

International Dual Career Network Association

ARTICLES OF INCORPORATION

PART ONE: FORM AND PURPOSE

Section 1: Name, Duration, Headquarters and Locations

1. The International Dual Career Network Association (“**IDCN**”) is a not-for-profit association governed by these Articles of Incorporation and by sections 60 and following of the Swiss Civil Code.
2. The IDCN is incorporated for an unlimited period of time.
3. The IDCN’s headquarters are in the Canton of Vaud, Switzerland.
4. The IDCN’s activities are carried out in various locations (“**IDCN Locations**”).

Section 2: Purpose

1. The purpose of the IDCN is to facilitate mobility of employees of the corporate members (“**Members**”) by providing a global platform to facilitate the integration and job search of their partners (“**Partners**”) in dual career situations. Dual career refers to situations where the Partners are seeking a professional activity, whether remunerated or not.
2. The IDCN aims to offer its Members the following benefits:
 - (a) access to a qualified talent pool;
 - (b) access to a global mobility support service for Partners; and
 - (c) enhancement of the employee value proposition through becoming a dual career friendly organisation.
3. The IDCN aims to offer Partners the following benefits:
 - (a) support in professional integration in a new country;
 - (b) the opportunity to network with human resources professionals, corporate representatives and likeminded spouses and partners; and
 - (c) increased awareness of professional opportunities.

PART TWO: MEMBERS

Section 3: Membership Admission and Categories

1. Any organisation (whether a company, an international organisation, a non-governmental organisation or any other legal entity) with an interest in the IDCN may apply to become a Member. The decision on admission rests exclusively with the Executive Board of the IDCN. No organisation has an absolute right to become a

Member and there shall be no right of appeal against any refusal of the Executive Board on admission.

2. There shall be two different categories of Members with different membership fees, benefits and commitments:
 - (a) Global Members; and
 - (b) Local Members.
3. Members may apply to change membership categories with effect from the following financial year, by notice to the Executive Board at least three months in advance of the beginning of the financial year. The decision shall be made by the Executive Board and shall not be subject to any right of appeal.
4. By virtue of its membership, each Member agrees to comply with these Articles of Incorporation, the IDCN's policies, regulations, guidelines and decisions.

Section 4: Membership Fees

1. There shall be two categories of membership fees, one for Global Members, and one for Local Members.
2. The Executive Board shall set the membership fees to be paid annually by the Members. In exceptional circumstances, the Executive Board may demand additional membership fees from the Global Members during a financial year (for example, to fund a special initiative).
3. The Executive Board may in exceptional circumstances, and at its sole discretion, accept that non-financial contributions replace or supplement the membership fees.

Section 5: Benefits and Commitments of the Members

1. The Executive Board shall define the benefits and commitments for each category of Member. The benefits, and also therefore the commitments, shall be greater for Global Members than for Local Members.
2. The Member benefits shall include the following:
 - (a) Global Members may join the networks in all IDCN Locations, while Local Members may only join the network of their specific IDCN Location;
 - (b) Global Members may be associated with the IDCN brand globally, while Local Members may only be associated with the IDCN brand in their specific IDCN Location; and
 - (c) Global Members have the right to propose a representative for election to the Executive Board.
3. The Member commitments shall include the following:
 - (a) each Global Member shall launch and/or be responsible/jointly responsible with another Global Member for one or more IDCN Locations;
 - (b) the Members shall act as ambassadors of the IDCN and get actively involved in supporting the IDCN in their respective IDCN Locations;
 - (c) each Member shall in turn host an IDCN event on a regular basis in every IDCN Location which it has joined, with the aim of creating a regular programme of IDCN events over the course of a year; and
 - (d) the Members shall regularly report on their activities to the Executive Board.

4. The Executive Board may specify or amend the benefits and commitments as described in this Section 5, in keeping with their spirit.

Section 6: Membership Loss

1. Membership loss may occur through:
 - (a) written resignation from a Member by giving at least three months' notice to the Executive Board before the end of a financial year;
 - (b) exclusion as decided by the Executive Board;
 - (c) non-payment of the membership fees due for more than one year; or
 - (d) dissolution of the Member.
2. In all cases, the membership fee for the current year remains due. Members who have resigned or been excluded have no right to be refunded the membership fee for the remaining part of the financial year, nor have any rights to any part of the IDCN's assets.

PART THREE: THE IDCN'S CORPORATE BODIES

Section 7: Introduction to the Corporate Bodies

1. The IDCN's corporate bodies are:
 - (a) the General Assembly;
 - (b) the Executive Board; and
 - (c) the Centre of Expertise.
2. In IDCN Locations, separate governance bodies shall be set up, including a Local Steering Committee and a Local Partner Committee based on the IDCN guidelines approved by the Executive Board.

Section 8: General Assembly

1. The General Assembly is the IDCN's supreme authority. It is composed of a representative of each Member.
2. The General Assembly shall hold an ordinary meeting once a year, generally within 6 months of the close of the financial year. It may also meet in extraordinary sessions whenever necessary, by decision of the Executive Board or at the request of one-fifth of the Members.
3. The Executive Board shall inform the Members of the date and place of the meetings as soon as possible (at least 3 months in advance for ordinary meetings). It shall send the formal notice of the meeting to the Members by e-mail at least 10 days in advance, attaching the proposed agenda. These formal requirements for convening the meeting may be waived if all Members are represented at the meeting.
4. The representatives of the Members which cannot meet physically may meet via video- or teleconference.
5. The General Assembly shall be considered valid regardless of the number of Members represented.

