismissal of the members of the Board referred to under Article 23.2 (c) of these Statutes, in accordance with Article 23.8 of these Statutes;
  - (m) The appointment of a new member of the Board referred to under Article 23.2 (c) of these Statutes for the remainder of the term of a replaced member of the Board referred to under Article 23.2 (c) of these Statutes;
  - (n) The election and dismissal of the President, the Vice-President(s), the Treasurer, the Secretary, the Deputy Secretary or any other member of the Executive Bureau referred under Article 33.1 (f) of these Statutes;
  - (o) If applicable, the appointment and dismissal of an external auditor and the determination of his/her/its remuneration;
  - (p) The hiring and the dismissal of employees of the office of the Association;
  - (q) The proposal of the amount of the membership fee to the General Assembly;
  - (r) The preparation of the draft annual accounts and the draft budget that must be submitted to the General Assembly for approval;
  - (s) The adoption of the agenda of the meetings of the General Assembly, after preparation by the President;
  - (t) The adoption, the amendment and the revocation of the rules of procedure, if any;
  - (u) The decisions to amend Article 40.2 of these Statutes;
  - (v) The adoption of propositions to be submitted to the General Assembly;
  - (w) The appointment of representatives of the Association to the Educational Councils of the School;
  - (x) The appointment of representatives to the formal bodies of the School and European School system in accordance with applicable system and School level documents;
  - (y) The decisions to establish, dissolve and determine the operating and governance rules of, and to delegate tasks to one or more Working Group(s), Committee(s), Task Force(s) and any other Working Structure(s) and the overseeing of this/these;
  - (z) The decisions to allocate funds for School-related activities in accordance with the Association's Financial Procedure;
  - (aa) The management, monitoring and evaluation of use of funds allocated for School-related activities; and
  - (bb) The transfer of the registered office of the Association when it does not imply a change of language of these Statutes pursuant to the legal provisions governing the use of official languages in Belgium.
- 24.3.** Each year, before the approval of the annual accounts by the Ordinary General Assembly, the Board shall report to the Ordinary General Assembly on the annual activity of the Association which includes at least information regarding (i) the use of the budget, (ii) the determination of the amount of annual membership fee, and (iii) the activities of the Association.
- 24.4.** At any time, the Board may delegate specific powers to one or more member(s) of the Board or other person(s) or body(ies), with or without sub-delegation powers to the legal extent possible.

**Article 25. Meetings**

- 25.1.** The Board shall meet every time the interests of the Association so require and at least five (5) times a year, upon convocation by the President or at the request of five (5) members of the Board, acting jointly, and at such time and place as determined in the convening notice. If the President is unable or unwilling to convene the Board, the Board shall be convened by the (oldest) Vice-President (in age) (able and willing to do so). If the President and the Vice-President(s) are unable or unwilling to convene the Board, the Board shall be convened by the Treasurer. If the President, the Vice-President(s) and the Treasurer are all unable or unwilling to convene the Board, the Board shall be convened by the Secretary.

**Article 26. Proxies**

- 26.1.** Each member of the Board shall have the right, via regular means of communication, always with copy sent to the Person(s) Entrusted with the Daily Management via similar means at the latest before the meeting of the Board, to give a proxy to another member of the Board, to be represented at a meeting of the Board. No member of the Board may hold more than two (2) proxies.

**Article 27. Convening notices. Agenda**

- 27.1.** Convening notices for the Board shall be notified to the members of the Board by the Person(s) Entrusted with the Daily Management via regular means of communication at least seven (7) calendar days before the meeting of the Board. The convening notices shall mention the date, time and place of the meeting of the Board. In addition, the convening notices shall mention whether the members of the Board can vote electronically. The agenda shall be attached to the convening notices. The agenda for the meetings of the Board shall be prepared and adopted by the President. If the President is unable or unwilling to adopt the agenda, the agenda shall be adopted by the (oldest) Vice-President (in age) (able and willing to do so). If the President and the Vice-President(s) are unable or unwilling to adopt the agenda, the agenda shall be adopted by the Treasurer. If the President, the Vice-President(s) and the Treasurer are all unable or unwilling to adopt the agenda, the agenda shall be adopted by the Secretary.
- 27.2.** By derogation to Article 27.1, in exceptional circumstance and if the urgency so requires, the convening period for the meeting of the Board may be shortened to a minimum of twenty-four (24) hours. The decision to shorten the convening period shall be taken by the President. The President shall give reasons for his/her decision.
- 27.3.** The material documents necessary for the discussion shall be sent to the members of the Board at the latest one (1) calendar day before the meeting of the Board.
- 27.4.** Each member of the Board shall have the right to propose additional item(s) to be included on the agenda of the Board, which shall be notified via regular means of communication to the President at least three (3) calendar days before the meeting. In such a case, the President shall inform the members of the Board of the additional item(s) on the agenda of

the Board via regular means of communication at least one (1) calendar day before the meeting of the Board.

