



# STATUTES OF THE OEI-EEIG

CONSOLIDATED  
AS OF 20 APRIL 2005

**OEI-EEIG**  
**Organisation of European Cancer Institutes**  
**European Economic Interest Grouping**

OEI Office: c/o Fondation Universitaire  
11 Rue d'Egmont 1000 Brussels (BE)  
Phone: +32-2 512 01 46  
Email: [oei@skynet.be](mailto:oei@skynet.be)  
<http://oei.org>

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## CONSOLIDATED STATUTES

### DEFINITIONS (not part of the Statutes)

In this document:

- "EEC REGULATION 2137/85" shall mean "REGULATION (EEC) 2137/85 of 25 July 1985 on the European Economic Interest Grouping of the Council of the European Communities";
- "EEIG" shall mean European Economic Interest Grouping ;
- "Statutes" shall mean the "Statutes of the OEI-EEIG" (this document);
- "Internal Regulation" shall mean the "Internal Regulation of the OEI-EEIG" (a separate document);
- "Agreement" shall mean the combined set of dispositions set out in the "Statutes" and in the "Internal Regulation";
- "Grouping " shall mean the "OEI-EEIG";
- "Board" shall mean the "Executive Board of the OEI-EEIG";
- "Office" shall mean the "OEI-EEIG Office in Brussels",
- "Member" (unqualified) shall always mean "Full Member" and refer to full membership as per Article 6.1 of the present Statutes. The term "Member" is qualified (as in "Associate Members") where necessary to avoid confusion between the various categories of membership.

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### ARTICLE 1 : FORM AND NAME

The "Organisation of European Cancer Institutes European Economic Interest Grouping " or "OEI-EEIG " (hereinafter called "the Grouping ") is hereby established. The Grouping will be regulated by the provisions of REGULATION (EEC) 2137/85, by the Belgian law and by the present Agreement.

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### ARTICLE 2 : REGISTERED OFFICE

The registered office of the Grouping is at Rue d'Egmont 11, 1000 Brussels, Belgium.

The registered office of the Grouping may be transferred within Belgium, by decision of the General Assembly. It may be transferred anywhere within the Community in accordance with the conditions contained in Articles 13 and 14 of EEC REGULATION 2137/85.

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### ARTICLE 3 : DURATION

The Grouping is created for an unlimited duration.

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### ARTICLE 4 : OBJECT

The ultimate objective of the Grouping is the development of oncology in Europe for reducing mortality and morbidity due to cancer and increasing survival and quality of life of the patients. Therefore, the model of oncology must be based on a global vision of the cancer problem emphasizing the integration of research and education with diagnosis, prevention and care to promote the development of comprehensive and multidisciplinary organization within the European Cancer Institutes.

With a view to simplifying and developing the scientific, educational and economic activities of its Members, to improving the conditions and increasing the outcomes, the object of the Grouping is mainly: information, training, research, treatment, care, rehabilitation, drafting of guidelines, data storage and evaluation, cost-benefit, clinical and pre-clinical research, telemedicine and telematics, education, communication,

accreditation, 'labelisation' (marking), translational research, epidemiology and the ethical and social aspects in the cancer area.

To this effect, the activities of the Grouping are in particular:

- to actively seek for funds in order to realize the object of the Grouping;
- to sign every agreement and, more generally, to co-ordinate and/or manage every project assigned by the European Commission or by any regional, national or international entity, public or private, including donations;
- to represent Members' interests with regard to European or international Institutions;
- to spread and exchange data and scientific and economic experiences;
- to assist its Members in carrying out their activities.

The activity of the Grouping has to refer to the activities of its Members and shall be auxiliary to the members themselves.

#### ARTICLE 5 : FINANCING

The revenues of the Grouping are constituted by the annual fees of its Members and by subsidies of private persons or firms, public or private, national, European or international.

The Grouping may also be funded by payments received for services provided by the Grouping to its Members or to third parties.

The amount of the annual fees shall be adopted by the General Assembly. Rules on financial contribution are laid down in the Internal Regulation.

#### ARTICLE 6 : MEMBERSHIP

The General Assembly may decide to establish as appropriate, categories of "Associate Membership" other than the membership pursuant to Article 6.1 herein.

For all categories of Associate Membership so established, the General Assembly shall determine the applicable membership conditions, procedures and fees.

##### 6.1 Members

Any European cancer Institute and Institution active in the area of cancer, including research, prevention and care, and which fulfils the conditions provided for in Article 4 of EEC REGULATION 2137/85 of 25 July, 1985 on the creation of an European Economic Interest Grouping, may become Member of the Grouping (hereinafter called a "Member").

Each Member holds a share without nominal value and is jointly and unlimitedly liable for any debt incurred by the Grouping.

