

Statutes of Incorporation of Nordic initiative for Sustainable Aviation, NISA

Content

Preamble	2
Article 01 - Name, registered office	2
Article 02 – Background and objectives of the association.....	2
Article 03 - Aviation Stakeholder Network.....	3
Article 04 - Legal form and business year.....	3
Article 05 - Organization.....	3
Article 06 - Membership.....	4
Article 07 – No Warranty.....	4
Article 08 – Confidential Information.....	4
Article 09 – Non-Confidential Information.....	5
Article 10 – Publicity.....	5
Article 11 – Trademarks and Logos	5
Article 12 – No Partnership	5
Article 13 - Resignation and exclusion.....	5
Article 14 – Membership fee and hourly commitment.....	5
Article 15 - General Assembly:	6
Article 16 – Dissolution of association	6
Article 17 - The Board.....	6
Article 18 - Provisions to bind the association	7
Article 19 - Accounting and auditing	7
Article 20 -Budget and financing	7
Article 21 - Minutes	8
Annex 1: Membership fees as per October 2013.....	9
Annex 2: Project management and administration of NISA and project funds	10
Annex 3: Final Report	11

Preamble

Nordic Initiative for Sustainable Aviation (NISA) has been initiated by the Founding Members as listed in the attached NISA Members document. NISA sees itself as an active Regional Nordic association running a project for the promotion and development of a sustainable aviation industry, with a specific focus on alternative sustainable fuels for the aviation sector.

The Association is committed, in particular, to facilitate and strengthen the conditions under which aviation can obtain commercial and continuous access to sustainable jet fuels. The Members see the formation of NISA as an efficient way to promote the development of sustainable jetfuel with focus on the Nordic region.

The association is a nonprofit organization, its only object being defined in article 02, below, and is not foreseen to be financially or otherwise involved in production activities.

Article 01 - Name, registered office

The Association's name shall be **Nordic Initiative for Sustainable Aviation (NISA)**

The registered office and administration shall initially be at the Industriens Hus, Vesterbrogade 1E, 1620 Copenhagen V, Denmark.

Article 02 – Background and objectives of the association

The aviation industry is committed to become more sustainable and achieving net carbon neutral growth. This includes reducing its CO₂ footprint. At present, and in the near to mid-term future, there are no viable alternatives to liquid jet fuels. The industry is therefore interested in any option that may lead to the use of more sustainable jet fuel.

For stakeholders in the Nordic countries, this could offer major opportunities to develop, provide and use these sustainable fuels. The main challenge is to pass from the current test and demonstration phase to a commercial-scale implementation of sustainable jetfuels. Future sustainable solutions can only be achieved through a close cooperation between relevant stakeholders and by facilitating and coordinating these opportunities in a way that ensures that synergies are in fact achieved and obstacles have been overcome.

To move these intentions and demands forward, steps are required to coordinate initiatives at different maturity levels (R&D, approval, demonstration plants, airport integration) as well as involving different parts of the supply chain: Investments into production facilities, feedstock, biofuel production, logistics, distribution, investors, demonstration plants, customer relationships, and the like.

The objectives of the Association: NISA is committed to make all reasonable efforts for achieving the following objectives:

- A Nordic feasibility study to establish a knowledge base for future decisions on the production and delivery of sustainable jet fuel in the Nordic region (the "Final Report").
- Helping catalyzing and promoting by no later than 2016 at least 3 pilot projects covering the value chain for sustainable jet fuel.
- Catalyzing the development of a business case by 2015-2016 for a project covering a full scale biofuel production for aviation in the Nordic region.
- Contribute to ensure the Nordic region as a minimum meets its share of the EU Flight Path target of 2 million tonnes or more of sustainable jet fuel in 2020.

The initiatives of NISA are likely to positively affect a transition to cleantech development and contribute to the creation of jobs and knowhow within the area, thereby strengthening the market position for parties involved and society overall.

Article 03 - Aviation Stakeholder Network

The association shall set up a multi-stakeholder network that is to represent the entire supply chain and will include the entire aviation sector, biofuel- and technology producers, suppliers, investors, researchers, NGO's, politicians etc.

Its objective is to ensure:

- Participation in national/regional fora and agree to promote and encourage the development of sustainable alternative aviation fuels
- Communication to own stakeholders of the sustainable aviation agenda
- Maintaining and developing the national, Nordic and international agenda with focus on sustainable jet fuel etc

The association will organize seminars and workshops to promote a continuous and developing dialogue. It is pivotal that NISA constantly works towards strengthening its relations and cooperation opportunities.

The Project Manager shall:

- Map/update stakeholders from the whole supply chain on nationally, Nordic and globally level
- Focus on producers and suppliers
- Share information and point out potential ways forward, - and obstacles
- Forward information and participate in dialogues on agreements and more
- Identify synergies and collaboration possibilities
- Initiate, and/or participate in, relevant meetings, projects and activities

Article 04 - Legal form and business year

NISA is a "not-for-profit association", registered as such under the CVR number 35362789, subject to Danish legislation.