- 27.5.** No vote shall be cast regarding an item that is not listed on the agenda of the Board, except if the decision to proceed with such vote obtains a majority of at least two-thirds (2/3) of the votes cast by the members of the Board present or represented at a meeting of the Board.

**Article 28. Presence quorum. Voting majority. Votes**

- 28.1. Quorum:** Unless provided otherwise in these Statutes, the Board shall be validly constituted when at least half of the members of the Board are present or represented.
- 28.2.** If at least half of the members of the Board are not present or represented at the first meeting, a second meeting of the Board may be convened pursuant to Article 27 of these Statutes, at least seven (7) calendar days after the first meeting of the Board. The second meeting of the Board shall validly deliberate irrespective of the number of members of the Board present or represented, in accordance with the decision-making process provided for under Articles 28.3 and 28.4.
- 28.3. Voting:** The priority shall be to reach decisions by consensus. If a consensus cannot be reached, or if the chairperson of the Board decides to call a vote, decisions shall be taken in accordance with the voting majority provided for under Article 28.4.
- 28.4.** Unless provided otherwise in these Statutes, decisions of the Board shall be validly adopted if they obtain at least a simple majority of the votes (i.e. it obtains the highest number of the votes) cast by the members of the Board present or represented. Each member of the Board shall have one (1) vote. Blank votes, invalid votes and abstentions shall not be counted.
- 28.5.** In the event of a tie, the President shall have the decisive vote and, in his/her absence (whether represented or not), the oldest Vice-President (in age) (able and willing to do so). If the President and the Vice-President(s) are absent (whether represented or not), the Treasurer shall have the decisive vote. If the President, the Vice-Presidents and the Treasurer are all absent (whether represented or not), the Secretary shall have the decisive vote.
- 28.5.** The votes are issued by show of hands or roll-call, unless a secret ballot is (i) decided on by the President or (ii) requested by at least one (1) member of the Board present or represented. Notwithstanding the previous sentence, any vote (i) on the election of one or more member(s) of the Executive Bureau of the Association, if any, if there are more candidates than the position(s) to be fulfilled, or (ii) on their dismissal shall be issued by secret ballot.
- 28.6. Participation and voting via electronic means:** A duly convened meeting of the Board shall be validly held even when all or some of the members of the Board are not physically present or represented, but participate in the deliberations via any electronic means of

communication that allow the members of the Board to directly hear each other and directly speak to each other, such as a telephone, video or web conference. The Person(s) Entrusted with the Daily Management shall set up the practical procedures to organise this in practice. In such a case, the members of the Board shall be deemed present.

- 28.7.** Provided that the possibility to vote via electronic means is mentioned in the convening notice, the members of the Board may vote via electronic means during a meeting of the Board. The Person(s) Entrusted with the Daily Management shall take the necessary measures to allow the members of the Board to vote electronically. The Person(s) Entrusted with the Daily Management shall set up the practical procedures to organise it in practice, and shall ensure that the system for electronic voting used allows for (i) the identification of the members of the Board who have cast their vote and (ii) the control of compliance with the prescribed time limit.

**Article 29. Register of minutes**

- 29.1.** Draft minutes shall be drawn up at each meeting of the Board by the President. Copies of the draft minutes shall be sent via regular means of communication by the Person(s) Entrusted with the Daily Management to the members of the Board. The draft minutes shall be approved by the Board at its next meeting or via written procedure. The draft minutes, if need be, and the final minutes shall be signed by the President and kept in a register of minutes. Copies of the final minutes shall be sent via regular means of communication to the members of the Board or posted online by the President. The final minutes shall be kept in a register of minutes. The register of minutes shall be kept at the registered office of the Association where all members of the Board may consult it, without, however, displacing it.

