ARTICLES OF ASSOCIATION OF
“EIT URBAN MOBILITY ASSOCIATION”
European Institute of Innovation & Technology (EIT)
Knowledge Innovation Community (KIC)

Title I – Generalities

Chapter I – General Provisions

Article 1.- Definitions

Civil Code of Catalonia, to which these Articles of Association relate.
2. Articles of Association ("AoA"): the regulations governing the Association
adopted by the Members.
3. Board for Ethical, Privacy and Social Implications (see Article 13 of the AoA):
will be established by the Management Team and has an advisory function for
the Management Team.
4. Business Plan ("BP"): The Association’s value proposition and business
strategy including the financial plan, giving a multi-year view of the
investments and returns based on Key Performance Indicators. The Business
Plan will be updated for each Financial Year with the annual work plan with
respect to the KIC Activities for the upcoming Financial Year.
5. CEO: The Chief Executive Officer of the Association, as described in Article 11
of the AoA;
6. Chairperson of the Supervisory Board: the person elected Chairperson of the
Supervisory Board in accordance with Article 10.5.;
7. Compliance, Audit and Legal Board (see Article 14 of the AoA): shall advice on
any KIC compliance issues, as well as citizen/ consumer protection matters.
8. Control: control of any entity shall exist through the direct or indirect:

   (i) ownership of more than fifty percent (50%) of the voting rights attached
to the total number of capital shares or other securities with voting rights
issued by the company, according to Article 42.1 of the Spanish
Commercial Code, or
the right, by any other means, to appoint or dismiss the majority of the board members or directors of the entity (or persons performing similar functions); Common Control through government does not, in itself, create Affiliated Entity status.

9. Core Partner Tier 1: any legal entity meeting the criteria as set forth in Article 7 of the AoA.

10. Core Partner Tier 2: any legal entity meeting the criteria as set forth in Article 7 of the AoA.


13. EIT Urban Mobility Strategic Agenda ("EIT Urban Mobility Strategic Agenda"): the document as established by the Association in accordance with Article 5.1. (vii). of the AoA. It defines the aims of the Association in the fields of education, research and development and innovation for a period of 3 to 10 years and provides a roadmap for the implementation of such aims.

14. Framework Partnership Agreement ("FPA"): the agreement between the Association and the EIT as referred to in Article 6.3 of the EIT Regulation and Article 4 of the AoA, setting out the long term contractual relationship between the EIT and the Association. The Core Partners accede to the FPA through the Accession Form.

15. General Assembly: is the highest decision-making body and takes material decisions as defined in Article 9 AoA.

16. Group: a group of Companies that is under common Control of an enterprise, including the enterprise that is directly or indirectly exercising the common Control.

17. High Partnership Fee: means the level of Partnership Fee for the Core Partners Tier 1, as provided for under Article 7.11 of these AoA;
18. KIC or Knowledge Innovation Community: an autonomous collaborative partnership of higher education institutions, research organizations, companies and other stakeholders in the innovation process in the form of a strategic network based on mid- to long term innovation planning to achieve the EIT challenges;

19. KIC Activity: an activity that is labelled as such by the Management Team in accordance with the AoA. KIC Activities must fall within the following categories as described in Article 6 of the EIT Regulation:

(a) innovation activities and investments with European added value, fully integrating the higher education and research dimensions to attain a critical mass and stimulating the dissemination and exploitation of results;
(b) cutting-edge and innovation-driven research in areas of key economic and societal interest and drawing on the results of European and national research, with the potential to strengthen Europe’s competitiveness at international level;
(c) education and training activities at masters and doctoral level, in disciplines with the potential to meet future European socio-economic needs and which promote the development of innovation-related skills, the improvement of managerial and entrepreneurial skills and the mobility of researchers and students;
(d) the dissemination of best practices in the innovation sector with a focus on the development of cooperation between higher education, research and business, including the service and financial sectors.

20. KIC Added Value Activities: KIC Activities funded in whole or in part by EIT under the framework of the FPA and applicable SGA of the Association and or its Members, or by them in cooperation with other entities.

21. Co-location Center (“CLC”): organisation that complies with the criteria as referred to in Article 6 of the AoA.

22. Management Team: directs the day-to-day business and operations of EIT Urban Mobility (see Article 10 of the AoA).

23. Medium Partnership Fee: means the level of Partnership Fee for the Core Partners Tier 2, as provided for under Article 7.11 of these AoA;
24. **Member**: a legal entity that is member of the Association as Core Partner Tier 1 or Core Partner Tier 2;

25. **Membership Contribution**: the financial contribution by the Members to the Association, as described in Article 7.11 of the AoA;

26. **Nomination and Remuneration Committee**: means the body described in Article 10.7. of the AoA.

27. **Specific Grant Agreements (“SGA”)**: an agreement between the Association and the EIT, concluded for the implementation of the FPA, of the EIT has decided to award a specific grant;

28. **Urban Mobility**: means collective use of urban spaces, while ensuring accessible, convenient, safe, efficient, sustainable and affordable multimodal mobility.

**Article 2.- Association name, registered office, scope of action and term**

2.1 The Association is incorporated under the name of “EIT URBAN MOBILITY ASSOCIATION” (“Association” or “EIT URBAN MOBILITY”), is regulated by the provisions of Law 4/2008 of April 24, third book of the Civil Code of Catalonia; as well as by the provisions contained in this Articles of Association; with full legal entity, full capacity to act and as a non-profit association.

2.2 The Association will conclude its activities mostly in the Autonomous Community of Catalonia. Nevertheless, the Association may also carry out its activities in other areas of Spain or other countries of the European Union and Associated Countries to the European framework programs.

2.3 The registered office of the Association is located at [**]. The registered office of the Association can be modified by agreement of the General Assembly at the proposal of the Supervisory Board.

2.4 The Association is incorporated for an indefinite duration.
Article 3.- Legal Personality

3.1 The Association has own legal personality, with full capacity for the acquisition, holding and disposition of all sort of goods, as well as to undertake obligations and to exercise actions of any nature, being subject only to the limitations established by law.

