

European Network for Research in Geo-Energy

MEMBERSHIP AGREEMENT

by

(NAME OF ORGANISATION)

dd/mm/2016

The signatory to this document is a Research and Development organisation whose principal mission and objective is to conduct basic and applied research and technological development activities related to the exploration for and production of energy resources derived from the Earth's crust (geo-energy).

In making application to become a Member of the European Network for Research in Geo-Energy (ENeRG), the objectives and conditions governing the operation of the organisation which are set out in the Agreement on the Constitution and Organisation of ENeRG (below) are accepted in full.

1. MISSION OF ENeRG

The mission of the European Network for Research in Geo-Energy (ENeRG) is to promote co-operation between European R&D organisations whose main interest is to conduct basic or applied research or technological development in the field of exploration and production of geo-energy.

The establishment of ENeRG in 1992 was based on the following observations:

- a. the importance of research and development (R&D) to innovation in European, geo-energy related industry (operators and service and supply companies), to the effective and environmentally benign exploitation of the world's subsurface natural resources and to the competitiveness of this European industry in the international market place;
- b. the advantages of European collaboration in R&D to ensure no unnecessary duplication of research effort, to ease the flow of public domain information, to ensure that appropriate, high quality and multi-disciplinary capability is optimally deployed, and to best serve European industry; and
- c. the increasing importance of EU legislation and policies on the activities of R&D organisations in Europe.

2. STATUS

ENeRG will operate as a "club". It shall not be a separate legal entity, will not have and shall not recruit any personnel, and will not have nor will it acquire any property or assets. Members of ENeRG (herein after referred to as "Members") shall have no liabilities whatsoever towards ENeRG, neither during its existence nor after its dissolution. ENeRG cannot conclude contracts or enter into legal transactions of any kind, nor can it legally bind or engage Members in any way.

3. OBJECTIVES

The objectives of ENeRG are, within the field of geo-energy exploration and production:

- a. to assemble the views and the aims of its Members with respect to the need to identify new research opportunities and to establish specific research programs in a given area to improve existing technologies or to develop new technologies;
- b. to explore and promote where appropriate scientific and technical collaboration between Members of ENeRG, amongst other through the flow of public domain information between research programs and through the provision of a forum to discuss and identify issues which would benefit from joint action;
- c. to promote communication on R&D matters with European industry and in particular to develop effective avenues of communication with those organisations representative of European industry;
- d. to monitor and report on EU legislation and policy and to develop and present co-ordinated views of Members of ENeRG to the institutions of the EU (i.e. being principally the Council of Ministers, the Commission and the European Parliament), through for example the provision of expert advice, analysis and technology reviews to assist in decision making on R&D with respect to policy, objectives and programs, and to represent the Members' views and opinion on desired modifications or adaptations of EU legislation, and generally to enhance avenues of communication with these institutions;
- e. to promote, on a national basis, the views and the aims of the Members to national entities involved in EU legislation and policies;
- f. to inform and to advise the Members on existing and forthcoming R&D programs supported by the institutions of the EU, and on the possibilities and conditions for the Members to apply for financial support for activities undertaken within the realm of such programs – through the continuous exchange of information on activities and notification of research programmes;
- g. to promote the transfer of European know-how and technology to third countries;
- h. to promote the capabilities of Members of ENeRG to meet the future R&D requirements of the European industry.

4. DURATION

This Agreement will remain in force initially until **31st December 2016**. Thereafter, if and so long as the Members do not decide unanimously otherwise, the Agreement will be renewed and continued for subsequent one-year periods.

5. ORGANISATION AND OPERATION

It is the aim of ENeRG to have as many EU Member States as possible represented in ENeRG by means of one or more of their R&D organisations in the field of geo-energy exploration and production.

