

Statutes of the STA



Smart Ticketing Alliance
Brussels, 19th of April 2024

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I. ASSOCIATION AND OBJECTIVES

Article 1 Name and Seat, Offices, Duration

- 1.1** The present articles of association (the "Articles") shall govern a body as an international non-profit association under Belgian law (AISBL) as per the provisions of Book 10 and any other provisions applicable to international non-profit associations of the companies and associations Code of March 23, 2019.

The name of the association is "Smart Ticketing Alliance" (hereafter referred to as "the STA" or the "Association"). All documents, invoices, announcements or publications emanating from the Association shall mention its name preceded or followed immediately by the words "*association internationale sans but lucratif*" in French or "*internationale vereniging zonder winstoogmerk*" in Dutch or the abbreviation "AISBL" or "IVZW", as well as the address of its registered office.

- 1.2** The seat of the STA is in the Brussels Capital Region, Rue Sainte Marie, 6, 1080 Brussels, Belgium. The Board may transfer the registered office to another location in the Brussels Capital Region by a simple decision. A transfer of the registered office to another address in Belgium outside the Brussels Capital Region shall require a decision of the General Assembly.
- 1.3** The Association may have offices or branches in other countries.
- 1.4** The Association is established for an unlimited duration.
- 1.5** Reference to „*written*“ or „*in writing*“ shall, unless otherwise specified, be construed as including references to printing (fax, telex, photocopy), electronic mail and any other modes of representing or reproducing words in a visible and legible form.
- 1.6** References to any gender shall include the other and words in the singular include the plural and vice versa.

Article 2 Objectives

- 2.1** The STA is a non-profit distributing organisation and shall have the following objective:
- Promote and facilitate cooperation between national and regional Smart Ticketing schemes to establish interoperable "Smart Ticketing" in Europe and elsewhere.
- 2.2** In pursuit of this objective, the STA shall, in particular (but not only), carry out the following activities:
- 2.2.1** Develop, establish, agree and publish the functional and technical requirements for smart ticketing interoperability

- 2.2.2** Pursue the establishment of trust schemes, specifications and certification for seamless travel between schemes with different standards
- 2.2.3** Cooperate with other European and international bodies to promote interoperability in Smart Ticketing
- 2.2.4** The taking of such other actions as may be necessary, suitable or proper for the accomplishment of the foregoing objectives. To that effect, STA shall have the right to develop, lend its support to, or take an interest in, alone or in collaboration with third parties, directly or indirectly, all activities related, directly or indirectly, to its purpose or that would foster directly or indirectly the accomplishment of its purpose.

II. MEMBERS

Article 3 Members

- 3.1** The STA has two categories of Membership: Full Members and Associate Members. The Association will have at least two Full Members at all times.

The Full Members consist of the founding Full Members and the non-founding Full Members. Full Members who first became a member of the Association prior to August 1st, 2015 are assimilated to founding Full Members and are subject to the same regulations as other founding Full Members.

- 3.2** Full Members

- 3.2.1** Subject to Article 4.1 hereof, full membership is open to:

- a. national and international e-ticketing scheme providers
- b. authorities (incl. ministries) responsible for public transport
- c. public transport organisations
- d. public transport associations and organisations consisting of public transport organisations and/or public transport associations.

- 3.2.2** Public transport refers to regular and scheduled group travel systems for the general public, operated on established routes and by licensed providers.

- 3.2.3** Without prejudice to other rights set out in these Articles, the Internal Regulations, the decisions of the General Assembly or the law, the Full Members have the right to participate in the General Assemblies' meetings, with the right to speak and vote on any issues submitted to the General Assembly, to elect and be elected for the bodies of the Association (as the case may be, through their representatives), to examine the accounts, documents and books concerning the activities of the Association.

3.3 Associate Members

3.3.1 Associate Membership is open to companies and organisations [active in the area of "smart ticketing" for transportation services], provided they are accepted by the Board and commit to comply with these Articles, the Internal Regulations, the decisions of the Association's bodies and the law.