Chapter II – Purpose and activities of the Association

Article 4.- Purpose of the Association

4.1 The purpose of the Association is to conceptualize, enable and activate Urban Mobility solutions through its extended “Knowledge Triangle” of education, research, business and public authorities to transform cities into liveable urban spaces for people and goods. Furthermore, the Association promotes internationalization and the concept of international understanding in aforesaid fields. The Association promotes the introduction and integration of the “Knowledge Triangle” by establishing and developing the Knowledge Innovation Community EIT Urban Mobility (“KIC EIT URBAN MOBILITY”).

4.2 In line with its purpose, the Association shall coordinate, organize, and manage the “KIC EIT URBAN MOBILITY”. The Association embodies the Organisation of that Innovation Community at the European level. The Association will enter as KIC Legal Entity (“KIC LE”) into a Framework Partnership Agreement (“FPA”) and Specific Grant Agreements (“SGA”) with the European Institute of Innovation & Technology (“EIT”).

Article 5.- Activities of the Association

5.1 In pursuit of the above-mentioned purpose, the Association, mostly in Catalonia but also in other territorial areas abroad, may carry out the following activities:

(i) obtain and use the funding to be received from the EIT for the own coordination activities of the Association and administer, monitor and control the use of the funding to be received from the EIT and its further distribution to Members and third parties. This applies in particular to activities of the Association or its Members funded in whole or in part by EIT under the framework of the FPA and the Special Agreements underlying the use of the funding, or in cooperation with other entities (“KIC Added Value Activities”). The use of the funding must always
be in accordance with:

- the FPA to be entered into with the EIT, and
- the SGA to be entered into with the EIT that underlies the use of the funding.

(ii) obtain and use financial contributions or donations for the operation and the organisation of KIC EIT URBAN MOBILITY that might be received by the Association from sources other than the EIT in accordance with the terms and conditions applicable to that;

(iii) as appropriate, establish a policy in line with the interests of its Members governing intellectual property rights within the framework of the rules and regulations of the EIT;

(iv) promote the exchange of information among the Members within the purpose of the Association, to the extent legally permitted;

(v) organize the establishment and the operation of Co-location centers ("CLC" or "CLCs");

(vi) represent the interests of its Members towards the EIT, other public law bodies and public authorities and other stakeholders, without the authority to legally bind its Members;

(vii) implement the FPA with the EIT, in particular establish a multiannual strategic plan defining the targets of the KIC EIT URBAN MOBILITY and providing a roadmap for the implementation of such target ("EIT Urban Mobility Strategic Agenda") and establish the annual and multiannual, where appropriate, Business Plan for the KIC;

(viii) sharing information of common interest among the Members for the purpose mentioned as far as legally permitted.

5.2 The Association may also carry out business activities whose purpose is related to the purposes of the Association, or is complementary or accessory to them, either directly or via a holding of shares in companies (totally or partially). In the event that profits or economic surplus derived from the exercise of these activities are obtained, they must be exclusively destined to fulfil their purposes, or to increase the patrimonial endowment or reserves, without
corresponding in any case their distribution among the Members.

**Article 6.- Regional Network**

6.1 CLCs will be incorporated as separate legal entities controlled by the Association.

6.2 The objective of the CLCs is to create a vibrant innovation eco-system, ensuring effective knowledge and activity management as well as a prominent visibility at regional level. The CLCs will coordinate local and regional activities of KIC EIT URBAN MOBILITY and will coordinate the network with the Core Partners and other parties involved in the project in their CLC region.

6.3 In order to promote the purpose and activities of the Association, the following CLC’s will be incorporated, which countries will be allocated by the Supervisory Board:

(a) CLC North.
(b) CLC Central.
(c) CLC West.
(d) CLC East.
(e) CLC South.

6.4 Additional CLCs may be created by resolution of the General Assembly. The incorporation and liquidation of any CLC, or company, may be decided by the General Assembly. In its decision on the incorporation or liquidation of CLCs or other companies, the General Assembly is bound to transparent and non-discriminatory criteria.

**Title II – Membership**

**Chapter I – General Provisions**

**Article 7.- Members**

7.1 **Legal Nature**

Membership in the Association is open to and limited to entities with legal personality. Only one legal entity of a Group will be entitled to be a Member of the Association.
7.2 **Membership criterium:**

The Members, also called Core Partners of the Association, are the legal entities accepted by the Supervisory Board who are meeting the membership criterium as set forth below, always provided that they have duly signed the Accession Form as soon as it becomes available and for as long as they remain bound by it.

As a condition of membership, Members must comply with the following Core Partnership/Membership criterium:

- be industrial and/or service companies or cities or higher education or research institutions;

- be incorporated in a member state of the European Union or an Associated Country to the European Union framework programme for research and innovation at the date of first becoming a Core Partner, or the United Kingdom;

- be directly or indirectly active in or for the Urban Mobility sector, supporting the aim of the KIC EIT URBAN MOBILITY;

- act in the CLC, to which they are connected, as institutions of innovation and excellence in fields impacting the urban mobility value chain;

- having proved the ability to adhere to the overall objectives of the KIC EIT URBAN MOBILITY;

- Complementarity and excellence: prospective new Members shall further complement the existing competences within KIC EIT URBAN MOBILITY along the value chain and/or bring in specific new emerging technology competences.

The Members of the Association are:

- The Applicants who have established this Association and have appeared as such in the deed of constitution of the Association (founder Member);
- The Applicants who have declared within two months after the date of establishment of the Association in writing to the Management Team to accept membership of the Association, such Applicants not having to go through the application for admission procedure pursuant to Article 7.6 of these AoA;

- Other legal entities, complying with the criteria set out in Article 7.2 of these Statutes, that have submitted a written request to the Management Team in accordance with Article 7.6 of these AoA and who have been accepted as such in accordance with these AoA.

