

OpenPEPPOL
Association Internationale Sans But Lucratif (AISBL)
30th of January 2013
Corporate identification number 0848.934.496
(Register of Legal Entities Brussels)

Section I. Designation, Registered Office and Lifespan of the Association

Article 1. Designation

The International Association is designated by the name “Open Pan European Public Procurement Online”, officially abbreviated as “OpenPEPPOL”, hereinafter referred to as “OpenPEPPOL” or “the Association”.

OpenPEPPOL is a not-for-profit International Association founded in accordance with the Belgian Law of 27th June 1921.

Article 2. Registered Office

The Registered Office of OpenPEPPOL, which is required to be located in Belgium, is at 1040 Brussels, Rond-point Schuman 6, box 5, Brussels Metropolitan Region.

The Registered Office may be moved to any other location within the Belgian territory by the decision of the Managing Committee of OpenPEPPOL.

Article 3. Lifespan

OpenPEPPOL is set up for an undefined period. It can be dissolved at any time by the decision of a qualified majority in a General Assembly.

Section II. Purposes of OpenPEPPOL

Article 4. Purpose of the Association

The primary purpose of OpenPEPPOL is to enable European businesses to easily deal electronically with any European public sector buyers in their procurement processes, thereby increasing opportunities for greater competition for government contracts and giving better value for tax payers’ money, to encourage new and innovative ICT services and to simplify access to larger markets for suppliers (especially small or medium sized enterprises). It will do this by:

1. Striving to promote usage of widely accepted technology standards and specifications from established standards setting organisations (hereinafter referred to as “PEPPOL specifications”) for dealing electronically with any European public sector buyers in their procurement processes.

2. Providing the authoritative point of reference for networks of interoperable, PEPPOL-compliant infrastructure and the organisations that use it.
3. Ensuring the Long term sustainability of the PEPPOL-infrastructure networks and user communities.
4. Ensuring the Long term sustainability of the PEPPOL specifications, building blocks and services.
5. Promoting and supporting the ever-wider use of the PEPPOL specifications, building blocks and services.

Business to business use of the PEPPOL-compliant infrastructure and use of PEPPOL-components and services in other areas than procurement is also recognised as important and will be encouraged and supported by the Association. Use of these items outside of Europe should also be encouraged and supported.

OpenPEPPOL is a not-for-profit Association, and any margin of profit generated will be re-invested in activities to further support the purposes of the Association.

As an organisation, OpenPEPPOL will be allowed to become a Member, a partner, or otherwise participate to other organisations, associations and/or consortia, provided that the objectives of such initiatives are in line with its own Mission and Purposes as set forth in the present Article.

OpenPEPPOL will be allowed to initiate or participate in any other type of lawful activity that can support the fulfilment of its Mission, provided that the objectives of such initiatives are in line with its own Purposes as set forth in the present Article.

Section III. Membership Criteria, Subscriptions, Withdrawal, Liability, Intellectual Property Rights (IPR)

Article 5. Membership Criteria, Rights and Obligations

Membership of OpenPEPPOL is open to the following types of organisation:

1. Contracting authorities (public sector buyers) and economic operators (suppliers) and other end-users of PEPPOL specifications, building blocks and services;
2. Regional or other type of Authorities within the PEPPOL network (according to provisions of the PEPPOL Transport Infrastructure Agreements);
3. Service Metadata Publisher Providers (according to provisions of the PEPPOL Transport Infrastructure Agreements);
4. Access Point Providers (according to provisions of the PEPPOL Transport Infrastructure Agreements);
5. eSignature Validation Service Providers (according to provisions of the Validation Infrastructure Agreements);
6. Pre-award Service Providers (according to provisions of Pre-award Infrastructure Agreements);
7. Other organisations which are relevant to the purposes of OpenPEPPOL as laid out in Article 4 of these Statutes.

As a condition of membership of OpenPEPPOL, a Member shall accept the Statutes of the Association.