**Article 30. Written procedure**

- 30.1.** The Board may take decisions via written procedure (which means regular/registered mail or any other means of written communication, including email, application or platform on a website). In that case, the convocation formalities referred to under Article 27 of these Statutes do not have to be complied with.
- 30.2.** For this purpose, the President, shall send a notice, including the proposals for the decisions to be taken via regular means of communication, to all members of the Board, requesting the members of the Board to vote on the proposals and to send their vote(s) back via the mean of written communication chosen by the President, and within the time limit mentioned in the notice.
- 30.3.** Decisions are deemed to have been taken if (i) at least fifty percent (50%) of the members of the Board have sent their vote(s) back or submitted their vote(s) via the mean of written communication chosen by the President, within the time limit, and (ii) if the proposals for decisions have obtained at least a simple majority of the votes (i.e. it obtains the highest number of the votes) cast by the members of the Board who have sent their vote(s) back via the mean of written communication chosen by the President. Blank votes, invalid votes and

abstentions shall not be counted. In the event of a tie, the decisions are deemed not to have been taken.

- 30.4. For the purpose of the present Article, members of the Board are not allowed to grant proxies to other members of the Board.
- 30.5. The decisions taken via written procedure are deemed to come into force on the date mentioned on the notice sent to the members of the Board.
- 30.6. The decisions taken via written procedure shall be sent by the Person(s) Entrusted with the Daily Management to the members of the Board via regular means of communication.

#### **TITLE VIII. PRESIDENT, VICE-PRESIDENT(S), TREASURER, SECRETARY, DEPUTY SECRETARY AND OTHER MEMBER(S) OF THE EXECUTIVE BUREAU**

##### **Article 31. Election and function of the President, Vice-President(s), Treasurer, Secretary, Deputy Secretary and other member(s) of the Executive Bureau**

- 31.1. During the first meeting which follows the General Assembly during which the members of the Board referred under Article 23.2 (c) of these Statutes have been (re)elected, the Board shall elect, amongst the members of the Board:
  - (a) A President;
  - (b) One (1) Vice-President for each level present on any site of the School;
  - (c) A Treasurer;
  - (d) A Secretary;
  - (e) A Deputy Secretary; and
  - (f) Any other member(s) of the Executive Bureau, as deemed necessary.
- 31.2. The President, Vice-President(s), Treasurer, Secretary, Deputy Secretary, and if any, other member(s) of the Executive Bureau shall be distinct members of the Board. Their mandate shall be non-remunerated. The term of office of the President is a two (2) years term, once renewable in a row. The term of office of the Vice-President(s), the Treasurer, the Secretary, the Deputy Secretary and if any, other member(s) of the Executive Bureau is a two (2) years term, indefinitely renewable.
- 31.3. Each new President, Vice-President, Treasurer, Secretary, Deputy Secretary and if any, other member(s) of the Executive Bureau elected by the Board to replace a President, Vice-President, Treasurer, Secretary, Deputy Secretary or any other member of the Executive Bureau whose mandate has terminated before the expiry of its term, shall only be elected for the remainder of the term of the President, Vice-President, Treasurer, Secretary Deputy Secretary or member of the Executive Bureau being replaced.
- 31.4. **Termination of the mandate:** The mandate of the President, Vice-President(s), Treasurer, Secretary, Deputy Secretary and if any, another member(s) of the Executive Bureau terminates by expiry of the term of their mandate or, as of right and with immediate effect, by expiry of their mandate as member of the Board.



- 31.5.** The Board may further dismiss the President as President, the Vice-President(s) as Vice-President(s), the Treasurer as Treasurer, the Secretary as Secretary, the Deputy Secretary as Deputy Secretary and if any, other member(s) of the Executive Bureau at any time and shall give reasons for its decisions, without any compensation or cost due by the Association, and provided the concerned President, Vice-President, Treasurer, Secretary, Deputy Secretary or other member of the Executive Bureau is convened to the meeting of the Board and has received the opportunity to defend his/her position during the meeting before the vote on the dismissal. The concerned President, Vice-President, Treasurer, Secretary, Deputy Secretary or other member of the Executive Bureau shall not participate in the deliberation of the Board regarding such decision or action, and also not to the relevant voting. The Board can validly decide on the dismissal of the President, the Vice-President(s), the Treasurer, the Secretary, the Deputy Secretary or other member of the Executive Bureau only if the decision obtains a majority of at least two-thirds (2/3) of the votes cast by the members of the Board present or represented.
- 31.6.** The President, Vice-President(s), Treasurer, Secretary, Deputy Secretary and other member(s) of the Executive Bureau are also free to resign from their office at any time by submitting, via special means of communication, their resignation to the Board. In the event of the end of the mandate of the President, Vice-President(s), the Treasurer, the Secretary, the Deputy Secretary or other member of the Executive Bureau for whatever reason, except in cases of automatic termination of the mandate of the member of the Board, or of dismissal, the President, Vice-President(s), Treasurer, Secretary, Deputy Secretary, or other member(s) of the Executive Bureau as the case may be shall continue performing the duties of his/her office until the Board has provided his/her replacement within sixty (60) calendar days.
- 31.7.** In the event of termination of the mandate of the President, Vice-President(s), Treasurer, Secretary Deputy Secretary or other member of the Executive Bureau for whatever reason, the President, Vice-President(s), Treasurer, Secretary, Deputy Secretary, or other member of the Executive Bureau, as the case may be, shall have no claims for compensation against the Association or its assets.