7.3 The different category of Members of the Association are:

(a) Core Partners Tier 1. Members who opt to pay the High Partnership Fee to be established by the General Assembly according to Article 7.11 of these AoA, who will hold [] voting rights according to Article 9.1. of these AoA.

(b) Core Partners Tier 2. Members who opt to pay the Medium Partnership Fee to be established by the General Assembly according to Article 7.11 of these AoA, who will hold [] voting rights according to Article 9.1. of these AoA.

7.4 The rights and duties of Members shall be governed by these AoA.

7.5 Apart from membership, the Association may cooperate with other entities, who will not be considered as Members.

7.6 Application for admission

The application for admission to the Association ("Admission Application") should be addressed in writing to the Management Team, which shall immediately forward the application to the Supervisory Board. With the Admission Application, the applicant adheres to these Articles of Association and any further rules of the Association in case of acceptance.
Only one company out of its Group of companies shall be entitled to apply for admission to membership. In such case, the applicant should duly identify in its application its condition as company of the Group of Companies of a Member. For these purposes, group of companies will be understood as settled in article 42.1. of the Spanish Commercial Code.

The application for admission to the Association as member of the Association must be addressed in writing to the relevant CLC Director of the region where the applicant has its registered office. The application shall indicate the category of membership applied for (Core Partner Tier 1 or Core Partner Tier 2);

The CLC Director shall forward all applications to the Management Team, with a recommendation and justification for acceptance or rejection of the application. Where foreseen by the statutes of the CLC legal entity, the CLC Director seeks a decision from the governing body from the CLC legal entity.

The Management Team shall then check compliance with the requirements for becoming a Member of the Association in the category indicated by the applicant.

If the application is compliant, the Management Team shall forward the application to the Supervisory Board accompanied by a recommendation and justification for acceptance or rejection of the application. In the case of a recommendation for acceptance, an envisaged timeline will be included in order to minimise the time between application and membership. By applying for admission, the applicant adheres to the AoA and any further rules and policies of the Association in case of acceptance.

The Supervisory Board shall decide on all applications for admission as member of the Association taking into account the criteria set out in Article 4.2 of these Statutes. In addition, when deciding upon such application, the Supervisory Board shall apply the principles of transparency and non-discrimination, and shall in any case provide written justification for its decision.
In deciding upon the applications, the Supervisory Board shall consider: (1) the recommendations regarding the applicants made by the CLC to which the applicant shall be connected and (2) the recommendation of the Management Team.

7.7 Rejection and appeal

The Supervisory Board shall submit to the General Assembly the list of rejected and admitted applicants, after the process of application.

The Supervisory Board’s rejection of an application for membership as a Member shall set forth the principal reasons underlying the decision, which reasons shall be based on the criteria for membership in Article 7.2 of these Statutes. The applicant concerned shall have the right to appeal against that decision of the Supervisory Board with the General Assembly. The General Assembly shall decide about this appeal at the first ordinary or extraordinary General Assembly.

7.8 Accession Form

Upon its acceptance as Member, the new Member shall enter into the FPA via the Accession Form, upon availability.

7.9 Rights of the Members

Subject to the proper and timely fulfilment of their financial obligations towards the Association, Members shall have the rights attributed to them by these AoA and the decisions taken by the bodies of the Association in accordance with these AoA.

Each Member shall have the right to:

- Attend, speak and vote at the meetings of the General Assembly.
- To elect the members of the Supervisory Board according to the AoA.
- Be involved in KIC Activities.
- Contribute to the Business Plan.
- Obtain general information from the Association, especially from the General Assembly and the Supervisory Board.
- Obtain general information from the IHUB to which they are connected in accordance with Article 4.8.1.1 hereunder.
- Use the KIC EIT URBAN MOBILITY brand.
- Submit proposals for KAVA.
- To challenge the resolutions of the General Assembly and propose the initiation of judicial liability actions to the Supervisory Board.

7.10 **Obligations of the Members**

Each Member shall:

- Comply with the applicable law, the AoA and the decisions taken by the bodies of the Association and to get involved in the achievement of its goals.

- Implement the decisions taken by the bodies of the Association in accordance with these AoA and provide proper reports to the Association in order to enable the Association to fulfil its obligations towards EIT.

- Pay the Partnership Fee for Members and other contributions set forth in the AoA as determined by the General Assembly.

- Respect and enforce the decisions of the General Assembly and the Supervisory Board.

7.11 **Partnership Fee**

In order to pursue the purpose of the Association and to carry out the activities of the Association, the Members, are required to pay specific Partnership Fees. The General Assembly, upon proposal of the Supervisory Board, may determine applicable Partnership Fees to be paid.

The amount of the Partnership Fees is decided annually by the General Assembly latest in the month of November of the year preceding the payment. With regard to the Members, different levels of Core Partnership Fees are established, being the High Partnership Fee for Core Partners Tier 1, and the Medium Partnership Fee for Core Partners Tier 2. Each Member may decide at its discretion whether it will pay the High Partnership Fee or the Medium Partnership Fee for a given financial year. The Association may establish an entrance fee to be paid when becoming member of the Association according to Article 7.6. of the AoA.
7.12 **Termination of membership**

Membership can be terminated by withdrawal or by exclusion of the Core Partner.

7.12.1. **Withdrawal**

Any Core Partner may terminate its membership of the Association at the end of each Financial Year by giving notice of its withdrawal through registered letter to the Chairperson of the Supervisory Board at least one year in advance, without having to state or justify the reasons for its withdrawal. During this notice period, the membership and the obligations that follow therefrom remain in full force and effect.

Any Core Partner may terminate its membership of the Association with immediate effect within six (6) months after receipt of the written communication of a decision of the Association’s bodies by which its rights are significantly reduced or by which its obligations are materially increased by giving notice through registered letter to the Chairperson of the Supervisory Board stating and justifying the reason of such termination. The decision in relation to which the termination notice has been given, shall in such case not apply to this withdrawing Core Partner.