Moreover, members who are legal entities must have separate legal personality and not have been declared bankrupt or wound up by a competent Court or other instance.

The criteria for membership of OpenPEPPOL may vary, and will be decided by the General Assembly. These criteria and qualification conditions will be set out in these Statutes. Required material evidence and/or self-declarations to verify eligibility under the above categories will be set out in Internal Regulations.

Any persons or entities who have been convicted for taking part in criminal organisations, or for criminal acts like corruption, fraud, money laundering and who in general fail to respect moral integrity criteria, as well as fail to respect financial stability criteria, cannot be member of OpenPEPPOL.

The Founding Members of OpenPEPPOL are listed in Appendix 1 of these Statutes. The number of Members has no upper limit, but cannot be fewer than two separate, non-affiliated entities.

Members of OpenPEPPOL will be required to participate in at least one of the Coordinating Communities established by the General Assembly according to the provisions of Article 15.

Members of OpenPEPPOL will be expected to participate, on a voluntary basis, to the activities of internal working groups, which may be set up by decisions of the Managing Committee, and which will perform specific work undertaken by the Association, or to otherwise advance its purposes.

Individuals, academic institutions, learned societies, professional associations, commercial organisations, other European or International Associations, Consortia and Networks, and any other organisation that fails to qualify for membership of OpenPEPPOL under the above criteria, may apply for acceptance as Observers. The entitlements and responsibilities of OpenPEPPOL Observers will be determined by the Managing Committee and set out in Internal Regulations.

Applications for membership, or Observer status, shall be made on the prescribed form at least one month before a Meeting of the Managing Committee, and shall be considered and determined having regard to these Statutes.

The Managing Committee shall have the power to decide on the admission of applicants, without any requirement for motivation of the decision made.

OpenPEPPOL may become a Member of any relevant body or consortium with purposes and interests which are in accordance with Article 4 of these Statutes.

Article 6. Categories of Members – Subscription fees

Members of OpenPEPPOL are required to pay an annual subscription fee to support the purposes and activities of the Association.

There is only one type of Membership and all Members will enjoy the same rights. However, in order to indicate differences in roles as well as for the purpose of calculating the annual subscription fee due by each Member, each Member subscribes to one or more of the following categories, depending on the Membership criteria under which the respective Member has been admitted to the Association:

1. End-users of PEPPOL specifications, building blocks and services (organisation type 1, as defined in Article 5);
2. PEPPOL Authorities (organisation type 2, as defined in Article 5);
3. Service Metadata Publisher Providers (organisation type 3, as defined in Article 5);
4. Access Point Providers (organisation type 4, as defined in Article 5);
5. eSignature Validation Service Providers (organisation type 5, as defined in Article 5);

6. Pre-award Service Providers (organisation type 6, as defined in Article 5);
7. Other organisations which are relevant to the purposes of OpenPEPPOL (organisation type 7, as defined in Article 5).

Members will be bound by the subscription fee obligations attached to each such category cumulatively. The criteria for determining and applying different fee levels, the amount of the subscription fee for each category, the dates of the year to which fees apply, and the required date of payment shall be determined by the Managing Committee and set out in Internal Regulations.

Additional fees for participation to internal working groups such as (but not limited to) the Coordinating Communities may be applied to the OpenPEPPOL Members who participate in them.

OpenPEPPOL Observers are also required to pay an annual observer subscription fee to participate in the activities of the Association. The amount of such observer subscription fee, the required date of payment, and the rights and benefits offered in return will be determined by the Managing Committee and set out in Internal Regulations.

Article 7. Withdrawal and Disqualification from Membership

Termination of membership may be effected in the following cases:

- a) voluntary withdrawal of a Member from the Association;
- b) disqualification of a Member by the Association in case of: *(i)* material violation of these Statutes when a Member acts against the aims and interest of the association; *(ii)* non-payment of the membership fee within 3 months after the due date; *(iii)* material change in the nature, structure or purpose of a Member so that the requirements for membership are no longer met.