**Article 32. Powers of the President, Vice-President(s), Treasurer, Secretary, Deputy Secretary and other member(s) of the Executive Bureau**

- 32.1.** The President shall have the powers specifically granted to him/her by these Statutes. In particular, the President shall have the following powers:
- (a) Drafting and adopting the agenda of the meetings of the Board;
  - (b) Convening the meetings of the General Assembly;
  - (c) Presiding the meetings of the General Assembly, the Board and the Executive Bureau;
  - (d) The drafting of the minutes of the meetings of the General Assembly and the Board;
  - (e) Signing the (draft) minutes of the meetings of the General Assembly and the Board;
  - (f) The acknowledgement of the resignation of a Full Member pursuant to Articles 7.2.2.1 and 7.3.2.1 of these Statutes;

- (g) Acting as a conciliator when differences of opinion occur, both within the Association and vis-à-vis third parties;
- (h) In the event of a tied vote, having the casting vote within the General Assembly and the Board;
- (i) Ensuring the public relations of the Association, particularly regarding communication with the School, system-level instances, other stakeholders and third parties; and
- (j) In accordance with Article 39 of these Statutes, representing the Association vis-à-vis third parties and with regard to all judicial and extra-judicial deeds.

**32.2.** The President may be a permanent observer at all the bodies of the Association, and shall have the right to attend all meetings of the aforementioned bodies, without voting rights in his/her capacity as permanent observer and with the right to be heard. All convening notices to all meetings of the aforementioned bodies shall simultaneously be notified to the President.

**32.3.** The Vice-President(s) shall have the powers specifically granted to him/her/them by these Statutes and by the Board. As a general rule, the Vice-President shall replace the President in his/her absence. If there are more than one (1) Vice-President, the oldest Vice-President (in age) able and willing to replace the President in his/her absence shall do so.

**32.4.** The Treasurer shall be the representative of the Association on financial matters within the bodies of the School and have the powers specifically granted to him/her by these Statutes and by the Board. As a general rule, the Treasurer shall oversee the financial affairs of the Association and report back in this respect to the Board.

**32.5.** The Secretary shall have the powers specifically granted to him/her by these Statutes and by the Board. The Secretary shall be assisted in his/her tasks by the Deputy Secretary.

**32.6.** The Deputy Secretary shall have the powers specifically granted to him/her by these Statutes and by the Board. As a general rule, the Deputy Secretary shall assist the Secretary in his/her tasks.

**32.7.** The other member(s) of the Executive Bureau, if any, shall have the powers specifically granted to him/her/them by these Statutes and by the Board at the time of his/her/their election.

## **TITLE IX. EXECUTIVE BUREAU**

### **Article 33. Composition, mandate, chairmanship, attendance**

**33.1** The Executive Bureau shall be composed as follows:

- (a) The President shall be as of right a member of the Executive Bureau;
- (b) The Vice-President(s) shall be as of right a member of the Executive Bureau;
- (c) The Treasurer shall be as of right a member of the Executive Bureau;

- (d) The Secretary shall be as of right a member of the Executive Bureau;
- (e) The Deputy Secretary shall be as of right a member of the Executive Bureau; and
- (f) If any, the other member(s) of the Executive Bureau referred under Article 31.1 (f) of these Statutes shall be as of right a member of the Executive Bureau.

**33.2** The mandate of the members of the Executive Bureau being the President, the Vice-President(s), the Treasurer, the Secretary, the Deputy Secretary and, if any, the member(s) of the Executive Bureau terminates by expiry of his/her mandate respectively as President, Vice-President(s), Treasurer, Secretary, Deputy Secretary and, if any, member(s) of the Executive Bureau referred under Article 31.1 (f) of these Statutes.