6. In exceptional circumstances, the General Assembly may make decisions in writing without a meeting, provided that the Members have been consulted and the decision is made by a majority of the Members.
7. The following powers shall be vested in the General Assembly:
 - (a) to supervise the activities of the governing bodies;
 - (b) to appoint the Executive Board;
 - (c) to grant release to the Executive Board members;
 - (d) to approve the accounts and the budget;
 - (e) to amend the Articles of Incorporation; and
 - (f) to dissolve the IDCN.
8. The General Assembly is chaired by the President of the IDCN or, in his/her absence, by the Vice-President appointed by the President, or in his/her absence by any other member of the Executive Board.
9. The General Assembly addresses items on the agenda, as well as any other item not included in the agenda save in the event that one fifth of present Members request that an item be addressed at a later meeting of the General Assembly.
10. The General Assembly's decisions require the votes of a majority of the Members represented (with the exception of written decisions as per Section 8 paragraph 6 and the exception of a decision on a substantial change of purpose or a dissolution as per Section 14). Each Member has one vote. In case of deadlock, the chairperson of the meeting shall have the casting vote.
11. Decisions of the General Assembly shall be recorded in minutes.

Section 9: Executive Board

1. The IDCN is managed by an Executive Board composed of four to eight members, which shall be the representatives of the Global Members appointed by the General Assembly for a term of two years (renewable). Such representatives are generally in charge of mobility in the human resources department of the Global Member (or one of its affiliates). In the event that a representative leaves or changes function in his/her organisation, he/she will be replaced by his/her successor.
2. In the event that the Global Member becomes a Local Member or leaves the IDCN, his/her representative on the Executive Board shall automatically be removed.
3. The Executive Board is responsible for:
 - (a) taking all necessary measures to reach the IDCN's objectives;
 - (b) defining the IDCN's strategy and making strategic decisions regarding the IDCN;
 - (c) approving new IDCN Locations;
 - (d) approving internal policies, guidelines and regulations (including the "5-step methodology" for local use);
 - (e) deciding on the headquarters of IDCN;
 - (f) ensuring compliance with the Articles of Incorporation;
 - (g) calling the General Assemblies, deciding on their location and implementing their decisions;

- (h) proposing to the General Assembly the names of the Global Members who may have a representative on the Executive Board, taking into account – to the extent possible – diversity in terms of industry and geography.
 - (i) appointing the Executive Board members and electing, amongst them, the President, one or two Vice-Presidents, the Treasurer and the Secretary;
 - (j) presenting the accounts and the budget to the Annual General Assembly;
 - (k) taking decisions regarding the admission or the exclusion of Members, or their change of membership category;
 - (l) setting the membership fees and deciding on non-financial membership contributions;
 - (m) appointing and dismissing the Centre of Expertise, as well as supervising it;
 - (n) defining who may sign on behalf of the IDCN; and
 - (o) any other business of IDCN to the extent that it is not within the powers of the General Assembly nor delegated to the Centre of Expertise.
4. The Executive Board meets as often as required, but at least four times per year at a location to be agreed, or by video- or teleconference.
 5. The Executive Board's decisions require the votes of a majority of the Members present. The President, or in his/her absence the Vice-President appointed by the President, shall have a casting vote.
 6. A representative of a Local Partner Committee, as well as any other person who is likely to help the IDCN reach its purpose, may be invited by the Executive Board to attend the Executive Board meetings; however such persons shall have a consultative role but no voting right. In addition, a delegate of the Centre of Expertise shall attend the Executive Board meetings, also with no voting right.
 7. Decisions of the Executive Board are recorded in minutes. They may also validly be made in writing or by exchange of e-mails.
 8. Members of the Executive Board shall not receive any remuneration for their activity, nor be compensated from their travel costs or other costs related to their mandate.

Section 10: Centre of Expertise

The Centre of Expertise shall act as a central resource to assist the Executive Board.

CHAPTER 4: Finances and liability

Section 11: Financial Year and Responsibility for Finances

1. The IDCN's financial year is the same as the calendar year.
2. The Treasurer is responsible for the finances of the IDCN.

Section 12: Financial Resources

The IDCN's financial resources originate from the membership fees, sponsoring, compensation for the IDCN's publications or the organisation of seminars and conferences, and any funding received from third parties sharing the same goals as the IDCN.

Section 13: Liability

Members shall have no individual responsibility for any commitments of the IDCN. Only the assets of the IDCN may be used to meet the commitments of the IDCN.

Costs relating to the commitments of the Members (including the launch of, (co-)owning or joining any IDCN Location, hosting of an IDCN corporate or Partner event and other local activities) shall not be considered as a commitment of the IDCN.

CHAPTER 5: General Provisions

Section 14: Substantial Change of Purpose or Dissolution of the IDCN

1. Any decision substantially to change the purpose of the IDCN or to dissolve the IDCN requires the majority of two thirds of the votes of Members present at the general meeting convened for that purpose. At least half of the Members must be present at that meeting.
2. In the event that the IDCN is dissolved, the Executive Board shall decide on the allocation of the IDCN's assets.

Section 15: Applicable Law and Jurisdiction

1. These Articles of Incorporation, as well as the relationship between Members and the IDCN, are governed by Swiss law.
2. The courts of the Canton of Vaud, Switzerland, shall have exclusive jurisdiction over any disputes arising out of or in connection with these Articles of Incorporation.

Section 16: Antitrust Caution

The IDCN and its Members shall not enter into any discussion, activity or conduct that may infringe any applicable competition law.

These Articles of Incorporation have been approved by the General Assembly of the IDCN held in Paris, on 18 February 2013.

For the International Dual Career Network Association:

President

Secretary ad hoc