In accordance with case a) above, any Member may withdraw from OpenPEPPOL by giving twelve months notice of this intention, starting from the next 1 January after giving his notice. Notice of intention to withdraw from membership shall be made in writing to the Secretary General. It will then be presented to the next Meeting of the Managing Committee for acceptance.

In accordance with case b) above, the disqualification of any OpenPEPPOL Member, as distinct from the Member's representatives, shall require a special resolution of the Managing Committee.

Furthermore, any Member whose subscription fee has not been settled within three months of the date of invoice is in breach of these Statutes. The Managing Committee will determine what action, if any, is required to be undertaken in the best interests of OpenPEPPOL and any defaulting Member, if payment of the annual subscription fee is late or withheld.

Members who have withdrawn, who have submitted their written intention to withdraw, or who are in any way disqualified from the rights of membership by the Managing Committee forfeit their rights to the ownership or deployment of any OpenPEPPOL asset, and are not entitled to claim any compensation or refund of any subscription paid or due to be paid, unless by the agreement of the Managing Committee.

Article 8. Liability

The liability of OpenPEPPOL Members extends only to the settlement of their own annual membership subscription fees. Members shall not be held individually or jointly liable for any obligations incurred by the Association.

Article 9. Intellectual Property Rights (IPR)

The copyright ownership of any contribution made by a Member shall remain with such Member subject to a license being granted to OpenPEPPOL to reproduce, display and prepare derivative works of such contributions. The license shall also give OpenPEPPOL the right to publish and distribute said contributions and derivative works in accordance with the principles set forth in the third paragraph below and to provide relevant parts of the contributions to standardisation organisations for further processing and distribution/publishing.

No patent licenses are required from the Members nor granted by OpenPEPPOL except if required under the third paragraph below. By contributing any material to OpenPEPPOL, the Member represents and warrants to OpenPEPPOL that the contributing Member is legally entitled to grant the license set forth above and will not intentionally include any third party materials in any contribution. In all other respects the contributions are provided “as is.” The entire risk as to implementing or otherwise using the contribution or specification is assumed by the implementer and user.

Unless otherwise agreed (between OpenPEPPOL and the Members) on a case by case basis, any and all software components contributed to OpenPEPPOL or distributed by OpenPEPPOL shall be subject to the European Union Public License (EUPL) and/or the Mozilla Public License (MPL) open source software license. Guidance material, informative texts and other written documentation created by Members and published by OpenPEPPOL, shall be licensed under Creative Commons BY-NC-ND license in accordance with the principles of openness and transparency of ownership and use. Further details regarding contributions and publications for OpenPEPPOL, including applicable versions of the above mentioned licenses, will be stated in the Internal Regulations of the Association.

Section IV. Organisational Structure

Article 10. The Structure and Governance of OpenPEPPOL

The structure of OpenPEPPOL consists of the following units and bodies:

- The General Assembly;
- The Coordinating Communities
- The Managing Committee;

A Secretary General, whose powers are defined in Section VIII, shall be elected by the Managing Committee to pursue the purposes of the Association and to implement the decisions of the General Assembly and the Managing Committee.

Section V. The General Assembly

Article 11. Composition of and Representation at the General Assembly

The General Assembly is composed of all of the Members of OpenPEPPOL.

Members who are not private individuals shall appoint a formal representative to attend the General Assembly, and to validly exercise the rights of the Member without the Association having to verify the representative’s credentials, which must nevertheless remain on record within the Member organisation to be supplied upon request. The General Assembly shall meet at least once every year. It shall be presided over by the Secretary General, elected as set out in Article 13.

Each OpenPEPPOL Member holds one vote in the General Assembly. Members may vote physically, by registered letter, or electronically as described under Article 13.

Members are expected to ensure that their formally appointed representatives are of a sufficiently high level within their organisations and at a higher level than those who may have a more operational role. A Member can be represented by a person substituting the formal representative or by an external person of their choice, subject to prior notification.

A Member may represent one or more other Members at the General Assembly, and a letter or electronic communication to that effect may constitute proof of appointment.

Article 12. Powers of the General Assembly

The General Assembly is the supreme power of the Association. It holds all the powers that are expressly reserved by law, and that are not devolved to the Managing Committee by the current Statutes, except for powers of representation.

The General Assembly has the power to:

- a. alter the Statutes,
- b. elect or dismiss Members of the Managing Committee and the Auditor,
- c. establish or dissolve Coordinating Communities
- d. approve a broad programme of activities and initiatives for the forthcoming years to further the purposes of the Association,
- e. approve a budget for the following fiscal year
- f. approve the accounts of the previous fiscal year,
- g. dissolve the Association,
- h. elect and appoint the members of the Managing Committee, except those appointed by the Coordinating Communities.

Article 13. Frequency of General Assemblies, Notification, Agenda and Minutes

The General Assembly shall meet at least once every year, as determined by the Managing Committee, and be chaired by the Secretary General. The Managing Committee may call for a special General Assembly at any time whenever it is in the interests of OpenPEPPOL, on notice of only two weeks. A majority (50%+1) of the Members can require the Managing Committee to call a special General Assembly. Procedures for Member petitions for special General Assemblies under this article will be set out in the OpenPEPPOL Internal Regulations.

Members shall be notified of a General Assembly one month in advance, in writing or electronically, by the Secretary General on behalf of the Managing Committee. Notifications shall inform Members of the date, venue, time and agenda. The Managing Committee shall determine the agenda for meetings of the General Assembly, but all proposals, presented in writing to the Secretary General and signed by at least by three Managing Committee Members, shall also be placed on the agenda.

Minutes of each General Assembly shall be prepared by the Secretary General, ratified by the Managing Committee, and forwarded to Members within one month. The agendas, minutes, voting records, and related papers, reports and accounts, shall constitute part of the formal Records of the Association.

Any General Assembly, other than the statutory General Assembly that meets every year, could be held virtually by electronic means. The notification will show the agenda, date, time and place of the Assembly as well as relevant information to enable Members and Observers to participate. When

the Assembly has gathered electronically the Minutes shall be ratified by the Secretary General, and forwarded to Members within one month.

Further operational details about the procedures to be run according to the provisions of this article may be set up in the OpenPEPPOL Internal Regulations

Article 14. Decision Making at the General Assembly

The only items subject to decision making shall be those on the agenda unless Members attending agree, by simple majority to consider an issue not on the agenda, with the exception of issues specifically mentioned in this article.

Meetings of the General Assembly shall require a quorum of 50%, either through attendance or valid representation. In case a 50% quorum is not reached, the attending Members can call for a second Assembly which may validly debate the items on the agenda regardless of the number of Members attending or validly represented. Notwithstanding the procedure and notification period of one month for calling a meeting of the General Assembly as described under article 23, the notification period to be observed for calling such a meeting of the General Assembly without quorum requirements shall be at least one week instead of one month.

Decision making shall normally be by consensus. Should a consensus not be reached by the attending Members then the Secretary General, or any two Members present or represented, can submit an agenda item to a majority vote. In the case of parity the Secretary General shall have a casting vote. The General Assembly may only debate an alteration to the Statutes, or the dissolution of the Association, if such items are on the agenda, and if two thirds of the Members are attending or are validly represented. Should this quorum not be reached, the attending Members can call for a second Assembly which may validly debate such items, regardless of the number of Members attending or validly represented. Should a consensus not be reached then the Secretary General can submit the agenda item to a vote on which a two thirds majority shall be sufficient for a valid decision.

Alterations to the Statutes shall be ratified, when and where necessary, by Royal Decree, and published in the Annexes of the Moniteur Belge.

Further operational details about the procedures to be run according to the provisions of this article may be set up in the OpenPEPPOL Internal Regulations

Section VI. The Coordinating Communities

Article 15. Establishment of Coordinating Communities within the General Assembly

Each Member of the Association must upon admission choose to be part of one or more formal organisational units, which will constitute Coordinating Communities within the General Assembly. By choosing so, an OpenPEPPOL Member automatically becomes member of the chosen Coordinating Community or Communities.

The task of establishing and dissolving Coordinating Communities lies with the General Assembly, which will decide the number, the denomination and the scope of activities of such units. As an example, such Coordinating Communities may be established around the main areas of activity in OpenPEPPOL, such as:

- OpenPEPPOL Transport Infrastructure Coordinating Community
- OpenPEPPOL post-award Coordinating Community
- OpenPEPPOL eSignature and eID Coordinating Community
- OpenPEPPOL pre-award Coordinating Community

Each of the Coordinating Communities will be free to establish its own internal governance and decision-making process and will be required to appoint a representative of that Coordinating Community to the Managing Committee of the Association.

Section VII. The Managing Committee

Article 16. Appointment or Election and Resignation of Members of the Managing Committee

OpenPEPPOL is administered by a Managing Committee which acts as a board and is composed entirely of OpenPEPPOL Member representatives.

The General Assembly will decide the appropriate number for the Committee as well as whether some Managing Committee members may represent specific categories of OpenPEPPOL Members.

As a minimum, the Managing Committee shall be composed of the Secretary General and one representative of each Coordinating Community, which must be comprised by at least one Member. Beyond the aforementioned minimum composition, the Managing Committee may also comprise a maximum of two other members elected by the General Assembly.

Coordinating Community representatives to the Managing Committee shall be elected, selected or otherwise appointed by members of those Communities according to their internal governance and decision-making processes.

The General Assembly will elect the other members of the Managing Committee and shall seek equal gender balance, taking into account the Managing Committee members elected by the Coordinating Communities. Candidate members and their representatives shall be communicated, in writing, to the Association Members, normally through the Secretary General, and their election shall be put to vote at the General Assembly. Committee members and their representatives shall formally accept their election.

Managing Committee members may resign at any time, following which the Managing Committee has the option to nominate a replacement to serve until the next General Assembly.

Any Managing Committee member can be replaced or dismissed by means of a resolution adopted by the General Assembly in accordance with the rules for amendment or alteration of the Statutes of the Association as described under article 14.

Individual representatives of the Managing Committee members may be replaced at any time by the Member organisations that appointed them. Managing Committee members and their representatives may stand for more than one term of office.

The term of office for Managing Committee members is determined by the General Assembly and may not exceed two years. Nonetheless, after expiration or termination of their mandate, Managing Committee members remain in office until the meeting of the next General Assembly. Failure by the General Assembly to specify the term of office shall be construed as an election for a term of office of two years.

The detailed electoral and termination or dismissal procedures, including representation rules, where relevant and appropriate, will be set out in the OpenPEPPOL Internal Regulations.

Article 17. Frequency of Meetings of the Managing Committee, Notification, Agenda and Minutes

The Managing Committee shall normally meet every three months, but not less than twice a year. Meetings shall be chaired by the Secretary General. Members of the Managing Committee shall be notified of a Meeting at least one week in advance, in writing or electronically, by the Secretary General. Notifications shall inform Members of the date, venue, time and agenda. For especially urgent matters, the Secretary General may call Managing Committee members to an emergency meeting on a notice of 3 days.

The Secretary General shall determine the agenda for Meetings of the Managing Committee, but all proposals, in writing and signed by a Managing Committee member, shall also be placed on the agenda. Minutes of the Meetings of the Managing Committee shall be prepared by the Secretary General or a person appointed by the Secretary General, and circulated to all Members within one month. The agendas, minutes, voting records, and related papers, reports and accounts, shall constitute part of the formal Records of the Association.

Any Meeting of the Managing Committee could be electronic, provided that no Managing Committee member signifies his disagreement in advance. The notification will show the agenda, date, time and place of the Committee Meeting as well as relevant information to enable Managing Committee members to participate.