**33.3** The Executive Bureau shall be chaired by the President. If the President is unable or unwilling to chair the Executive Bureau, the Executive Bureau shall be chaired by the (oldest) Vice-President (in age) (able and willing to do so). If the President and the Vice-President(s) are unable or unwilling to chair the Executive Bureau, the Executive Bureau shall be chaired by the Treasurer. If the President, the Vice-President(s) and the Treasurer are all unable or unwilling to chair the Executive Bureau, the Executive Bureau shall be chaired by the Secretary.

**33.4** The Executive Bureau may invite one or more third party(ies) to attend without voting rights one or more meeting(s) or part(s) of meeting(s) of the Executive Bureau.

#### **Article 34. Powers, functioning and reporting**

**34.1** The Executive Bureau shall have a supporting and advisory role to the Board on specific issues. In particular, the Executive Bureau shall have the following powers:

- (a) The appointment and dismissal of one or more Person(s) Entrusted with the Daily Management;
- (b) Rendering non-binding advice to the Board, on its own initiative or upon request of the Board;
- (c) Preparing items to be decided and voted on by the Board;
- (d) Making proposals to the Board; and
- (e) Allocating limited funds for School-related activities, if in accordance with the Association's Financial Procedure approved by the Board.

**34.2** The Board shall determine amongst others the conduct of meetings and governance, convening modalities and drafting of agendas, presence quorum, voting majority and voting procedures, and drafting of minutes of the Executive Bureau in the Rules of Procedure.

**34.3** The Executive Bureau shall always act under the responsibility of the Board and shall report periodically to Board on its activities, and/or at the request of the Board.

#### **TITLE X. WORKING GROUP(S), COMMITTEE(S), TASK FORCE(S) AND ANY OTHER WORKING STRUCTURE(S)**

**Article 35. Working Group(s), Committee(s), Task Force(s) and any other Working Structure(s) – establishment, termination, powers, attendance**

- 35.1.** The Board may establish, dissolve and delegate tasks to one or more Working Group(s), Committee(s), Task Force(s) and any other Working Structure(s). The Working Group(s), Committee(s), Task Force(s) and any other Working Structure(s) shall have a supporting role to the Board on specific issues. The Board shall, *inter alia*, determine the mission, composition, powers, conduct of meetings and governance, the convocation modalities and drafting of agendas, the presence quorum, voting majority and voting procedures, and the drafting of minutes of the Working Group(s), Committee(s), Task Force(s) and any other Working Structure(s).
- 35.2.** The Working Group(s), Committee(s), Task Force(s) and any other Working Structure(s) shall not represent the Association vis-à-vis third parties, except it/they obtain(s) a prior written approval from the Board.
- 35.3.** The Working Group(s), Committee(s), Task Force(s) and any other Working Structure(s) shall always act under the responsibility of the Board and shall report periodically to Board on its/their activities, and/or at the request of the Board.
- 35.4.** The Working Group(s), Committee(s), Task Force(s) and any other Working Structure(s) may invite one or more third party(ies) to attend without voting rights one or more meeting(s) or part(s) of meeting(s) of the Working Group(s), Committee(s), Task Force(s) and any other Working Structure(s).

**TITLE XI. PERSON(S) ENTRUSTED WITH THE DAILY MANAGEMENT**

**Article 36. Appointment and function of the Person(s) Entrusted with the Daily Management**

- 36.1.** The Executive Bureau shall appoint one or more Person(s) Entrusted with the Daily Management.
- 36.2.** The Person(s) Entrusted with the Daily Management may be a:
- (a) Member(s) of the Board;
  - (b) Member(s) of the Executive Bureau;
  - (c) Member(s) of the staff of the Association; or
  - (d) Third party(ies).
- 36.3.** The Person(s) Entrusted with the Daily Management shall always act within the limits of delegated powers explicitly granted by these Statutes or the rules of procedure. His/her/their term office is a two (2) years term, indefinitely renewable. Their mandates shall be non-remunerated.