In the event a Core Partner that withdrawn of the membership would be interested in processing the application and re-entry as Core Partner, notwithstanding what is foreseen in clause 7.6. of the AoA, such Core Partner application shall not be processed until two (2) years after the withdrawal have elapsed. Only after the elapse of two (2) years after the withdrawal, such withdrawn Core Partner Application shall be processed according to clause 7.6. of the AoA.

Core Partners shall have the right to recover the initial contribution if those were expressly accounted as recoverable.
7.12.2.  Exclusion

The membership of any Core Partner can be terminated by the Association on the following grounds:

- For repeated breaches of the AoA, or a resolution of the General Assembly or the Supervisory Board despite a written reminder by the Management Team.

- For acting in a manner injurious to the reputation of the Association or against its interests or the interest of its Members.

- For non-payment of the financial contribution after an official reminder has remained unremedied for more than sixty (60) calendar days (this only applies to Core Partners Tier 1 and Core Partners Tier 2).

- For not meeting the membership criteria any more.

- For any other reason deemed justified by the General Assembly.

The Association can terminate the membership of any Member, subject to the following:

In the event of a default based on the grounds provided above, which is irremediable or which is not remedied within one (1) month of the date of receipt of a written notice from the Chairperson of the Supervisory Board, acting on the basis of a decision taken by the Supervisory Board, such notice requiring that the default be remedied, the Supervisory Board may decide to terminate the membership of the defaulting Member, including the date of such termination.

The defaulting Members shall have the right to appeal against the decision of termination of the Supervisory Board with the General Assembly within a period of thirty (30) days from the date of the written confirmation of the decision of termination by the Supervisory Board. In such case, exclusion shall not occur until the General Assembly has confirmed the decision to exclude the Member. The defaulting Member
concerned will have no voting right relating to its exclusion. The decision of the General Assembly shall state the principal underlying reasons and shall be communicated by the Chairperson of the Supervisory Board to the defaulting Member.

The membership of any Member that judicially has been declared insolvent or bankrupt, or in the event of a voluntary dissolution, liquidation or winding up, can be terminated with a written notice from the Chairperson of the Supervisory Board, acting on the basis of a decision taken by the Supervisory Board. Such notice of termination shall have immediate effect.

For the avoidance of doubt, the membership of any Member that does not remain bound by the Accession Form, shall be terminated with immediate effect as of the date that such Member does not meet said criterion by written notice of the Chairperson of the Supervisory Board to that Member.

**Title III – Governing bodies of the Association**

**Chapter I – Governing bodies of the Association**

**Article 8.- Governing bodies of the Association**

8.1 The governing bodies of the Association are:
(a) The General Assembly
(b) The Supervisory Board
(c) The Management Team

8.2 The Association may establish an IP Board, a Compliance, Legal and Audit Board, Ethic and Societal Board as advisory bodies. The Association may establish further working groups, bodies and committees. Details pertaining to such further groups, bodies and committees are set out in these AoA.
Article 9.- General Assembly

9.1 Composition and operating regime

The General Assembly shall be held at least once a year at the location of the registered office of the Association or in another City in the European Union. The Supervisory Board shall decide on the venue for the General Assembly.

The General Assembly shall be composed of the Core Partners Tier 1 and Core Partners Tier 2 who will be entitled to exercising their voting rights, as established below:

Each Core Partner Tier 1 will have [5\*] voting rights.

Each Core Partner Tier 2 will have [3\*] voting rights.

The General Assembly shall be chaired by the Chairperson of the Supervisory Board, who will determine, in particular, the order of items for decision and the details of voting and speaking. Should the Chairperson of the Supervisory Board be unable to attend, the Deputy Chairperson of the Supervisory Board shall chair the meeting. Should the Deputy Chairperson also be unable to attend, the General Assembly shall elect a Chairperson of the meeting from among its own participants. The Chairperson of the meeting shall appoint a Secretary.

By ruling of the Chairperson of the meeting, non-Members may be allowed to attend the General Assembly as guests.

Besides the Chairperson of the Supervisory Board, the members of the Management Team and of the Supervisory Board could attend the General Assemblies. They are under no obligation to attend unless the Supervisory Board decides otherwise. Members of the Management Team and Supervisory Board may also participate in the General Assembly through audiovisual transmission by ruling of the Chairperson of the Supervisory Board.
9.2 Calling

The Chairperson of the Supervisory Board (if unable to do so, its deputy), or the liquidators must call the General Assembly meetings. The Chairperson of the Supervisory Board will call a General Assembly meeting when the Supervisory Board considers it necessary or beneficial for the Association or when requested by law.

The Chairperson of the Supervisory Board will also call a General Assembly meeting when requested by the Members representing at least ten percent (10%) of the Members of the Association.

Except when obligatory due to other requirements, General Assembly meetings will be called by individual written announcements sent by certified mail with acknowledgement of receipt, telegram with acknowledgement of receipt, burofax with acknowledgement of receipt, or any other written or telematic way, as long as there is confirmation of the Members’ receipt of the announcement, to the addresses specified for that purpose or to their addresses stated in the Association documents.

The announcement calling the General Assembly meeting must state: (i) the Association’s name, and the date and time of the meeting, (ii) the agenda, setting out the business to be dealt with, (iii) the title of the person sending the announcement and (iv) any documentation required by these Articles of Association, any other applicable rules or any information necessary for the General Assembly to make an informed decision on such matters. If the call for the General Assembly meeting does not specify the place where the meeting is to be held, it will be understood to be held at the Association’s registered office.

The call for a General Assembly meeting must be given at least fifteen (15) days before the date of the meeting, unless a mandatory longer term applies.
Any Member may request that further matters be subsequently added to the agenda, at the latest ten (10) days before the day of the meeting, and send them by certified mail with acknowledgement of receipt, telegram with acknowledgement of receipt, burofax with acknowledgement of receipt, or any other written or telematic way, as long as there is confirmation of receipt. An updated agenda shall be sent to the Members within two (2) days after receipt, at the latest five (5) days before the meeting. No resolution may be adopted on matters that were not announced in the agenda.