3.3.2 Associated Members may participate in Working Groups. Associated Members shall be allowed to attend meetings of the General Assembly as observers but shall have no voting rights. The rights of Full Members described in the present Articles of Association do not apply to Associate Members. The rights and obligations of Associate Members may be amended without their consent.

3.4 All Members shall have the following obligations:

3.4.1 foster the objectives of the Association and take part in the activities necessary to carry out the purpose of the Association as applicable;

3.4.2 pay the applicable dues when due and payable;

3.4.3 comply with the Articles, the Internal Regulations, the decisions of the Association's bodies and the law.

Article 4 Admittance and Termination of a Member's Membership

4.1 Request for Membership shall be made by using the STA application form online or in a printed version to be sent to the association. The application shall include:

- a. the name and address of the applicant;
- b. a declaration related to the desired type of membership (Full Member or Associate Member);
- c. a declaration that the applicant will fully accept and comply with the Articles, the Internal Regulations and the decisions of the Association's bodies.

The Board possesses the authority to determine the applicant's membership status, deciding whether to grant the requested membership or deny the application altogether.

4.2 A Member's membership shall terminate by resignation or expulsion, after which the Member shall lose all rights associated with the membership of the STA.

4.2.1 Any Member may resign from the STA at any time by giving signed written notice by registered letter addressed to the Board of Directors. Resignation of a Member may take effect only at the end of a financial year and with due observance of a term of notice of at least four weeks.

- 4.2.2** Any member who (i) no longer meets the requirements for membership laid down in the Articles, (ii) fails to fulfil its obligations towards the STA (including, for the avoidance of doubt, the obligation to comply with the Articles, the Regulation, decisions of the STA's bodies and the law), (iii) fails to pay its dues within 15 days of a formal notice to do so, or (iv) acts in a manner which is damaging to the interests of the Association, may be expelled by a decision of the Board in accordance with Article 4.2.3 below.
- 4.2.3** Expulsion shall be subject to a decision of the Board upon a qualified majority of 2/3 of of the votes cast provided 2/3 of the members of the Board are present or represented. The decision of the Board will take effect from the date it is made. Prior to the decision, the Member, whose membership is to be terminated, shall be notified by registered post at least 15 calendar days in advance and have the opportunity to communicate its views about the envisaged expulsion either by oral or by written statement to the Board. The decision does not need to be justified and is final.
- 4.3** The event of termination of membership for whatever reason does not absolve the leaving member from fulfilling their dues for the year in which the membership is terminated, nor does it grant the leaving member any entitlement to seek damages resulting from the termination.

III. GENERAL ASSEMBLY AND THE BOARD

Article 5 Bodies of the Association

- 5.1** The bodies of the Association are:
- the General Assembly;
 - the Board.
- 5.2** Upon a decision by the Board, the organisational structure of the Association may further include:
- Working Groups;
 - a secretary (the "Secretary") and staff to support the Board in its tasks.

Article 6 General Assembly

- 6.1** The General Assembly is composed of all Full Members. A General Assembly shall be convened at such time and place as the Board may in its discretion elect and at least once a year. Members may take part in the General Assembly remotely by electronic means. Each Member and Associated Members shall receive a written notice, containing the agenda and all relevant information, at least 30 days prior to the Assembly. By decision of the Board and excluding the approval of the annual accounts, STA's General Assembly may take written decisions concerning STA's affairs in accordance with these Statutes and the Internal Regulations or by tele- or videoconference held in accordance with these Statutes and the Internal Regulations.
- 6.2** The Board shall convene a General Assembly on request of not less than one-tenth of the Full Members or on request of any founding Full Member(s).
- 6.3** Full Members and Associate Members have the right to attend General Assemblies. Members must be represented at the General Assembly by a natural person duly authorized to that end, as satisfactorily evidenced in writing. A Full member may authorize another Full Member to represent it at the General Assembly by way of proxy. A proxyholder may represent more than one other Full Member simultaneously.
- 6.4** Any Member may raise in writing addressed to the Chair person of the Board and sent at the latest fifteen (15) calendar days before the General Assembly any STA related issue to be included in the agenda before any General Assembly.
- 6.5** The General Meeting shall have the following powers:

 - 6.5.1** The Appointment of the members of the Board;
 - 6.5.2** The approval of the annual accounts and the adoption of a budget upon proposal of the Board;
 - 6.5.3** The approval of any change in the formula for dues or the amount of dues.
 - 6.5.4** The dismissal of members of the Board;
 - 6.5.5** The dissolution of the STA; and
 - 6.5.6** The amendment of the Articles.
- 6.6** Resolutions relating to Articles 6.5.4 to 6.5.6 may only be adopted by a qualified majority of not less than 2/3 of the votes cast.