- 36.4. Termination of the mandate:** The mandate of the Person(s) Entrusted with the Daily Management terminates by expiry of the term of their mandate or as of right and with immediate effect (i) by death or incapacity, (ii) by expiry of their respective mandate as member of the Board, President, Vice-President(s), Treasurer, Secretary, Deputy Secretary or member of the Executive Bureau as referred in Article 31.1 (f) of these Statutes.
- 36.5.** Unless otherwise agreed, the Executive Bureau may end the mandate of the Person(s) Entrusted with the Daily Management at any time and, if required, with immediate effect. The Executive Bureau shall give reasons for its decision.
- 36.6.** The Person(s) Entrusted with the Daily Management is/are free to resign from his/her/their office at any time by submitting, via special means of communication, his/her resignation to the President without prejudice to the mandatory labour law provisions and services agreement provisions, if applicable. In case of termination of the mandate of the Person(s) Entrusted with the Daily Management for whatever reason, except the cases of automatic termination of the mandate of the Person(s) Entrusted with the Daily Management or dismissal, the Person(s) Entrusted with the Daily Management shall continue performing the duties of his/her/their office until the Executive Bureau has provided in his/her/their replacement within ninety (90) calendar days, without prejudice to the mandatory labour law provisions and services agreement provisions, if applicable.
- 36.7.** In the event of the end of the mandate of the Person(s) Entrusted with the Daily Management for whatever reason, the Person(s) Entrusted with the Daily Management shall have no claims for compensation against the Association or its assets, without prejudice to the mandatory labour law provisions and services agreement provisions, if applicable.
- 36.8.** The Person(s) Entrusted with the Daily Management shall be a permanent observer at all the bodies of the Association, and shall have the right to attend all meetings of the aforementioned bodies, without voting rights and with the right to be heard. All convening notices to all meetings of the aforementioned bodies shall simultaneously be notified to the Person(s) Entrusted with the Daily Management.
- 36.9.** Notwithstanding Article 36.8, the President may decide that the Person(s) Entrusted with the Daily Management cannot attend one or more meeting(s) or part(s) of a meeting(s) of the Board or Executive Bureau.

**Article 37. Powers of the Person(s) Entrusted with the Daily Management**

- 37.1.** The Person(s) Entrusted with the Daily Management shall have the powers specifically granted to him/her/them by these Statutes. In particular, each Person Entrusted with the Daily Management shall have the following powers, each acting alone:
- (a) The daily management of the Association, within the approved budget;

- (b) The organisation of the meetings of the General Assembly;
- (c) The organisation of the meetings of the Board;
- (d) The delegation of tasks to the office of the Association and the overseeing of these;
- (e) Executing the decisions of the Board;
- (f) Sending the convening notices for the General Assembly and the Board;
- (g) The monitoring of the financial affairs and the implementation of the internal control policies of the Association, under the supervision of the Treasurer;
- (h) Coordination of human resources and the activities of the employees of the office of the Association; and
- (i) Ensure the public relations of the Association, particularly regarding communication with third parties.

**37.2.** The Person(s) Entrusted with the Daily Management shall always act under the responsibility of the Executive Bureau and within the approved budget. The Person(s) Entrusted with the Daily Management shall report periodically to Executive Bureau on His/her/their activities, and/or at the request of the Executive Bureau.

## **TITLE XII. LIABILITY**

### **Article 38. Liability**

**38.1.** The members of the Board, the President, the Vice-President(s), the Treasurer, the Secretary, the Deputy Secretary, the other member(s) of the Executive Bureau referred in Article 31.1 (f) of these Statutes, if any, the members of the Executive Bureau and the Person(s) Entrusted with the Daily Management, if any, are not personally liable for the commitments of the Association. Their liability shall be limited to the execution of their assigned tasks and the faults committed in the (non-) performance of their duties and tasks.

**38.2.** The Members, in their capacity as Members, shall not be held liable for the commitments taken on by the Association.

## **TITLE XIII. EXTERNAL REPRESENTATION OF THE ASSOCIATION**

### **Article 39. External representation of the Association**

**39.1.** The Association shall be validly represented vis-à-vis third parties and with regard to all judicial and extra-judicial deeds by the President acting alone, or by two (2) members of the Executive Bureau, acting jointly.

**39.2.** Within the framework of daily management, the Association shall also be validly represented vis-à-vis third parties and with regard to all judicial and extra-judicial deeds by the Person(s) Entrusted with the Daily Management, each acting alone.

**39.3.** None of the aforementioned persons must justify his/her powers vis-à-vis third parties.

**39.4.** In addition, the Association shall also be validly represented vis-à-vis third parties, within the framework of their mandates, by one or more proxy-holder(s) duly mandated by the

Board, the President acting alone, or two (2) members of the Executive Bureau, acting jointly, or, within the framework of daily management, by the Person(s) Entrusted with the Daily Management, each acting alone.

#### **TITLE XIV. RULES OF PROCEDURE AND PROCEDURES**

##### **Article 40. Rules of procedure and procedures**

- 40.1.** To detail and complete the provisions of these Statutes, the Board may adopt, amend and/or revoke rules of procedure.
- 40.2.** On the date of the last amendments to these Statutes, no Rules of Procedure have been adopted.
- 40.3.** The Board is further entitled to adopt Board internal procedures and policies and any other kind of statement that falls within the scope of its powers.