The business year shall be the calendar year. The Association becomes active as from November 1st, 2013.

The organization is intended to work with its objectives and activities in a time frame of three years which may be reduced or extended depending on its success and members' approval.

Article 05 - Organization

The association's overall governing body is the General Assembly which takes place once a year during the month of June. The General Assembly elects the association's Board. The Board appoints the association's Project Manager who, together with other representatives from the Board, on a daily basis is responsible for budget, personnel, activities etc.

The association is financed by its full members and associate members and will also apply for public and private funding for realizing its projects as needed. Full membership is for actors of the aviation sector. Associate membership is for stakeholders with interest and/or expertise in sustainable fuel such as producers, technology providers, suppliers, investors, advisors, researchers, NGO's, politicians etc. The maximum liability of the Members under these statutes shall be to contribute the amounts detailed in Annex 1.

Article 06 - Membership

The association is composed of¹,

- A. Full Members,
- B. Associate Members
- C. Honorary Members

The Board can define any other membership category, including its rights and obligations, by a decision taken pursuant to Article 17 and following of these statutes. Only Full Members are entitled to vote in the General Assembly and only companies and organizations from the core aviation sector can be full members.

NISA membership is open to companies, organizations, institutions, NGO's etc, taking an active part in the efforts to obtain a sustainable aviation industry, as well as supporting the sustainable aviation industry, provided that the Board agrees to the membership of the potential newcomer and the newcomer abides by all rules set out in these statutes.

Actors who share the association's goals and ambitions can be associate members. It may for example be producers, suppliers, politicians, investors, NGO's, consultants, research institutions and universities.

Honorary members are such persons or organizations that the Board deem valuable for the association. The Board has the authority to appoint one or more Honorary Members. The association wishes to involve and cooperate with stakeholders from academia, universities, students, researcher's, institutes and others.

Applications for NISA membership are to be forwarded, in writing, to the Board of the association. The Board has the power, with a majority of the votes of those present, to accept or refuse such requests.

All Members are allowed to participate in meetings, events or any other activities within the association.

Each Member shall appoint a Designated Representative to carry out the purpose of the association on its behalf.

Article 07 – No Warranty

All warranties, conditions, and representations related to the participation of a member in the purpose of the association, whether express or implied, arising by law, custom, prior oral or written statement by such Member or otherwise (including, but not limited to any warranty of merchantability, satisfactory quality, fitness for particular purpose, title and non-infringement) are hereby overridden, excluded and disclaimed.

Neither member shall be liable for indirect, incidental, special, consequential or punitive damages, or loss of revenue or profit sustained by any other Member in connection with the objectives of the association.

Article 08 – Confidential Information

Confidential Information consists of documents or communications concerning the association's purpose, as well as any other information property of any of the Members. In no event the confidential information of any of the Members shall be disclosed to any third parties without the consent of the Member the information belongs to. Nothing in these statutes shall be construed as an obligation for the Members to disclose their Confidential Information to any of the other Members.

¹ As described in Annex 1

Article 09 – Non-Confidential Information

Nothing herein shall prevent the Members from disclosing to others or using in any manner information which the Member can show:

- Was known by a Member prior to its membership in the association, or has been published or has become part of the public domain other than by the acts, omissions or fault of Members or their agents or employees in violation of this statutes; or
- Has been legally furnished or made known to a Member by third parties (other than those acting directly or indirectly for or on behalf of the Members) or was obtained by a Member in some manner other than pursuant to these statutes, as a matter of legal right, without any applicable restrictions on its disclosure; or
- Was in the Member's possession prior to the disclosure thereof by or on behalf of any of the Members.

Article 10 – Publicity

Each Member agrees that it will make press announcements or other public statements relating to the association or any of its activities only upon approval by the Board, provided electronically to the Project Manager by Board Members' Designated Representatives.

Article 11 – Trademarks and Logos

NISA shall not use a Member's trademark or logo without first obtaining that Member's prior written consent. Consent given electronically by e-mail is considered sufficient.

Article 12 – No Partnership

Other than as set forth in these Statutes, this Agreement does not create a partnership or agent/principal relationship among the Members.

Article 13 - Resignation and exclusion

Members may terminate membership in the association at any time. Any such termination will be effective immediately upon receipt of written notice thereof by the Board. However, if the terminating Member is a dues-paying Member and provides notice to the Project Manager less than six (6) months prior to the end of the calendar year of its intent to terminate, the Member must still pay the following calendar year's dues.

Resigning members are not entitled to refunds of any share of assets or contributions given to the association.

The Board may by 2/3-majority make the decision to exclude a member.

In any case, the Board will submit a report of the proceedings at the general meeting for approval.

Resignation of the Members would also be allowed after the issuance of the Final Report, pursuant to Annex 3 herein.

Article 14 – Membership fee and hourly commitment

Members pay an annual membership fee according to rules defined by the general assembly. This amount shall be the sole monetary commitment of the Members and in no event shall either of them be responsible to contribute any other amounts for NISA. Nothing in these statutes shall be construed to imply any liabilities for the Members beyond said commitment.

Membership fees as per November 2013 are listed in annex 1.

Members are obliged to inform NISA on billing address. Membership fees must be settled according to the terms of payment listed on the invoice.

Each Member agrees to contribute up to seventy-five (75) hours per year.

Article 15 - General Assembly:

An annual General Assembly will be held during the month of June each year.

The agenda shall include, amongst other items:

1. Election of moderator
2. Project Manager report and Work in progress
3. Approval of audited accounts for the previous year
4. Approval of budget and membership fee
5. Election of board
6. Election of auditor
7. Proposals and decision on further plans and initiatives
8. Any other business

Full members shall have one vote at the assembly. Decisions shall be adopted by simple majority of votes of the members present. In the event of a tie in the votes, the proposition is deemed to have been voted down.

For resolutions referring to changes to the statutes, the fees, dissolution of the association and the purposes of the association, 2/3- of the votes cast shall be necessary.

The General Assembly must be announced and called in writing at least 4 weeks in advance. Proposal for the agenda must be submitted at least one week before General Assembly.

An extraordinary general assembly may be convened if 2/3 of the full members in writing expressing the desire.

Article 16 – Dissolution of association

The dissolution of the Association shall be adopted by the General Assembly according to the rules stated in article 15. The General Assembly decides on the termination of the association's activities and its assets.

Article 17 - The Board

The Board is elected by the Full Members. The Board is composed of at least five members, nine at the most, and chosen among its paying Full Members.

The Board is appointed for a one year period. Board Members can be re-elected to the Board and will not automatically be required to stand down.

The Board appoints a chairman among the board members.

The work of the Board members remains on an honorary basis and gives no right to any remuneration.

In case of a resignation of a Board member, the Board can appoint a substitute member to be confirmed at the next General Assembly.

The Board is only allowed to deliberate if the majority of the members are present. Decisions are taken at the absolute majority of the attending members' votes. In the event of a tie in the votes, the proposition is deemed to have been voted down. Decisions taken are recorded in the minutes, signed by the Project Manager and the Secretary.

Members of the Board are allowed to mandate, by powers of attorney, one of their colleagues to represent them at a Board meeting; one member is not allowed to represent more than one colleague.

The board appoints a Project Manager for the project. The Project Manager is employed for the project and participates in board meetings. The Project Manager is responsible for day-to-day management of the association under the direction of the Board. The Project Manager prepares and calls in to Board Meetings. The detailed tasks of the Project Manager are listed in Annex 2.

The Board shall be responsible for overseeing and approving the association's activities-, time-, and budget plan as well as duties are performed in line with purposes and tasks for the association. Any deviations of the budget initially presented must be approved by the Board beforehand.

Members of the Board meet at least twice each year.

Employment Rules follows the Salaried Employees Act provisions (Funktionærlovens bestemmelser).

Meeting dates are planned six months in advance.

CCC will be allowed to nominate a representative without voting right to participate in the NISA Board.

The board can invite other participants to board meetings, but without voting rights.

Article 18 - Provisions to bind the association

NISA may incur contractual liability only strictly in accordance within the boundaries set out in the present statutes and upon the signatures of two people being combination of:

- The Chairman and Project Manager
- The Project Manager and a Board Member
- The Chairman and another Board Member

Article 19 - Accounting and auditing

The financial year is the calendar year.

The first financial year is 14 months due to NISA upstart by November 2013. The financial statements must be prepared in accordance with generally accepted accounting principles.

The General Assembly elects an independent auditor to audit the accounts.

Article 20 -Budget and financing

The first NISA budget period starts November 1st 2013.

Membership fee for 2013 covers a two month period pro rata. Hereafter membership fees cover the calendar year.

The association's budget covers salaries for staff and costs for premises and administration, telephone and data devices, travel and any fees paid to outside consultants, report writing etc.

Financing of the association's activities are conducted within the framework of the association's own budget.

Members' participation in meetings and projects shall be at their own cost.

Employee salaries and consultant fees shall be in line with corresponding positions/previous salary, all regulated by the Board and transparent to the General Assembly. Current expenses for seminars, website, travel, data devices, per diem etc. will be handled in accordance with applicable standards.

Article 21 - Minutes

The proceedings and decisions of the Board and the General Assembly shall be recorded in writing and made available for all members.

The minutes shall indicate the place, time and the participants of the meeting as well as the respective ballot results and decisions.