The following organisational framework governs the operation of the Network:

a) *The Members:*

- The signatory parties to this Agreement will be members of ENeRG;
- Membership of ENeRG will be open to any organisation within Europe whose main mission is to conduct basic or applied research or technological development in the field of exploration and production of geo-energy;

- Application for membership shall be granted, subject to unanimous approval of Members and acceptance in full of the terms and conditions in this Agreement;
- Any Member may withdraw from ENeRG at any time by notifying the Presiding Member (see below) of its decision to do so. However if a Member is fulfilling the Presidency of ENeRG, its withdrawal shall be subject to giving three months notice to other Members of an intention to quit. The Presiding Member under these circumstances shall, upon notification of withdrawal, also call a special meeting of the Network Steering Committee (see below) in order to discuss the consequences of withdrawal from the Network.
- Members will have the right to nominate and elect national representatives on the Network Steering Committee (see below). In this respect, if one European State has several Members of this State's origin in the Network, those Members will designate in concert the one organisation, the so called "Country Representative Member", who will represent all of these Members on the Network Steering Committee.
- Exclusively the "Country Representative Members" have voting rights on the Network Steering Committee meetings (see below).

b) Network Steering Committee:

- The Network Steering Committee (NSC) shall comprise one nominated representative of each country which has one or more participating organisations in ENeRG. The NSC shall be presided on a rotational basis by one of the Members for a two-year period.
- A meeting of the NSC shall be called at least twice a year. Furthermore each individual Member may call upon the Presiding Member to convene an extraordinary meeting, specifying the item to be placed on the agenda. In this event, the Presiding Member shall call the meeting within 30 days of the request.
- The NSC shall deliberate on all matters of interest to the activities of ENeRG, including the amount of the membership fee to be paid by each ENeRG Member and it shall see and control the actions of the Presiding Member, instructing the Presiding Member on the direction of its activities.
- The NSC shall make decisions by the majority of votes of present NSC members.
- The NSC shall make all decisions regarding the realisation of the Network's objectives. The NSC may establish ad hoc Working Groups. These Groups shall be charged with the accomplishment of tasks as defined by the NSC. The composition and functioning of such Groups shall be decided on a case-by-case basis.
- The NSC shall designate a Presiding Member who will chair the NSC on a rotational basis for a two-year period (see item c) below).
- The NSC shall elect the Members who will perform the duties of the Treasurer, Secretary, Newsletter editor and Web administrator (see item d) below). The NSC shall issue the calls for the aforementioned positions. The NSC shall elect the members to perform these duties based on the written applications submitted.

c) The Presiding Member:

- The Presiding Member, designated by the NSC, will chair the NSC for a two-year period.
- The Presiding Member shall be responsible for the implementation of the Network's objectives and shall undertake all actions deemed useful in this regard, taking into account any instructions received from the NSC in this respect. The Presiding Member will be responsible for the co-ordination of public statements or publications associated with the Networks activities.
- At the end of each term, the Presiding Member shall issue to Network Members a final report setting out the various actions undertaken on behalf of the Network, the results of these actions, and conclusions and recommendations arising from this activity.
- The Presiding Member and the Secretary manage ENeRG on a daily basis.
- The Presiding Member shall be assisted by the Secretary, the former Presiding Member and when nominated by the forthcoming Presiding Member.

d) *The Treasurer, Secretary, Newsletter editor and Web administrator:*

- The ENeRG activities are supported by the Treasurer, Secretary, Newsletter editor and Web administrator. The Members who perform the aforementioned duties are elected by the NSC on the basis of the applications they submit. The tasks and the allocated budget are defined by the call, and subsequently ENeRG letters of agreements on the task and allocated payment.

6. FINANCING

Each Member shall be responsible for its own expenses related to its involvement in ENeRG within the frame of this Agreement.

7. JOINTLY CONTRACTED ACTIVITY

As a consequence of the efforts of ENeRG and the results obtained with regard to the strategy and policy of the European institutions, two or more Members of ENeRG may decide to enter into joint R&D or other activity. The terms and conditions governing such joint activity shall be the subject of a separate agreement between the parties involved and shall not in any way be bound or restricted by the terms and conditions of this Agreement.

8. CONFIDENTIALITY

Each Member undertakes to keep confidential any information or data belonging to another Member which it comes to know or is informed of through this Agreement. Each Member undertakes to inform its staff of this duty of confidentiality.

9. MODIFICATIONS

Any proposal for modification of this agreements shall be circulated with an agenda at least two weeks prior to an NSC meeting. The Agreement may be modified or supplemented only by the decision of the majority of votes of present NSC members. The decision must be confirmed at the following meeting by the majority of votes of present NSC members.

On behalf of (name of organisation) I wish to apply for Membership of the European Network for Research in Geo-Energy, and in so doing confirm acceptance in full of the terms and conditions governing the constitution and organisation of ENeRG as set out in the Agreement above:

Signature:

Date:

Name:

Position: