

# Articles of Association for POSC Caesar Association

## 1. Name and place of office

The name of the organisation is POSC Caesar Association. The name by which the organisation shall be known is POSC Caesar. The Association's business office shall be in Bærum, Norway.

## 2. Purpose

The Association is a global, not for profit, member organisation that shall promote the development of openly available specifications to be used as standards for enabling the interoperability of data, software and related matters for e-engineering and e-commerce.

The Association has a special responsibility for the maintenance and enhancement of ISO 15926 Integration of life-cycle data for process plants including oil and gas production facilities. However, the Association shall be flexible and at all times align its activities with the needs of its membership.

## 3. Members

The membership in the Association shall be open to any organisation or company.

Membership of the Association is conditional on payment of annual dues according to their class of membership as defined in clause 9. Membership is renewed automatically unless cancelled by written notice 3 months within expiration.

Membership fees given to the Association and/or any assets, including intellectual property, can not be claimed by a member who withdraws from the association.

## 4. Annual Meeting

The Annual Meeting is the supreme body of the Association and is open to all members. All member organisations can bring as many representatives as they wish but are limited to voting as defined in clause 9.

The Annual Meeting shall be held each year before the end of May. The Board of Directors shall call for the Annual Meeting with at least 1 month notice. The notice shall at least state the time and place for the meeting and the agenda. Matters not included in the agenda may not be acted upon at the annual Meeting. The Annual Meeting shall be minuted. The Chairman of the Board of Directors, see clause 5, and one of the members shall sign the minutes.

To constitute a quorum at least 30% of the members must be present.

The Annual meeting shall:

1. Approve the Annual Financial Statement
2. Elect members to the Board of Directors
3. Approve changes in the Articles of Association

Any resolution requires more than half of the votes, except for approval of changes in the Articles of Association, which requires 2/3 of the votes.

The Board of Directors can call for membership meetings in addition to the Annual Meeting. The voting procedures in such membership meetings shall be the same as stated above.

## 5. Board of Directors

The Board of Directors consists of 7 Directors elected by the members in the Annual Meeting. All Directors are elected for a maximum period of three years and at each Annual Meeting the posts for a minimum of two Board Directors shall be subject to re-election. The Board shall be represented in a balanced fashion with respect to the membership.

The Board of Directors shall possess all the powers of the Association as set down by the Annual Meeting and it shall determine the policy of the Association including setting goals for each period. It shall

also appoint the Association's General Manager, decide the principles he/she shall work under, and stipulate his/her terms.

In addition, the Board of Directors shall:

- Approve guidelines and criteria for acceptance of new projects
- Approve annual work program
- Approve the budget
- Recommend the Annual Financial Statement to the Annual Meeting

A majority of the elected Board of Directors shall constitute a quorum at all Board meetings. Each Director has one vote. All decisions are made with a majority of more than 50% of the votes with the Chairman holding the casting vote.

The Board of Directors shall appoint a Chairman and a Vice-Chairman amongst themselves.

The Chairman shall call Board meetings and propose the agenda. There shall be a minimum of 3 board meetings each year. All Board members shall be given at least 14 days notice before a Board meeting. The General Manager is secretary to the Board of Directors and is responsible for the minutes of the meetings, but has no voting rights.

A member company shall not have more than one representative on the board.

The Association shall be signed by the Chairman of the Board of Directors and the General Manager jointly.

## **6. Way of working**

The General Manager is responsible for the consistency and quality of the specifications and for:

- Day-to-day operation of the organisation including marketing of the results
- Development and maintenance of guidelines, criteria for acceptance of new projects and acceptance of proposals for project deliverables
- Facilitating and monitoring the projects progress
- Verification that deliverables for the projects meet the necessary criteria
- Publication of project deliverables
- Maintenance of project deliverables
- Provision of branding and compliance checking
- Provision of consultancy/training to facilitate the deployment and adoption of project deliverables
- Liaison with other bodies, including ISO
- Monitoring the investment made by each member

All projects shall be primarily staffed and funded by the member companies. Each project shall operate on a scope limited task (limited business area) and it is expected to be completed in period less than 180 days.