A universal General Assembly can be constituted to deal with any business with no need for advance notice, as long as all the Members of the Association attend or are represented and those that attend unanimously agree to hold a General Assembly. A universal General Assembly may be held anywhere in Catalonia, Spain or abroad.

9.3 Competences

The General Assembly shall have all responsibilities not specifically attributed to other bodies of the Association and will take decisions, in particular (without limitation), on the following matters:

(a) Approve the form and the amount of the contributions to the finance of the Association or the payment of the costs and expenses of the Association. In particular, set annual Partnership Fees upon proposal of the Supervisory Board.

(b) Approve the annual financial accounts, the annual budget and the annual business plan for the EIT.

(c) Appoint and dismiss the members of the Supervisory Board.

(d) Appoint and dismiss the statutory auditor(s) of the Association, as required by the applicable law or on a voluntary basis.

(e) Approve or reject the draft Business Plan of the Association to be submitted by EIT for the first time.

(f) Approve the incorporation or dissolution of CLCs, upon proposal of the Supervisory Board.
(g) Approve or reject the FPA and any amendments to the FPA and approve the model SGA and any modifications to the model SGA.

(h) Approve adoption of the EIT Urban Mobility´s Strategic Agenda and any update thereof.

(i) Setting of objective, transparent and non-discriminatory criteria for classification as Core Partners Tier 1 and Core Partners Tier 2.

(j) Approve or reject the modification of these Articles of Association.

(k) Transformation, merge, spin-off or dissolution of the Association.

(l) Approve the creation of new categories of Core Partners.

9.4 **Meetings**

A General Assembly meeting may be either ordinary or extraordinary.

(a) **Ordinary General Assembly:**

   (i) Approve, where appropriate, approve the management of the Supervisory Board, the annual budget and the annual financial accounts.

   (ii) Approve the form and the amount of the contributions to the finance of the Association or the payment of the costs and expenses of the Association. In particular, set annual Partnership Fees upon proposal of the Supervisory Board.

(b) **Extraordinary General Assembly:**

   (i) Appoint and dismiss the members of the Supervisory Board.

   (ii) Appoint and dismiss the statutory auditor(s) of the Association, as required by the applicable law or on a voluntary basis.

   (iii) Approve or reject the draft Business Plan of the Association to be submitted to EIT for the first time.
(iv) Approve the incorporation or dissolution of CLCs, upon proposal of the Supervisory Board.

(v) Approve or reject the FPA and any amendments to the FPA and approve the model SGA and any modifications to the model SGA.

(vi) Approve adoption of the EIT Urban Mobility’s Strategic Agenda and any update thereof.

(vii) Setting of objective, transparent and non-discriminatory criteria for classification as Core Partners Tier 1 and Core Partners Tier 2.

(viii) Approve or reject the modification of these Articles of Association.

(ix) Transformation, merge, spin-off or dissolution of the Association.

(x) Deal with other matter that are not expressly attributed to another body of the Association.

Ordinary meetings shall be called according to what is set forth in Article 9.2 of this AoA, and held within the first six months of each financial year to approve the Association’s management and its account for the preceding year and to resolve the application of income; it may also address any other business on the agenda. An ordinary meeting will be valid even if called or held after the pertinent deadline. Extraordinary meetings shall be called according to what is set forth in Article 9.2 of this AoA, when the Supervisory Board considers it necessary or beneficial for the Association, when required by law, or when requested by Members representing at least ten percent (10%) of the Members of the Association.
9.5 **Quorum and adoption of resolutions**

Remote attendance at General Assemblies using electronic methods (including video conference) that guarantee the Member’s identity is allowed if the Association, provides those methods. For that aim, the notice of the meeting must describe the time frame, and how it will be allowed to the Members to exercise such rights and ensure the General Assembly is conducted in a correct manner. Specifically, the Chairperson may require the Members attending the General Assembly electronically to send the opinions and proposals they plan to raise with the Company before the meeting date.

All Members having the right to attend also have the right to be represented at General Assembly meetings by another person, regardless of whether this person is a representative of a Member. Appointment of a proxy must be in writing and, unless the proxy is appointed in a public deed, the appointment will apply only for each particular General Assembly meeting. The proxy will cover all voting rights owned by the granting Member.

Proxies are always revocable. The grantor’s personal attendance at the General Assembly will constitute revocation.

In any event the Member may delegate or cast votes on motions under items in the agenda of any type of General Assembly by post, electronic correspondence or any other form of distance communication, provided that (a) the identity of the persons exercising their right to vote is properly substantiated and (b) the vote is duly registered in some form of record.

Any substantially independent items on the agenda for a General Assembly must be voted on separately.

The General Assembly will be duly constituted if at least half of the Members are present or duly represented. If a General Assembly does not constitute a quorum, another General Assembly shall be promptly be called.
pursuant to article 11.2. This General Assembly will be duly constituted regardless the number of Core Partners Tier 1 present or represented if at least half of the Members of the Association are present or duly represented.

A reinforced quorum of two-thirds (2/3) of the Members, either present or duly represented would be required concerning matters settled in articles 9.3.(j) and 9.3.(k).

Unless other mandatory majorities apply:

(a) Resolutions of the General Assembly will be adopted by the majority of validly issued voted. Blank votes will not be counted.

(b) As an exception, decisions at the General Assembly concerning matters settled in articles 9.3.(a), 9.3.(f), 9.3.(i), 9.3.(j) and 9.3.(k), will be adopted only with the affirmative vote of more than two thirds of the total voting rights.

If the 10% of the Members demand to do so, the vote will be secret.

Decisions taken at the General Assembly shall be recorded in Minutes. Those Minutes shall contain at minimum, the provisions set out in the applicable law.

**Article 10.- Supervisory board**

10.1 **Composition and organization**

Supervisory Board members shall be appointed by the General Assembly subject to the procedure laid down in this article.

The Supervisory Board will be composed of at least five members. The minimum number of members of the Supervisory Board will match with the minimum number of CLCs. Therefore, one member of the Supervisory Board will represent one CLC in the board. Moreover, at least three (3) additional independent members (the "Independent Supervisory Board
members” with complementary skills and experiences from across the extended Knowledge Triangle could be candidates to be members of the Supervisory Board. If the number of CLCs change, the composition of the Supervisory Board shall be adapted to such change. The Nomination and Remuneration Committee shall select the most suitable candidates for from the candidates proposed and submit one candidate for each member of the Supervisory Board for final appointment by the General Assembly.

The composition of the Supervisory Board shall reflect the diversity in the composition of the partnership, and in particular, the overall balance between Urban Mobility industry, technological centres, universities and cities. The Association must aim to the extent possible, for a gender balance in its composition.

The office of member of the Supervisory Board in its capacity as such will not be remunerated, except for the payment of any fees or salaries that the Association owes the member of the Supervisory Board for providing professional services or on account of an employment relationship that does not result from the office of member of the Supervisory Board. These fees will be subject to the applicable legal regulations.

10.2 Competences

The Supervisory Board has a strategic and non-operational governance role for the Association and the KIC. In this respect, the Supervisory Board has powers to:

(a) Supervise and advise the Management Team.

(b) Appointment and dismissal of the members of the Management Team.

(c) Conclude, amend and terminate service agreements between the Association and the members of the Management Team.

(d) Advise the General Assembly on fundamental decisions. In particular, on those concerning: 9.3.(a), 9.3.(f), 9.3.(i), 9.3.(j) and 9.3.(k).
(e) Submit motions to the General Assembly on electing the Auditor, if the Annual Accounts should be audited by an auditor or if this is to be done by voluntary decision.

(f) Commissioning the auditor to undertake the audit as well as determining priority areas for auditing, if an auditor is commissioned.

(g) Approve or deny certain measures and legal transactions of the Management Team for which this may require the opinion of the Supervisory Board.

(h) Evaluate and approve the strategy of the Association and the KIC.

(i) Propose to the General Assembly the draft Business Plan of the Association to be submitted to the EIT for the first time.

(j) Propose to the General Assembly EIT URBAN MOBILITY Strategic Agenda.

(k) Approve all agreements with commitments exceeding one (1) year or exceeding a value of €500,000 and that are not included in the Business Plan.

(l) Adopt the Code of Conduct and Conflicts of Interest Policy of the Association and approve any amendments thereto.

(m) Propose to the General Assembly annual Partnership Fees.

(n) Establish strategic policies of the Association in order to support and give shape to the strategy of the Association.

10.3 Meetings

The Supervisory Board must meet at least once every quarter.

The notice calling the meeting will be delivered by letter, telegram, fax or any other written or telematics way. The notice will be addressed personally to each member of the Supervisory Board at least four (4) days prior to the calling of the meeting. A meeting of the Supervisory Board without notice will be valid if all members of the Supervisory Board are present or unanimously agree to hold a meeting.
Resolutions adopted by written resolution without a meeting will be valid if no board member opposes such a procedure.

The Chairperson will call meetings to order and direct the deliberations on all matters to come before the board, having the power to open the floor and to give board members information and reports on the Association’s status.

The Chief Executive Officer (CEO) of the Association shall be entitled to attend meetings of the Supervisory Board as a guest, upon invitation of the Chairperson. The Supervisory Board may at any time invite other Management Team members to its meetings and hold closed sessions on confidential matters without guests.

10.4 Quorum and adoption of resolutions

Unless other mandatory majorities apply, the Supervisory Board will be validly constituted when at least half (1/2) of its members, provided they are at least three (3) members of the Supervisory Board members are present, whether in person or represented by proxy. If the number of members of the Supervisory Board, either present or represented, is uneven, the half shall be determined by rounding down to nearest whole number.

Remote attendance at the Supervisory Board using electronic methods (including video conference) that guarantee the member’s identity is allowed if the Association, provides those methods. For that aim, the notice of the meeting must describe the time frame, and how it will be allowed to the members to exercise such rights and ensure the Supervisory Board is conducted in a correct manner. Specifically, the Chairperson may require the members attending the Supervisory Board electronically to send the opinions and proposals they plan to raise with the Company before the meeting date.

All members having the right to attend the Supervisory Board also have the right to be represented at Supervisory Board by another member of the Supervisory Board. Appointment of a proxy must be in writing or by email. The appointment will apply only for each particular Supervisory Board meeting. The proxy will cover all voting rights owned by the granting member. Proxies are always revocable. The grantor’s personal attendance at the Supervisory Board will constitute revocation.

Unless other mandatory majorities apply, resolutions will be adopted by simple
majority of the votes. It is understood that there is simple majority when the votes in favor exceed the votes against, without counting the abstentions and the blank and null votes. In case of tie, the vote of the member of the Supervisory Board that chairs the meeting will have casting vote.

The members of the Supervisory Board shall abstain from participating in cases which a conflict of interest with the Association may ensue. In this event, the affected member of the Supervisory Board shall have no voting right in such resolution and its voting rights will not be taken into consideration when determining the necessary majority, unless the resolution’s purpose is: (i) a resolution of a disciplinary proceeding, (ii) suspension or expulsion of a member of the Association or of the Supervisory Board, or (iii) the exercise of a damages action against such member of the Supervisory Board.

Discussions and resolutions adopted by the Supervisory Board will be entered into a minutes book.

10.5 Positions and vacancies

The members of the Supervisory Board shall elect a Chairperson and a Deputy Chairperson among its members. The Chairperson and Deputy Chairperson will hold those positions for a maximum term of three (3) years, without prejudice to the Supervisory Board’s power to terminate or dismiss them at any time. The appointed Chairperson and Deputy Chairperson may be reappointed once.

The Chairperson

The Chairperson of the Supervisory Board, which will be an Independent Supervisory Board member, shall assume the legal representation of the Association and will chair the sessions held by the Supervisory Board and the General Assembly.

The Chairperson of the Supervisory Board will have the following attributions:

(a) Call and lift the sessions held by the General Assembly and the Supervisory Board, as well as direct the deliberations of both.

(b) Authorize with his signature the documents, minutes and correspondence.

(c) Adopt any urgent measure for the good performance of the Association falling within the scope of the powers of the Supervisory Board or that may be necessary or convenient, without prejudice to subsequently report to the Supervisory Board.
(d) Ensure the aims of the Association and its compliance.

**The Deputy Chairperson**

The Supervisory Board may elect a Deputy Chairperson among its members who will replace the Chairperson in the case of a vacancy, absence or sickness. If the Supervisory Board elects a Deputy Chairperson, this Deputy Chairperson shall substitute the Chairperson on its duties.

**The Secretary and Vice-Secretary**

The Supervisory Board will also name a Secretary, and may name a Vice-Secretary who will replace the Secretary in the case of a vacancy, absence or sickness. The Secretary may or may not be a member of the Supervisory Board, in which case the Secretary will have the right to be heard, but will not have voting rights. This also applies to the Vice-Secretary.

**Vacancies**

In the event that the mandate of a position of the Supervisory Board ends before the expiry of its term, because of termination, withdrawal, decease, illness or incapacity of such member, the Supervisory Board shall have the right to temporarily fill the vacancy by appointing a new member to hold such position. If the member of the Supervisory Board whose mandate becomes vacant has originally been proposed as member of the Supervisory Board by a CLC, the Supervisory Board shall request that CLC to propose a new candidate. Such member of the Supervisory Board appointed to fill an interim vacancy shall be submitted to confirmation of the next General Assembly and shall complete the mandate of the member of the Supervisory Board its replacing.

10.6 **Term**

The appointed members will hold office for a maximum term of three (3) years, without prejudice to the General Assembly’s power to terminate or dismiss members at any time. The appointed members may be reappointed once.

If any member of the Supervisory Board will to do resign from its position, it may notice it in writing to the Chairperson with three (3) months in advance.
10.7 Nomination and Remuneration Committee

The Supervisory Board shall set up a Nomination and Remuneration Committee, composed of members of the Supervisory Board or other persons with expertise in the field of human resources. The majority of the members of that Nomination and Remuneration Committee will be members of the Supervisory Board.

The role of the Nomination and Remuneration Committee shall be to evaluate the candidates proposed by the CLCs to become members of the Supervisory Board, to propose candidates to the Partner Assembly for the appointment of Independent Supervisory Board Members of the Supervisory Board, and to propose candidates to the Supervisory Board for the appointment of the CEO, and the other members of the Management Board, and to determine a competitive market-base remunerations for the members of the Management Board.

The Nomination and Remuneration Committee shall meet whenever appropriate in accordance with its tasks.

Article 11.- Management Team

11.1 Composition and organization

The Management Team of the Association will consist of professionals in the domain of education, innovation, business creation and communication that do not have to be compulsorily Members of the Association.

Among the members of the Management Team the following positions will be appointed, among others:

- Chief Executive Officer (CEO)
- Chief Operating Officer.
- Innovation Director.
- Business Creation Director.
- Education Director.
- M-Factory Director.
- City Club Director.
- CLC directors.

11.2 Appointment of its members

The members of the Management Team will be appointed by the Supervisory Board.

The Association must aim to the extent possible, for a gender balance in the composition of the Management Team.

11.3 Competences

The Management Team will manage the Association in an orderly and conscientious manner in compliance with these Articles of Association, the decisions of the Supervisory Board and the decisions of the General Assembly.

The Management Team shall provide regular reports to the Supervisory Board on the management of the Association. Therefore, the Supervisory Board may pass a resolution to determine the details on the reporting duties of the Management Team.

Meetings of the Management Team shall be called and chaired by the CEO.

The Management Team is empowered to establish and staff a Project Management Office. This office shall be under the supervision of the Management Team. Details of the responsibilities, activities and reporting obligations of the Project Management Office shall be set out in particular policies that may be approved if it is resolved to establish such Project Management Office.

The Management Team shall submit proposals for decision to the General Assembly on every item on the agenda, unless the Supervisory Board is responsive for such proposal.

The Management Team shall propose the first draft Business Plan and the first draft EIT URBAN MOBILITY Strategic Agenda to the Supervisory Board.

The Management Team shall execute strategic policies of the Association, as set by the Supervisory Board. The Management Team shall set operational
policies of the Association to support and give shape to the objectives of the Association and set future priorities and adopt pro-active plans.

11.4 Conflicts of interest

The members of the Management Team cannot be members nor of the Supervisory Board neither of the Intellectual Property (IP) Board, Board for Ethical, Privacy and Social Implications and/or Compliance, Legal and Audit Board.

Chapter II – Ancillary Boards

Article 12.- Intellectual Property (IP) Board

12.1 The Association shall establish and IP Board as a consulting body by resolution of the Management Team. The IP Board will not be a governing body of the Association.

12.2 The IP Board has a consulting and liaison function in all issues with respect to Intellectual Property and legal matters.

12.3 The IP Board will be composed of at least five (5) members. It shall consist of one member representative per CLC appointed by the Management Team upon nomination of the respective CLC.

12.4 The Members of the IP Board shall elect a Chairperson. The Chairperson shall appoint his/her deputy from among the members of the IP Board.

12.5 The Management Team shall appoint the representatives of the CLCs for a term of at most three (3) years. They may be reappointed once. The Management Team may dismiss the members of the IP Board at any time.

The CEO and the director of business creation (whenever he is appointed) of the Association may attend meetings of the IP Board as guests without voting rights.

Article 13.- Board for Ethical, Privacy and Social Implications

13.1 The Association shall establish a Board for Ethical, Privacy and Social Implications as a consulting body by resolution of the Management Team. The Board for Ethical, Privacy and Social Implications shall advise the
Management Team on ethical and social issues, limited to the EIT-funded activities.

