

Rights and duties of extraordinary partners of ECHAMP

Scope/ aim of this document

This document describes the rights and duties of extraordinary partner companies as well as the relating guiding principles. This version deals with extraordinary partner companies located in European countries that do not belong to the EU/ EEA. This document applies to companies located in Europe's geographical borders; it includes member countries of the Council of Europe.

Guiding principles on extraordinary partner companies

ECHAMP is interested in extraordinary partner companies. They will have to endorse the objectives of ECHAMP as defined in article 2 of the Articles of Association of ECHAMP and shall be of size, that they can substantially contribute to ECHAMP's aims and objectives. This is plausible for companies generating at least a turnover of 2,5 million Euros.

Given this, they shall benefit from ECHAMP partnership without discrimination with the exception of legally binding voting rights – because of the rules imposed to an EEIG. Since the voice of an extraordinary partner company will be heard (see below), the non-possibility to confer legally binding voting rights is seen as acceptable. Furthermore, out of this reason the fee due will be reduced by 25% (see below).

Guiding principle for “partnership fee” for extraordinary partner companies from Europe

Extraordinary partner companies from Europe (non EU, non EEA) are charged with reference to the turnover generated in Europe (see below).

Rights and duties for extraordinary partner companies from Europe

Rights:

- Participation to membership assembly without voting rights
- Participation to working groups
- Mentoring by a board member, including possibility to table issues on the board agenda
- Receipt of same information as ordinary ECHAMP members. Information about finances and budget at request
- Use the name of ECHAMP in representation of their interests prior to agreement of the President and the General Secretary

Duties:

- Payment of a yearly amount equal to the “cost-share” of ordinary members based on turnover in Europe minus 25%. The first amount is due after confirmation of extraordinary partnership by the membership assembly. The amount due will be adapted to the real time of extraordinary partnership in the running year, that is for 8 months. As for ordinary members, the extraordinary partner will pay one time the entrance fee of 15% of the yearly due fee.
- Disclosure of turnover for fee calculation as for ordinary members
- Any required confidentiality
- Acceptance of English as working language within ECHAMP. However, in accordance to article 24 of the Articles of Association of ECHAMP, Dutch will be used for official communication between the partners and/or members.
- Various contributions, e.g. provide data for the facts and figures (soft duties)

End of extraordinary partnership

Analogous conditions as for the resignation of ordinary membership.