Article 7 Proceedings at General Assembly

- 7.1** No business, belonging to the powers of the General Assembly, shall be transacted at any General Assembly unless it is quorate. Unless otherwise provided by these Articles, a General Assembly shall be quorate when more than one third of the Full Members are present (through their authorised representative) or represented (by another Member acting on the basis of a power of attorney). When this quorum is not reached, a new meeting of the General Meeting must be called in accordance with Article 6 and consisting of at least two Full Members.
- 7.2** Unless otherwise provided by these Articles, all resolutions of the Members at General Assemblies shall be adopted by a simple majority of the votes cast (which must include the votes of three founding Full Members).
- 7.3** The General Assembly may not deliberate about items which are not included in the agenda unless with the unanimous agreement of all Members present or represented.
- 7.4** Minutes of the General Assembly, in particular the decisions taken, will be established by the Secretary and signed by the Chair person. Copy of the minutes shall be at the disposal of and will be sent to the Members upon written request.

Article 8 Votes

- 8.1** The founding Full Members have one vote each.
- 8.2** Non-founding Full Members have one vote each. In the situation that there are more than one non-founding Full Member from one country, these members will have in total together one vote.
- 8.3** Associate Members have no vote.
- 8.4** For all decisions of the General Assembly:
- 8.4.1** Abstentions shall not be taken into account and, in the case of a written vote, blank and mutilated votes will not be counted in the votes cast;
 - 8.4.2** All votes will be taken by a show of hands, unless the person chairing the meeting or a Full Member requests a written vote (secret ballot) or provides for an alternate method of voting such as voice vote by telephone;
 - 8.4.3** Minority positions will be reflected in the minutes upon request only;
 - 8.4.4** The Chair person has a casting vote in case of a tied vote.
 - 8.4.5** The resolutions passed at the General Assembly or adopted in writing shall be binding on all Members, including those absent or dissenting.

Article 9 Action by Written Resolution

Decisions required or permitted to be taken at a General Assembly may be taken without a physical General Assembly being held if the decision is approved by a written resolution of the Members (communicated to the Members by post, fax or email or any other means of communication) and signed by all Full Members, in a voting process set out in the Internal Regulations. The decisions taken by written resolutions are considered to be taken at the registered office of the STA and shall come into force on the date mentioned in the written resolutions.

Article 10 Constitution of the Board and meetings

- 10.1** There shall be a Board consisting of five (5) natural persons as a minimum and eleven (11) natural persons as a maximum, four (4) of which shall, in any event, be appointed upon proposal of each of the founding Full Members and the remaining of which shall be elected among a list of candidates proposed by the other Full Members. The members of the Board shall be appointed for a renewable term of three years. Unless specifically decided otherwise by the General Assembly, the mandate of a member of the Board is not remunerated.
- 10.2** The Board shall appoint the Chair, the Vice Chairs and the Treasurer from amongst the members of the Board.
- 10.3** The entitlement of a Full Member to propose candidates to sit on the Board shall cease:
- 10.3.1** Upon notice in writing from a Full Member that it no longer wishes to be represented on the Board; or
- 10.3.2** Upon the relevant Full Member ceasing to be a Member of the STA by any resignation or expulsion.
- 10.4** A member of the Board shall automatically cease to be such:
- 10.4.1** Where the Member that proposed him for the appointment as Board member loses its entitlement to representation on the Board in accordance with Article 10.3;
- 10.4.2** Where the General Assembly determines that (i) the individual representative no longer fulfils the eligibility requirements; (ii) the individual representative is expelled from the Board as a result of a violation of the Articles, the Internal Regulations, decision of the Association's bodies or the law; or (iii) without cause, upon proposal supported by 2/3 of the votes cast in a decision of the Board;
- 10.4.3** Upon resignation of the individual representative from the Board; or
- 10.4.4** By termination of the employment contract or other relevant legal relationship between the Board member and the Member by which his/her appointment was proposed.