The Project Manager convenes Board meetings with 14 days notice.

The minutes shall be approved and signed by Board Members present and signed (electronically also valid) by the Project Manager.

As agreed on at the General Assembly June 11, 2014, in Stockholm Arlanda.

Annex 1: Membership fees as per October 2013

A. Full Members;

1. Full and paying members:

- Larger airlines, airports and aircraft/engine manufactures, are expected to contribute with € 20,000 each. - in annual fees during the 3 year period.
- Commercial and other members, smaller airlines, airport providers, confederations etc, are expected to contribute with minimum € 5,000 in annual fees during the first 3 years.

2. Full and nonpaying members:

- Authorities, public agencies and institutions are not expected to contribute financially.

B. Associate members:

- Commercial associate members are expected to contribute with minimum € 5,000 in annual fees.
- NGO's, universities and other non commercial members are not expected to contribute financially.

C. Honorary Members;

- Honorary members pay no membership fee.

All members (except honorary members) undertake to assist with a number of (in kind e.g. up to 75) hours/year.

Annex 2: Project management and administration of NISA and project funds

The Project Manager is responsible for the day-to-day management under the supervision of the Board. The project Manager convenes board meetings on behalf of the chairman, draws up agendas, organizes and participates in board meetings.

- The duties of the Project Manager shall also be:

- Carrying out the duties stated in joint/distributed papers, plan and applicable materials 2013
- Responsible for the daily work, subprojects and income/expenses related to this
- Managing any independent and external consultancy assistance
- In case of recruitment the Project Manager designates staff in collaboration with one or two Board Members
- Initiate a Nordic feasibility study and establish a knowledge base for future decisions on the production and delivery of sustainable jet fuel in the Nordic region
- Initiating relevant projects and/or activities in collaboration with producers, suppliers, research institutions, universities, students and other stakeholders
- Overlooking reports, carrying out analysis and being responsible for content in reports and proposals from administration, the Board, members and other stakeholders
- Coordinating and supporting works and initiatives carried out and/or initiated by network partners
- Ensuring dialogue meetings with all members and stakeholders
- Managing events, network meetings, seminars, stakeholder activities etc
- Performing ad hoc administrative tasks
- Regularly report to the members on the homepage
- Reporting to financial/funding institutions

Annex 3: Final Report

- A. Pre-Existing IP.** Each Member acknowledges that it may choose, but it is in no obligation to, bring to the association pre-existing intellectual property owned by or licensed to such Member, in connection with its contribution to the development of the collective work described herein as the Final Report (“Pre-Existing IP”). Therefore, each Member hereby grants to each other Member, a non-exclusive, non-transferable, , revocable and royalty-free license to use, reproduce and distribute s based upon its Pre-Existing IP, solely for purposes of executing the Final Report.
- B. Final Report Approval Process.**
1. Preliminary Report. Each Board Member shall receive an electronic copy of the first draft report (“Preliminary Report”), as well as supporting information. Members shall review and provide comments within ten (10) business days, or such longer period that might be determined by the Members, which shall be delivered electronically to the Project Manager.
 2. Final Draft Report. The second draft report (“Final Draft Report”) shall consist of a strikeout/underline version of the Report, incorporating Members’ comments to the Preliminary Report, and supporting information. Each Member shall receive an electronic copy of the Final Draft Report. Members shall review and provide comments within ten (10) business days, or such longer period that might be determined by the Members, which shall be delivered electronically to the Project Manager. Upon Board approval, a Final Report shall be developed from the Final Draft Report.
 3. Final Report. The Final Report shall be approved by the Board. Upon Board approval to publish the Final Report, an electronic copy shall be provided to all Members. However, such approval shall not take effect until five (5) business days have elapsed, in order to provide Members the opportunity to terminate membership with the association, and/or to direct the Project Manager to remove their names from the Final Report.
- C. Public Website.** The Final Report, along with other related information as agreed by the Board, will be made available on a public website for a period of three (3) years or for another time period as agreed by the Board. The Board will agree on who will have the responsibilities for developing, hosting and maintaining such public website.
- D. Copyrights in the Final Report.** For purposes of copyright and other equivalent laws regarding ownership of works of authorship in any jurisdiction, the association shall be the owner of any material created by any association employee or expressly created on behalf of the association by the Members on a joint basis. The association hereby grants to each Member a non-exclusive, non-transferable, worldwide, irrevocable and royalty-free license to use, reproduce, distribute and create derivative works based upon the Final Report.

Each Member shall be the sole owner of the Intellectual Property Rights on any material created in connection with its own contribution to the development of the collective work described herein as the Final Report (Foreground IP), and shall grant a non-exclusive, non-transferable, revocable and royalty-free license to use, reproduce and distribute based upon its Foreground IP, solely for purposes of executing the Final Report.