Until the conclusion of the winding-up of the Grouping, creditors may only claim from a Member the payment of a debt after having demanded payment from the Grouping. Each former Member of the Grouping shall continue to be liable for debts incurred during the period in which it was a Member. A new Member shall be liable for debts incurred before its admission to the Grouping, unless decided and acted otherwise by the General Assembly at the time of admission.

The rights and obligations of the Members not determined by the present Statutes are provided for in the Internal Regulation.

##### 6.2 Associate Members

Any Cancer Institute or Institution, any organization including those composed by two or more members, any private person or firm active in cancer research or care or in related sectors established in a EU Member State or elsewhere, may be an "Associate Member" of the OEI (hereafter called "Associate Member").

Any Associate Member from a State which has applied for accession to the European Union, shall have the right to choose to become Member of the Grouping from the moment of their State accession to the European Union, in accordance with the conditions set out in Article 6 herein.

The Associate Members are not liable with respect to third-parties for the affairs of the Grouping. The Associate Members are liable to the Grouping for what concerns the contractual commitments they may have taken to the Grouping.

### 6.3 Admission of Members

Applications for admission to the Grouping either as a 'Member' or 'Associate Member' shall be made in writing.

An applicant that fulfils the conditions to become a "Member" in accordance with Article 6.1 herein shall mention in its application whether it wants to become a "Member" or an "Associate Member" of the Grouping.

Each applicant shall provide all information requested to evaluate its application and shall be recommended by at least two Members of the Grouping. The applicant shall produce its statutes, official evidence of establishment and registration (date, location) and other relevant information (such as internal membership, if applicable) as required by the Grouping.

The General Assembly shall decide upon recommendation of the Executive Board by unanimous voting on the application for admission of Members and, by simple majority voting, on the application for admission of Associate Members.

### 6.4 Expulsion of Members

May be expelled any Member or Associate Member which acts against the interests of the Grouping, which does not fulfil its obligations imposed by this Agreement or by the Internal Regulation or which causes serious problems for the functioning of the Grouping.

In the case of a complaint regarding the breach of an obligation prescribed by this Agreement or by the Internal Regulation, lodged by one of the Members, the Executive Secretary or the President against a Member, such complaint shall be immediately notified to the party concerned and to the General Assembly. A General Assembly shall be immediately convened, by proposition of the President, the Executive Secretary or one of the Members. The expulsion shall be decided by the General Assembly, by a two-thirds majority vote. In the interest of the Grouping, the President may however exclude the Member concerned until the meeting of the General Assembly. The Member whose expulsion is proposed shall not be entitled to vote on the question of his expulsion. The expelled member, within one month from the date of the expulsion decision has been notified to him, may appeal by registered letter. The next General Assembly will decide on the appeal.

### 6.5 Resignation of Members

Any Member or Associate Member of the Grouping may resign at any moment, but shall inform, at least six months beforehand, the President by registered letter with copy to the Executive Secretary.

All resigning Members shall pay their fees due and honour all their commitments towards the Grouping. They also are responsible for executing their parts of pending contracts concluded by with the Grouping before their resignation and they continue to be liable, both towards third parties and towards the Grouping.

### 6.6 Loss of Membership

Incapacity, bankruptcy, winding-up, dissolution, resignation or expulsion of a Member or Associate Member gives rise to the loss of membership. Nevertheless, the Grouping is not dissolved and continues amongst the remaining Members.

## ARTICLE 7 : STRUCTURE AND FUNCTIONING OF THE GROUPING

The organs of the GROUPING are:

- the General Assembly, and
- the Executive Board.

### 7.1 General Assembly

#### 7.1.(a) Composition

The General Assembly is composed of all the Members of the Grouping. The General Assembly is validly constituted if the quorum of half plus one of the Members is reached.

Each Member is represented either by its legal representative or by proxy, preferably by its scientific or medical director. The proxy shall hold a written power of attorney signed by the legal representative and be able to prove his identity to the President.

The General Assembly may decide on every matter connected to the Grouping's activities and take all decisions in order to achieve the objectives of the Grouping.

### 7.1.(b) Functioning and Powers

The General Assembly shall meet in ordinary session at least once a year within six months after the closing of the fiscal year. It shall meet either at the registered office of the Grouping or in one of the States represented by the members at the Grouping. The General Assembly shall be convened by the President or, in case he is prevented from doing so, by his substitute. The convocation shall be sent by registered letter, electronic mail or fax at least thirty (30) days before the meeting and shall indicate the agenda.

The annual General Assembly has the following powers:

- adoption of the annual accounts;
- approval of the annual report and of the tasks entrusted to the Executive Board;
- election of the President and of the Executive Board Members;
- adoption of the budget for the following year;
- determination of the membership fees.

The General Assembly shall meet in extraordinary session upon request of the President or of his substitute if prevented from doing so, and upon request of half plus one of the Members of the Grouping. Such request shall indicate the agenda. In this case, the President shall call the General Assembly within fifteen (15) days from the receipt of the request.

Where a Member is unable to attend a General Assembly, it may either appoint a proxy or send to the President its written decision on the points on the agenda.

The Manager and the Associate Members or invitees may attend the meetings of the General Assembly but are not entitled to vote.

The minutes of the General Assembly shall be signed by the President and the Executive Secretary.

The General Assembly may also be convened during a meeting in session where all the Members are present or represented.

The decisions of the General Assembly are binding to all the Members and Associate Members of the Grouping.

Generally, all decisions of the General Assembly are taken at the simple majority of the votes of the Members present or represented. Nevertheless, pursuant to Article 17 of EEC REGULATION 2137/85, the General Assembly shall decide by unanimity vote, on the following points:

- -Change of the object of the Grouping;
- -Change of the number of votes assigned to each Member;
- -Change of the decision-making process;
- -Change of the fees charged to some or all Members;
- -Admission of new Members.

### 7.1.(c) Voting

Every Member has one vote.

### 7.1.(d) Meetings

The President and the Executive Secretary organise the meetings of the General Assembly and decide on the location and date of such meetings.

## 7.2 Executive Board

### 7.2.(a) Composition

The Executive Board shall be composed of at least the following members:

- the "President", who presides the meetings of the General Assembly and the Executive Board;
- the "Vice-President" who shall chair all meetings in the absence of the President;
- the immediate "Former President";
- the "Executive Secretary";
- two "Elected Members", one of whom serves as Treasurer;

- one "Co-opted Member", with no voting rights, designated on the recommendation of the Board. Co-opted Members need not be representatives from Member institutions.

The President and the members of the Executive Board are elected by the General Assembly on simple majority voting. The Executive Board has the right to propose to the General Assembly the composition of the Executive Board to be elected. The Executive Board's mandate shall be for three (3) years; its members may be re-elected.

Where a Member of the Executive Board leaves his functions before the end of his mandate, the President, together with the Executive Board, shall appoint a substitute who shall be confirmed by the next General Assembly. Where the substitute is not confirmed, new elections shall be held to appoint a new member to the Executive Board.

Only an active representative of a Member may be elected as Executive Board Member except for the Co-opted Members.

Each Executive Board Member has one vote, save for the Co-opted Members who have no vote.

Where the President is unable to exercise his functions, the Vice-President temporarily substitutes him.

The Vice-President becomes President of the Grouping when the term of the President in office expires.

The Executive Board shall meet at least twice a year.

#### 7.2.(b) [Functioning and Powers](#)

The Executive Board shall take all necessary steps and make all decisions for the attainment of the goals of the Grouping.

The Grouping is represented by its President for judicial and extra-judicial acts. All written documents which bind the Grouping shall be signed by the President or the

Executive Secretary or by persons holding specific powers from the General Assembly or the Executive Board.

The President shall convene the Executive Board whenever he deems it necessary. Furthermore, where at least three Executive Board Members request it, the Executive Board shall also be convened.

A decision of the Executive Board is valid only if at least three members are present.

The decisions are taken by simple majority. In case of a deadlock, the President has a casting vote.

The Executive Secretary or a person entrusted with this task shall draw up the minutes, which are signed by the President and the Executive Secretary.

Upon the President's proposal, decisions or votes may be in writing or in any other written form of communication.

The functions of the President and of the other Executive Board Members are not remunerated.

The President or the Executive Secretary shall carry out acts connected with the day-to-day management of the Grouping and executes all decision of the Executive Board. This includes inter alia the carrying out of all the formalities for the constitution or modification of the Grouping before the national or European authorities, and, in particular, filing incorporation documents, signing all acts and carrying out all formalities for the publication and registration of the OECE-EEIG in the appropriate Registers.

The Executive Board may appoint a Manager to whom it may delegate some of its powers and shall control the execution of the mission.

#### 7.3 [The Manager](#)

##### 7.3.(a) [Appointment and Dismissal](#)

The current affairs of the Grouping shall be administered by a Manager appointed by the Executive Board upon proposition of the President.

The Board shall determine the terms and conditions for the appointment of the Manager. The Board shall also decide of the dismissal of the Manager.

#### 7.3.(b) General Responsibilities and Reporting

The Manager runs the Grouping on a daily basis. He organizes and supervises the staffing and the operation of the Co-ordination Secretariat. The Secretariat's staffing, the duration of their appointment and the terms and conditions of their remuneration shall be approved by the Board.

The Manager, in agreement with the Executive Secretary and the Treasurer, prepares the budgets and the annual accounts of the Grouping and submits them to the Board.

The Manager generally reports to the Board and habitually to the President.

#### 7.3.(c) Powers of the Manager

Generally, the Manager may only carry out acts connected with the daily management of the Grouping; he may, for example:

- (a) Sign day-to-day correspondence;
- (b) Purchase, sell or rent goods with a value less than €5.000;
- (c) Cash and receive from the Belgian National Bank, the Belgian Treasury, any public administration, bank, company or person whatsoever, any sums or securities which may be due to the Grouping, as principal, interest etc., for any reason whatsoever;
- (d) Withdraw any amount or securities deposited and any amount or securities received;
- (e) Issue receipts on behalf of the Grouping;
- (f) Pay principal, interest and any sum the Grouping might owe, less than €5.000;
- (g) Open bank accounts on behalf of the Grouping;
- (h) Collect, on behalf of the Grouping, from the post office or customs any correspondence and accept delivery of letters or packages addressed to the Grouping;

- (i) Appoint and dismiss staff of the Grouping, determine their conditions, remuneration, salary, benefits, and all other conditions relating to their appointment or dismissal;
- (j) Carry out all formalities for the registration of the Grouping with the Belgian or European authorities, for the updating of the Grouping's registration files and the filing of incorporation documents; he may sign all documents and carry out all formalities for the publication and registration of the Grouping with the appropriate Registers.

However, the Grouping is not bound vis-à-vis third parties for the following acts of the Manager unless such acts have been countersigned by the President or by the Executive Secretary:

- (a) Renting, insurance and leasing agreements;
- (b) Purchase of goods or services, whose value is more than €5.000 per good or service item;
- (c) Loan agreements, whatever their nature or value;
- (d) Cheques or banking transactions, whose amount is more than €5.000, except for staff payments;
- (e) Contracts between the Grouping and the European Commission or any regional, national or international body, public or private.

The Manager shall take acts and commitments on behalf of the Grouping only if such acts and commitments remain within the annual budget of the Grouping.

#### 7.4 The Co-ordination Secretariat

The Board and the Manager may be assisted by a Co-ordination Secretariat. The role and tasks of the Co-ordination Secretariat are laid down in the Internal Regulation.

## 7.5 The Working Groups

The Executive Board or the General Assembly may assign some tasks to "Working Groups". The Working Groups may include persons not belonging to the Executive Board or who do not represent Members.

The Working Groups are accountable to the Executive Board or to the General Assembly for the tasks which have been entrusted to them and shall draw a report of their activities. The rules of procedure of the Working Groups are laid down in the Internal Regulation.

### ARTICLE 8 : ACCOUNTS AND MANAGEMENT CONTROL

At the end of each fiscal year, the annual accounts shall be established and shall be approved by the General Assembly. The fiscal year coincides with the civil year. The first fiscal year shall start on the day of the registration of the Grouping with the Brussels Register of European Economic Interest Groupings and shall end on the 31<sup>st</sup> of December, 2001.

The profits and losses resulting from the annual accounts shall be considered as profits and losses of the Members as per Article 21 of EEC REGULATION 2137/85. The General Assembly will decide on the allocation of the profits and losses. If the annual accounts show a profit, the General Assembly may decide to allocate a certain proportion of these profits to the Grouping 's reserve fund. If the annual accounts show a loss, the Executive Board shall require the Members to contribute in equal shares to the payment of the amount by which expenditure exceeds income.

Each Member shall have right to obtain information about the files of the Grouping and to access the books and documents relating to the Grouping's affairs.

The General Assembly may appoint independent accountants, whose task shall be to verify the accounts of the Grouping which are submitted to the General Assembly.

### ARTICLE 9 : DISSOLUTION

The Grouping shall be dissolved by a decision of the General Assembly taken on a two-third majority vote of the Members present and represented.

### ARTICLE 10 : WINDING-UP

The dissolution of the Grouping shall involve its winding-up. The General Assembly shall appoint liquidators. The winding-up will be regulated by the Belgian law.

In the event of winding-up, the Members are bound to pay the profits that they may have drawn from the liquidation of the Grouping to one or more charitable institutions related to cancer.

### ARTICLE 11 : ARBITRATION CLAUSE

Any dispute regarding the interpretation and execution of the present Agreement between the Members of the Grouping, or between the Members and the Executive Board, or between the liquidators and the Members, shall be submitted to arbitration according to the rules of the CEPANI (Centre for the Study and Practice of National and International Arbitration).

### ARTICLE 12 : INTERNAL REGULATION

After the signature of the present Agreement, the Members of the Grouping meeting in a General Assembly shall adopt on simple majority the Internal Regulation. The Internal Regulation may only be modified upon decision of the General Assembly, taken by simple majority, pursuant to Article 17 of EEC REGULATION 2137/85.

The admission of new Members shall be conditional upon them accepting the terms of the Internal Regulation of the Grouping.

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