- 10.5** In the event that a vacancy occurs (including as a result of a resignation), a new member of the Board may be appointed by the Board in accordance with the Internal Regulations and in compliance with the rules regarding the proposal of Board members set out in Article 10.1 above. The new member of the Board shall perform the mandate for the time remaining of the term of the replaced member of the Board. Such vacancy shall be filled as soon as possible and meanwhile the Board shall continue to be properly constituted in accordance to these Articles.
- 10.6** Further details concerning the meetings of the Board are provided in the Internal Regulations.

Article 11 Powers and Duties of the Board and Secretary

- 11.1** All powers other than those of the General Assembly listed in these Articles shall vest in the Board unless otherwise delegated by virtue of these Articles to any other body or person or by the Board from time to time.
- 11.2** The Board shall be accountable to the General Assembly and shall keep the Members appropriately informed as to its activities. The Board shall be charged with the management of the STA in all its affairs, subject to the limitations of the law and these Articles, and shall have the authority to perform all legal acts which are within the STA's objectives. While retaining its responsibilities to the Members, the Board shall have the right of delegation with respect to its powers and duties to any body or person as it decides.
- 11.3** Role and Responsibilities of the Secretary:
- 11.3.1** The Board may, under its supervision, delegate specific tasks as set out in a specific power of attorney to the Secretary, which may be a natural person or a legal entity. The Secretary may not be appointed from amongst the members of the Board.
- 11.3.2** The Board shall have the right to appoint and replace the Secretary from time to time in accordance with these Articles and the Internal Regulations. The appointment and resignation of the Secretary is published in accordance with the provisions of the law.
- 11.3.3** The Secretary shall be entitled to be convened and attend all meetings of the Board. He/she may express his/her opinion but may not cast a vote.
- 11.3.4** In the fulfilment of its tasks, the Secretary may be supported by staff (secretariat) managed by the Secretary within the limits of his powers. Secretariat functions may also be performed by a third party, as may be decided by the Board. The staff of the secretariat may attend the meetings of the bodies of the Association and support the organisation of meetings under the supervision of the Board.
- 11.4** Upon decision of the Board and under its responsibility, committees or working groups may be formed with an advisory role on specific issues ("**Working Groups**"). The composition and operation of the Working Groups are set forth in the Internal Regulations.

Article 12 Powers of Legal Representation

12.1 Without prejudice to the Board's powers pursuant to Article 11, the STA shall be legally represented towards third parties and in court by the following persons who shall not be obliged to offer proof to third parties of a prior decision of the Board:

12.1.1 By the Chair person acting alone:

12.1.2 By two members of the Board, acting jointly;

12.1.3 By the Secretary of the STA and such other authorised signatories as a may be appointed by the Board within the limits of their respective power-of-attorney

IV. FINANCIALS

Article 13 Funds

The income and property of the STA, wherever derived, shall be applied solely for the promotion of the objectives of the STA as set forth in these Articles and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the STA, provided that nothing herein shall prevent the payment, in good faith, or reasonable and proper remuneration to and/or reimbursement of expenses incurred by any officer or servant of the STA or Member in respect to the performance of duties on behalf of or the benefit of the STA.

Article 14 Financial Year, Annual Accounts and Report

14.1 The financial year of the Association shall commence on 1 January and end on 31 December of each year.

14.2 The financial statements and the budget shall be submitted for approval to the General Assembly in accordance with Article 6.5.2, together with the annual report and, if applicable, the auditor's report.

Article 15 Auditor

15.1 When required by law, the audit of the financial situation, the annual accounts and the verification that the transactions set out in the annual accounts comply with the legal requirements or the Articles shall be entrusted to one or several auditors, appointed amongst the members of the Institute of Auditors ("*Instituut der Bedrijfsrevisoren*")/ "*Institut des Reviseurs d'entreprises*"). The General Assembly shall appoint the auditor.