Further operational details about the procedures to be run according to the provisions of this article may be set up in the OpenPEPPOL Internal Regulations

Article 18. Decision Making at Meetings of the Managing Committee

The only items subject to decision making shall be those on the agenda unless all Members attending agree to consider an issue not on the agenda.

Meetings of the Managing Committee shall require a quorum of 50% either through attendance or valid representation.

Decision making shall normally be by consensus. Should a consensus not be reached then the Secretary General can submit an agenda item to a majority vote. In the case of parity the Secretary General shall have a casting vote.

Subject to the agreement of the attending Members at a Meeting of the Managing Committee, an absent Member may participate in the proceedings and any votes electronically.

Further operational details about the procedures to be run according to the provisions of this article may be set up in the OpenPEPPOL Internal Regulations

Article 19. Responsibilities of the Managing Committee

The Managing Committee is responsible for the administration of the affairs of the Association and the promotion of its purposes. It holds all the powers of representation not specifically reserved for the General Assembly by law or these current Statutes.

In an emergency the Managing Committee can take a provisional decision on matters that would normally lie within the responsibilities of the General Assembly. Such a decision will stand until it is reported in writing to the next meeting of the General Assembly and will have to be ratified by the General Assembly.

The Managing Committee is responsible for,

- a. considering and determining applications for membership and related procedures, including Member withdrawal, disqualification and censure,
- b. considering and determining applications for Observer status, and setting out the entitlements and responsibilities of Observers,
- c. determining the amount of the subscription fee and the required date of payment thereof for each Membership type and for the OpenPEPPOL Observers
- d. setting out a broad programme of activities and initiatives for the forthcoming two years to further the purposes of the Association, for consideration by the General Assembly,
- e. thereafter, implementing the approved programme and taking other appropriate action to promote the purposes of the Association,
- f. setting out and approving a budget for each forthcoming year, for consideration by the General Assembly,
- g. thereafter, authorising, controlling and monitoring expenditure in accordance with the approved budget, and keeping accounting and other related records,
- h. disqualifying any Member according to provisions in article 7,
- i. establishing a savings fund, in accordance with the law, in order to cover any future expense, exceptional or not.
- j. electing and appointing the Secretary General,
- k. defining, contracting and directing the services of the Secretary General's Operating Office and other appropriate executive or administrative positions and support services, after recommendations by the Secretary General
- l. defining, contracting and directing the services of an external Auditor,
- m. representing OpenPEPPOL
- n. establishing Internal Regulations according to the provisions of these Statutes
- o. establishing internal working groups which will perform specific work undertaken by the Association or which will otherwise advance its purposes, determining their scope of activities and in general overseeing their work.
- p. generally furthering the purposes, activities and initiatives of OpenPEPPOL.

Expenditure may only be authorised, and liability incurred, in accordance with the approved budget and the decisions of the Managing Committee at Meetings.

Further operational details about the procedures to be run according to the provisions of this article may be set up in the OpenPEPPOL Internal Regulations

Article 20. Delegations

The Managing Committee may, as part of its exclusive responsibilities, delegate part of its powers to one or several of its Members, to the Secretary General, and to one or several of the staff of the Association. In particular, the Committee may delegate the daily administration and management of the Association.

The Managing Committee may also delegate the authority to authorise and incur expenditure up to a defined limit to the Secretary General and/or the Secretary General's appointed representative.

Article 21. Representation

Representation in law, as plaintiff as well as defendant, may be conducted in the name of the Association by either the Secretary General or the Secretary General's appointed representative, acting alone, or by anyone appointed for the purpose by the Managing Committee acting in accordance with the powers granted to that person by the Managing Committee.

Article 22. Personal Liabilities

Managing Committee Members may act on behalf of OpenPEPPOL, but their liability shall only extend to the implementation of their mandate. They shall not be liable for the liabilities or financial obligations of the Association.

Section VIII. The Secretary General

Article 23. Function and Responsibilities of the Secretary General

The Secretary General is the highest authority of the Association between General Assemblies. The Secretary General is elected by the Managing Committee. The Secretary General may stand for more than one term of office.