The Project Managers report to the General Manager and they are accountable for ensuring:

- Any project is supported by at least two customer companies and two solutions providers
- The proposed business area for the project is approved by the General Manager
- The customer representatives of the group create business requirements for the business area
- The solution providers develop prototypes that demonstrate the usage of the infrastructure to meet the business need as specified
- The customer representatives perform testing of the prototypes and assess that the prototypes meet the business needs in an adequate fashion
- Preparation of draft project deliverables for approval by the General Manager

## **7. Benefits for the members**

The benefits for members from joining the Association are:

- Influence on the development of specifications/standards
- The POSC Caesar Reference Data Library free of charge, see clause 8.
- Reduction in entrance fees to seminars and member meetings
- Reduction in consulting and course fees

- All products available at least 12 months earlier than the general public, see clause 8.

The Board of Directors may decide additional benefits for each year.

## 8. Warranties

The Association grants to the members right and license to use all deliverables of the Associations as required in the normal course of business. Furthermore, the Association will make no claim against any company pertaining to any development or invention made by a company if it is no longer member of the Association, nor any development or invention made by a company while member. The Association also acknowledges the nature of the members' businesses and agrees that no liabilities will be held against the members businesses for any activities associated with membership in the Association.

In return a member will not deliver any information received through its membership in the Association to any third party to which a true business need cannot be defined. Furthermore, a member also agree that if a third party receives information related to the company's participation in the Association that the member will not refurbish the third party with updated information from the Association without a defined business requirement. Third parties who are looking for updated information shall be directed to the Association for updated information. The member also agree that no no liabilities will be held against the Association pursuant to any activities performed by the Association. Further developments and inventions may occur at some future point and if the *company is no longer member of the Association it will have no claim over the developments or inventions*

## 9. Member classes and dues

Group	Gross revenues from the total group of companies	Annual dues	Votes at AGM
1	Owners / Operators with MEuro 2 000 < Gross Revenues	Euro 25 000	5
2	Other companies with MEuro 2 000 < Gross Revenues	Euro 10 000	3
3	MEuro 200 < Gross Revenues <= MEuro 2 000	Euro 10 000	3
4	MEuro 20 < Gross Revenues <= MEuro 2 00	Euro 5 000	2
5	Gross revenues <= MEuro 20	Euro 2 000	1
6	Non Profit Organisations	Euro 2 000	1
7	Government and Academics	Euro 2 000	1

The gross revenues is defined as the revenues of all companies belonging to the same group where ownership is more than 50% by some parent-company.

The membership dues shall cover the costs of running the Association including having a full time General Manager and necessary staff to comply with the responsibilities defined in first part of clause 6.

## 10. Ownership of Intellectual property

The Association has all the rights, including intellectual rights, to documentation, project deliverables, and Reference Data Libraries developed by and for the Association. It shall in all subcontracts with partnerships and others, have clauses ensuring that all such rights shall lay in the Association.

Participation in the Association shall not in any way change the rights, including intellectual rights, that any member owns or develops individually, before or after joining the Association.

The Association shall follow an open process in developing the project deliverables and all of them shall be open for anyone after they have been approved by the Association. The project deliverables can be used by everyone for their own purpose, on equal terms.

The Association's intention is that all developed project deliverables and Reference Data Libraries shall be open, i.e. after they are developed and approved, they can be used by everyone for their own purpose, on equal terms.

**11. The Board of Directors shall decide the limits and conditions for the use of all rights mentioned in this clause. National/Regional Chapter**

A sufficient large group of members of the Association may establish a National/Regional Chapter of the Association. The membership will still be in the Association, but the National/Regional Chapter will be eligible to receive up to 25% of groups membership dues for local administration and educational/awareness programs. The Articles of Association of the National/Regional Chapter shall be approved by the Board of Directors of the Association within six months after the founding meeting.

The membership meetings of the Association shall be rotated in a balanced way between the National/Regional Chapters. The General Managers of the National/Regional Chapters shall have observer status in Board Meetings of the Association.

**12. Liability**

Members are not liable for the Associations debts. They are not liable for or responsible for fulfilling any contractual obligations that the Association has undertaken. Members are not liable for any action by the Board of Directors, by the General Manager, or any other person acting for, or on behalf, of the Association, whether it be an action within or outside his/her powers, or an action of will or negligence, even if the member has knowledge of the action.

**13. In case of bankruptcy the members are not liable for any of the debts or actions taken in the Association. Governing law**

The Association shall be governed by Norwegian law.

**14. Termination**

The Annual Meeting can with a majority of 2/3 of the votes decide to dissolve the Association. All the debts of the Associations shall in such a case be paid, and all contracts be terminated. If there are not enough assets to cover debts, the members are not liable for the shortfall, see clause 12 above. If there are still assets when all debts are paid, they shall be divided proportionally between the members according to the dues paid during that year.