15.2 The auditor shall produce a report on his audit examination to be submitted to the General Assembly ahead of the meeting convened to approve the financial statements in accordance with Article 6.5.2 above.

Article 16 Financial Matters

16.1 All financial transactions of the STA shall be carried out in accordance with financial procedures adopted by the Board.

16.2 The liabilities and obligations of the STA may be enforced against its assets only, and no Member shall have any individual liability for any liabilities or obligations of the STA. A Member's liability vis-a-vis the STA is limited to the payment of its dues.

16.3 Subject to the Internal Regulations, all expenditures outside the approved annual budget shall be referred in advance for approval to the Board or an appropriate committee or subcommittee thereof.

V. MISCELLANEOUS

Article 17 Amendment of the Articles

17.1 Unless otherwise provided for in these Articles, these Articles shall be amended only by a resolution of the General Assembly or by written resolution in accordance with these Articles (Art. 9) subject to a specific quorum requirement of at least two-thirds of the voting rights present or represented and a qualified majority of at least 2/3 of the votes cast. Motions proposing amendments to the Articles shall not be voted on unless these are attached to the notice calling the meeting.

17.2 Unless otherwise provided for, an amendment to the Articles shall become effective immediately upon the passing of a resolution to that effect.

17.3 Where any changes have been made to the Articles in accordance with Article 17.1, any corresponding changes to the Internal Regulations necessitated by such changes to the Articles and which are merely editorial in nature may be made by the Board without the need for approval by the General Assembly.

Article 18 Dissolution/Liquidation

18.1 Without prejudice to any mandatory provisions of the Belgian law as may be in force at the relevant time, the STA may be dissolved by a decision of the General Assembly subject to the quorum and majority requirements set out in Article 17.1. The Board shall be entrusted with the liquidation of the Association, unless the General Assembly decides otherwise.

18.2 In the case of liquidation or annulment of the Association or the discontinuation of its non-profit purposes, the Board will decide on the allocation of the remaining assets of the Association to a non-profit purpose in accordance with the law.

Article 19 Internal Regulations

19.1 The Board may modify or amend the Internal Regulations on any matters for which it is empowered.

19.2 A copy of new or revised Internal Regulations shall be made available to the Members.

19.3 The Internal Regulations shall not be contrary to the Articles. In the event of a conflict between the Articles and the Internal Regulations, the Articles shall prevail.

Article 20 Language

20.1 These Articles shall be written in the French and English languages. The language used for the official documents and relations with Belgian authorities shall be French. In case of dispute relating to the Articles between Members, the official published French version shall prevail. Towards third parties, the official published French version is the only relevant version.

20.2 English shall be the working language of the STA and all Permanent Reference Documents shall be in the English language as far as no other language is prescribed by law. When the original version of a STA document is not in English a translation into English language shall be made available by the STA to its Members.

Article 21 Applicable law & Liability

21.1 These Articles, the Internal Regulations and/or any decision of the Association's bodies shall be governed by the laws of Belgium, in particular Book 10 of the Code of Companies and Associations.

21.2 All disputes arising in connection with these Articles, Internal Regulations and/or any decision of the Association's bodies shall first be submitted to mediation in accordance with the Rules of the International Chamber of Commerce by a mediator. The place of mediation shall be Brussels. The mediation procedure shall be conducted in the English language.

21.3 If the parties are unable to resolve such dispute within [30] calendar days of its referral to the mediator under Article 21.2, then the dispute shall be submitted to the courts of the judicial district of Brussels.

- 21.4** Each Member acknowledges and agrees that the STA, its Secretariat, consultants engaged from time to time by the STA, Members, the members of the Board and the members of Working Groups (together, "Participant(s)") shall be immune from all liability in respect of any loss or damage suffered by a Member in reliance on any advice or information in whatever form, published or given by such Participant(s) to other Participant(s).
- 21.5** Notwithstanding the foregoing, such immunity shall not apply to any advice or information where (i) the applicable provisions of the documentation expressly exclude such immunity; or (ii) is clearly and objectively evident from the circumstances that the Participant rendering the advice or information knows and intends that the other Participants would rely on such information or advice and that such reliance was justifiable under the circumstances.