The Managing Committee has the power to elect and appoint the Secretary General and shall determine his term of office, which may not exceed two years. Nonetheless, after expiration or termination of his mandate, the Secretary General remains in office until the next Managing Committee meeting which can also be called on purpose to appoint a replacement. Failure by the Managing Committee to specify the term of office shall be construed as an election for a term of office of two years. The electoral procedures, including voting by electronic means and/or casting absentee votes, shall be set out in the OpenPEPPOL Internal Regulations.

The Secretary General may resign at any time, though he shall remain in office until the meeting of the next Managing Committee, which may be called on purpose, to appoint a new one.

The Secretary General can be replaced or dismissed by means of a resolution adopted by the Managing Committee

The responsibilities of the Secretary General include,

- a. promoting the purposes and the approved programme of activities and initiatives of the Association,
- b. taking action on behalf of the Association as directed by the General Assembly and/or the Managing Committee at Meetings which are minuted,
- c. chairing the Managing Committee,
- d. implementing the decisions of the General Assembly and the Managing Committee, supervising the executive and administrative officers and personnel who may be undertaking day-to-day tasks of running the Association and otherwise supporting its function
- e. representing the Association in accordance with Article 21, all of which is under the authority and exclusive responsibility of the Managing Committee.

The Secretary General is accountable to the Managing Committee regarding the implementation of the mandate given by the Managing Committee.

The Secretary General is supported in the day to day management of the Association and in the implementation of decisions taken by the General Assembly and the Managing Committee by an Operating Office.

The composition, staffing, scope of services, responsibilities and budget of the Secretary General's Operating Office are determined by the Managing Committee, in accordance with the purposes of the Association and its annual budget approved by the General Assembly.

The Secretary General may, as part of its exclusive responsibilities, delegate part of its functions to one or more individuals working for the Association or to one or several of its staff. In particular, the Secretary General may delegate tasks related to daily administration and management of the Association, the undertaking of particular tasks that fall within the Secretary General's mandate, or the representation of the Association.

Further operational details about the procedures to be run according to the provisions of this article may be set up in the OpenPEPPOL Internal Regulations

Section IX. Fiscal Year, Financial Management and Language

Article 24. Fiscal year and Accounting

The fiscal year starts on 1 January and ends on 31 December of the same calendar year.

Article 25. Financial Operation

In accordance with Article 19, expenditure beyond that delegated to the Secretary General under Article 20 may only be incurred with the joint signature of any two of the Secretary General and an appointed representative of the Treasurer or an appointed representative of the Managing Committee, up to a maximum sum agreed by the Managing Committee.

Article 26. Treasurer

Financial support services shall also be provided by a Member of the Association, designated as Treasurer. The Treasurer will,

- control and monitor the accounting systems of the Association,
- approve counter signature arrangements for expenditure,
- prepare and present accounts for the Auditor, the General Assembly and Meetings of the Managing Committee.

Additionally, as required by Belgian law in fulfilment of any obligation for the status and certification of an AISBL, the Treasurer will prepare all required budgets and accounts.

Article 27. Language

The working language of OpenPEPPOL AISBL is English. The bylaws and other formal documents regarding the Association are translated into French. In case of conflict the English documents prevail.

Section X. Dissolution and Liquidation

Article 28. Dissolution

Notice of intent to dissolve the Association shall be circulated to Members no less than 120 days prior to the meeting of the General Assembly at which a resolution to dissolve the Association is to be voted upon.

In the event of the voluntary dissolution of the Association, the General Assembly or, by default, the competent court, will appoint official receivers to define the entitlements of any creditors and the liquidation of the assets of the Association. The General Assembly or the competent court will define the powers and terms of remuneration of the receivers.

Any remaining financial assets after the settlement of all debts will be distributed to one or several not-for-profit organisations, as determined by the General Assembly, in further pursuit of the purposes and activities of OpenPEPPOL.