#### **TITLE XV. FINANCIAL YEAR. ANNUAL ACCOUNTS. BUDGET. AUDITING OF THE ANNUAL ACCOUNTS**

##### **Article 41. Financial year**

- 41.1** The financial year of the Association shall run from 1 September to 31 August.

##### **Article 42. Annual Accounts. Budget**

- 42.1.** Each year, the Board shall establish the draft annual accounts of the past financial year, as well as the draft budget for the next financial year. The currency of the Association for the annual accounts and all other official accounting, tax and legal documents shall be the euro.
- 42.2.** Each year, within the period of time of six (6) months which follows the end of the financial year, the Board shall submit the draft annual accounts and the draft budget to the Ordinary General Assembly for approval.
- 42.3.** The draft annual accounts and the draft budget shall be circulated among all Members at least fourteen (14) calendar days before the Ordinary General Assembly.

##### **Article 43. Auditing of the annual accounts**

- 43.1.** If the law so requires, the General Assembly shall appoint a statutory auditor, chosen among the members of the Belgian “*Institut des Réviseurs d’Entreprise / Instituut der Bedrijfsrevisoren*”, for a three (3) years term.
- 43.2.** If the Association is not required by law to appoint a statutory auditor, the General Assembly may still appoint a statutory auditor to audit the annual accounts.

- 43.3.** The statutory auditor or the external auditor, as the case may be, shall draw up an annual report on the annual accounts of the Association. This report shall be submitted to the Ordinary General Assembly before the approval of the annual accounts.

## **TITLE XVI. AMENDMENTS TO THESE STATUTES**

### **Article 44. Amendments to these Statutes**

- 44.1.** The General Assembly can validly decide on amendments to these Statutes only if (i) the amendment to these Statutes is proposed by (aa) the Board or (bb) one fifth (1/5) of the Full Members or (cc) one tenth (1/10) of the Associate Members, (ii) at least two-thirds (2/3) of the Full Members are present or represented and (iii) the decisions to amend obtain a majority of at least two-thirds (2/3) of the votes cast by the Full Members present or represented. Blank votes, invalid votes and abstentions shall not be counted.
- 44.2.** If at least two-thirds (2/3) of the Full Members are not present or represented at the first meeting, a second meeting of the General Assembly may be convened pursuant to Article 19 of these Statutes, at least fourteen (14) calendar days after the first meeting of the General Assembly. The second meeting of the General Assembly shall deliberate validly, irrespective of the number of Full Members present or represented, in accordance with the voting majority provided for under the Article 44.1, and decide on the amendments. However, the General Assembly shall always be composed of at least two (2) natural persons physically present.
- 44.3.** By derogation to Article 44.1, the Board can also validly decide on amendments to Article 40.2 of these Statutes.
- 44.4.** The main terms of any proposal to amend these Statutes shall be explicitly mentioned in the agenda or a separate document both included in or attached to the convening notice addressed to the Members.
- 44.5.** The date on which the amendments to these Statutes shall enter into force shall be determined in the rules of procedure, if any, or by the decision of the General Assembly on the amendments to these Statutes.
- 44.6.** Any decision by the General Assembly regarding the amendments of these Statutes is subject to the additional requirements imposed by the applicable law. In particular, when the law so requires, the amendments to these Statutes must be acknowledged by a Royal Decree or recorded in a notarial deed.

## **TITLE XVII. DISSOLUTION. LIQUIDATION**

### **Article 45. Dissolution. Liquidation**

- 45.1.** The General Assembly can validly decide on the dissolution of the Association only if (i) the dissolution of the Association is proposed by (aa) the Board or (bb) one fifth (1/5) of the Full Members or (cc) one tenth (1/10) of the Associate Members, (ii) at least two-thirds (2/3) of



the Full Members are present or represented and (iii) the decisions obtain a majority of at least two-thirds (2/3) of the votes cast by the Full Members present or represented. Blank votes, invalid votes and abstentions shall not be counted.