13.2 The Board for Ethical, Privacy and Social Implications shall have at least five (5) members. The Management Team shall determine the number of members. It shall consist of one member representative per CLC appointed by the Management Team upon nomination of the respective CLC.

13.3 The Management Team shall appoint the members of the Board for Ethical, Privacy and Social Implications for a term of at most three years. They may be reappointed once. The Management Team may dismiss the members of the Board for Ethical, Privacy and Social Implications at any time.

**Article 14.- Compliance, Legal and Audit Board**

14.1 The Association shall establish a Compliance, Legal and Audit Board as a consulting body by resolution of the Management Team. The Compliance, Legal and Audit Board shall advise on any KIC compliance issues, as well as citizen/consumer protection matters.

14.2 The Compliance, Legal and Audit Board shall have at least five members. The Management Team shall determine the number of members. It shall consist of one member representative per CLC appointed by the Management Team upon nomination of the respective CLC.

14.3 The members of the Compliance, Legal and Audit Board shall elect from their number a Chairperson and a Deputy Chairperson.

14.4 The Management Team shall appoint the members of the Compliance, Legal and Audit Board for a term of at most three years. They may be reappointed once. The Management Team may dismiss the members of the Compliance, Legal and Audit Board at any time.

**Title IV – Economic Regime**

**Article 15.- Economic regime and Liability**

15.1 The economic regime of the Association is governed by the principles of: (i) exclusive dedication of all the economic resources to the fulfillment of the Association’ purpose, (ii) transparence in the economic management and (iii)
financial control and audit.

15.2 The Association shall not incur in costs that are not linked to the fulfillment of the Association’s purpose.

15.3 The Association shall be liable for its obligations with all its present and future assets. The Members of the Association shall not be personally liable for the Association debts.

Article 16.- Resources

16.1 The resources of the Association will be:

(a) The annual membership fees.
(b) Donations or contributions received.
(c) Grants, bequests or inheritances that could be received legally by Members or third parties, including public administrations.
(d) The income obtained through economic activities decided by the Supervisory Board or the General Assembly.
(e) Any other legal resource.

16.2 The Association may carry out economic activities, whose objective is related with the Association’s purpose or are complementary or ancillary to the activities as set forth in Article 5.2. of the AoA.

Article 17.- Documentary and accounting obligations

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

17.2 The Association shall collect in a minute book the sessions of its governing and representation bodies.

Article 18.- Financial year

18.1 The accounts of the Association shall be submitted annually for the approval of the General Assembly.
The financial year will coincide with the calendar year. Therefore, the financial year will end on the 31 December of each year.

**Title V – Modification of the Articles of the Association**

**Article 19.- Modification of the Articles of Association**

19.1 The modification of the Articles of Association may be put forward at the initiative of the Supervisory Board or a third (1/3) of the members.

19.2 In any case, in order the modification to take place, a favorable vote of the majorities contemplated in article 9.5. will be necessary in a session of the General Assembly called for that purpose.

19.3 In the event of modification of the Articles of Association, the modification must be sent immediately to the Register of Associations in order those new Articles of Association to be registered.

19.4 Once the Articles of Association have been modified, the Supervisory Board will provide the members with the updated version of those.

**Title VI – Dissolution**

**Article 20.- Dissolution of the Association**

20.1 The Association may be dissolved in the following cases:

(a) by decision of the General Assembly.
(b) by final judicial ruling.
(c) by the loss of the Members so that they are reduced to less than three.
(d) If there are less than three Members in the Association.
(e) In case of a civil or criminal unlawfulness committed by the Association declared by firm judicial resolution.
(f) If a judicial liquidation proceeding of the Association is opened.
(g) Due to the manifest and proven impossibility of carrying out the purposes of the Association.

**Article 21.- Liquidation of the Association**

21.1 Once the dissolution is agreed, the General Assembly shall take the appropriate measures regarding the destination of the goods and rights of
the Association, as well as the purpose, the termination and liquidation of any pending operation.

21.2 The Assembly is empowered to elect a liquidation commission whenever it deems necessary.

21.3 The net surplus resulting from the settlement must be delivered directly to a public or private non-profit entity in the territorial area of activity of the Association, with similar purposes to those of the Association.

21.4 The functions of liquidation and execution of the agreements referred to in the preceding sections of this same article are the responsibility of the Supervisory Board if the General Assembly does not assign this mission to a liquidation commission specially designated for this purpose.

**Title VII – Final provisions**

**Article 22.- Confidentiality**

22.1 Members of the Association; members of the Management Team, Supervisory Board, IP Board, Board for Ethical, Privacy and Social Implications and, Compliance, Legal and Audit Board shall respect the confidentiality of the information received on their respective body. Confidential information shall not include:

(a) Information that is or has become generally available to the public;
(b) Information that at the time it was made available to a person was already in that person's possession without a breach of a duty of confidentiality;
(c) Information that is obliged to disclose in order to comply with applicable laws or regulations or with a court or administrative order, provided, however, that the receiving party shall, to the extent it is lawfully able to do so, prior to any such disclosure
   a. notify the disclosing party and
   b. comply with the disclosing party’s reasonable instructions to protect the confidentiality of the information;
(d) Information that is approved for release by written agreement of the disclosing party.
Article 23.- Interpretation rules

23.1 **Headings**

The headings and index used in this Articles of Association are for reference purposes only, and will not be deemed to limit or affect its interpretation.

23.2 **Severability and integration of articles**

The illegality, invalidity or nullity of any of the articles of these Articles of Association will not affect the validity of its other provisions.

Article 24.- Competent jurisdiction and applicable law

24.1 **All matters not covered by these Articles of Association or by any regulations made for their application shall be governed in accordance with Law 4/2008 of April 24, third book of the Civil Code of Catalonia.**

24.2 **All disputes or differences arising directly or indirectly in connection with these Articles of Association, and/or decisions taken by the bodies of the Association, shall be subject to the jurisdiction of the competent court of the city of Barcelona.**