- 45.2.** If at least two-thirds (2/3) of the Full Members are not present or represented at the first meeting, a second meeting of the General Assembly may be convened pursuant to Article 19 of these Statutes, at least fourteen (14) calendar days after the first meeting of the General Assembly. The second meeting of the General Assembly shall deliberate validly, irrespective of the number of Full Members present or represented, in accordance with the voting majority provided for under Article 45.1, and decide on the dissolution. However, the General Assembly shall always be composed of at least two (2) natural persons physically present.
- 45.3.** Any proposition to dissolve the Association shall be explicitly mentioned in the agenda included in or attached to the convening notice addressed to the Members.
- 45.4.** Except in the event of dissolution and liquidation of the Association in a single notarial deed, the General Assembly shall decide on the appointment of one or more liquidator(s), the decision-making process of the liquidators if several liquidators are appointed, and the scope of his/her/its/their powers. Failing the appointment of one or more liquidator(s), all members of the Board shall be deemed to be jointly in charge of the Association's liquidation.
- 45.5.** The General Assembly shall also decide on the allocation of the liquidation balance of the Association, taking into account however that the liquidation balance of the Association may only be allocated to a disinterested purpose similar or identical to the one of the Association as provided for under Article 3 of these Statutes.

## **TITLE XVIII. MISCELLANEOUS**

### **Article 46. Notifications (language, format)**

- 46.1. Language:** Subject to the legal provisions that govern the use of official languages in Belgium, any notice or other communication under or in connection with these Statutes shall be written in French or English. By derogation to the previous sentence, if a communication notice only concerns one (1) specific Language Section, the communication notice may be made in the language of the Language Section.
- 46.2. Format:** Moreover, regarding the sending of any notice or communication under or in connection with these Statutes, the terms below shall be defined as follows:
- "Regular means of communication" means regular mail or any other means of written communication (including email); and
  - "Special means of communication" means registered mail or any other means of written communication (including email), with acknowledgment of receipt.

### **Article 47. Computation of time**

**47.1** For the computation of time limits provided for in these Statutes, the terms below shall be defined as follows:

- “Month(s)” mean(s) (a) calendar month(s); and
- “Calendar day(s)” mean(s) that when calculating a notification period of time, this period of time excludes the calendar day when the notice is given or deemed to be given and the calendar day for which it is given or on which it is to take effect.

**Article 48. Voting - Abstentions**

**48.1.** For the determination of the voting majorities provided for in these Statutes, “abstentions shall not be counted” means that (i) the person who abstained shall not be taken into account in the number of persons present or represented on the basis of which the voting majority shall be calculated and (ii) the abstention shall neither be considered as a vote “in favour” nor a vote “against” the proposed decision.

**Article 49. Protection of personal data**

**49.1** The Association shall respect the principles of data privacy and shall process personal data in accordance with Regulation (EU) 2016/679, the General Data Protection Regulation (GDPR). Information handled and shared by the Association may contain personal data, in particular with reference to core activities of the Association, including, but not limited to providing information and communicating to its Members via various channels and tools based on contact lists compiled in order to reach out to the appropriate target groups of the members of the Board, Full Members Class Representatives, the Members of the Association and APEEE Services, the school administration or other specific audience. While implementing communication, organisational, event and working group management activities, in addition to names and contact details, other categories of personal data, such as descriptions, assessments, circumstantial elements, standpoints and opinions, including sensitive information may be processed, where needed, pursuant to Article 9 of GDPR on special categories of data.

**49.2** The members of the Board, Full Members Class Representatives or other individuals receiving information about any incident in relation to processing personal data in the context of the activities of the Association must notify the Board and the Data Protection Officer to assess the risks of the potential personal data breach that may affect the confidentiality, integrity, or availability of personal data, including an accidental or unauthorised disclosure.

**49.3** Data minimisation, accuracy, purpose and storage limitation, lawfulness, fairness and transparency, as well as integrity and confidentiality are key principles for the Association when handling personal data within its activities.

**Article 50. Miscellaneous**

**50.1** Anything that is not provided for in these Statutes or the rules of procedure, if any, shall be governed by the provisions of Book 10 and any other provisions applicable to international non-profit associations of the companies and associations Code of March 23, 2019. In the event there is a conflict between these Statutes and the rules of procedure, if any, internal

procedures and policies, or any other kind of rules of the Association, these Statutes shall prevail.

- 50.2** Membership of the Association does not imply or represent any endorsement by the Association of a Member or of an activity undertaken by a Member. Members shall not use the Association's name and logo(s) in any manner unless they received a prior and written authorisation from the Board to do so. Members shall have no claim against the Association's assets.
- 50.3** For the execution of their duties, the members of the Board may elect domicile at the registered office of the Association.
- 50.4** The business of the Association shall be conducted in French or English, without prejudice to applicable legal obligations. These Statutes are written in French and English, but only the French version shall constitute the official text.

***[Remark to the attention of EY Law: The name change shall be the first resolution to be included in the notarial deed]***

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