



BYLAWS

Construction Classification International Collaboration (CCIC)

1. Name

- a) The name of the organization is the Construction Classification International Collaboration (the “Collaboration”).

2. Address

- a) Rue des Déportés 31, B-1200 Bruxelles

3. Founding Members

- a) Mittetulundusühing Eesti Ehitusteabe Fond (Estonian Construction Information Foundation), established at Rävåla pst 8, Tallinn 10143, Estonia, registered under register code 80053281
- b) Česká agentura pro standardizaci, established at Biskupský dvůr 1148/5, 110 00 Praha 1, Czech Republic, registered under VAT number CZ06578705

4. Entity Status

- a) The Collaboration is formed and operated under the laws for International Non-Profit Association, in Brussels, Belgium. The Collaboration is not a corporation, partnership, company or trust under the laws of any country; any reference in this Charter and Bylaws suggesting otherwise is inoperative. Content developed by the Technical Committee shall be known as CCI for promotion and dissemination by the CCI Collaboration.

5. Purposes

- a) The principal purpose of the Collaboration:
To increase construction productivity through a collaborative digital information infrastructure (classification system) (CCI) to enable consistent data exchange. Based on international standards and developed for digital processes, it will cover the whole built environment; both buildings, infrastructure



and other civil engineering works and throughout the lifecycle (from planning through design, execution, operation, demolition to removal and reuse).

6. Membership

a) Eligibility for membership

- (i) Application for being a member of the Collaboration, shall be open to any international, national or regional association, organization, not-for-profit entity or governmental body (regardless of its legal form) serving the construction industry.
- (ii) The application is subject to a commitment from the applicant to adhere to the purposes described in these bylaws, to the rules of these bylaws and to adhere to additional conditions and qualifications for this membership category that are decided by the Assembly of Trustees. The Assembly of Trustees shall set the criteria for eligibility for Collaboration Members, from time to time, by standing order.
- (iii) Membership can be granted after completion, receipt and verification of a membership application to the Assembly of Trustees - including a duly signed letter of engagement from the member - and following a decision by the Assembly to grant the membership by a simple majority of votes cast by the Assembly of Trustees.

b) Rights of members

- (i) Each Collaboration Member designates one representative, and one alternate, to serve as a Trustee or alternate Trustee on the Assembly of Trustees of the Collaboration.
- (ii) Other than designating a Trustee and alternate Trustee, a Collaboration Member has no entity right to vote or take action on behalf of the Collaboration.

c) Resignation or termination of membership:

- (i) A member in any membership category may resign from Collaboration membership on the member's own initiative, by written notice, including termination date, to this effect to the Assembly of Trustees.
- (ii) A membership can be terminated on the grounds of failure to meet membership eligibility requirements, or to comply with internal regulations or additional conditions or qualifications of membership adopted by the Assembly of Trustees. A written notice shall be sent to the member in default, granting the member a grace period of 30 days from the delivery of the written notice to the member to rectify the violation in question. If the member fails to respond adequately according to the Assembly of Trustees to the written notice, its membership shall be terminated on the expiration date of the grace period.
- (iii) A membership can also be terminated by a simple majority of votes cast, of the Assembly of Trustees following written notice to the member and consideration of any response by the member to that notice, that shall be delivered to the Assembly of Trustees within 30 days from delivery of the written notice to the member. A membership is terminated as of a date stated in such decision.

7. Trustees Meetings



- a) All members are represented in the Assembly of Trustees by their designated Trustee or alternate Trustee. The Assembly is the principal governing body of the Collaboration and will have regular meetings as described in these bylaws.
- b) Every Trustee of the Collaboration has the right to request an Assembly of Trustees meeting. The Assembly of Trustees shall only be obliged to convene in response to such a request if it is signed by at least 1/5th of the total number of Trustees (or their alternates), and made in writing to the Chair, who shall then call the meeting no later than 30 (thirty) days after the request to call meetings has been received.
- c) In addition, other meetings such as a Technical Committee meeting can be held on the request of a Trustee. Members in any category are responsible for their own expenses in connection with any Collaboration meetings, Technical Committee meetings or other activities; but members may make voluntary contributions of services or assets to advance the purposes of the Collaboration.

8. Assembly of Trustees

- a) The Assembly of Trustees is the principal governing body of the Collaboration, consisting of one representative Trustee, and one alternate, designated by each Collaboration Member. All communications from the Collaboration towards any individual Collaboration Member are validly made with the Collaboration Member's designated Trustee or alternate Trustee. The alternate Trustee automatically replaces the designated Trustee in case his / her position of designated Trustee is terminated.
- b) A Trustee's (or alternate's) term lasts for as long as the Trustee or alternate is designated as such by the Collaboration Member, and ends when a Collaboration Member terminates the membership, or when the Trustee or alternate is withdrawn by the Collaboration Member, or when the Trustee or alternate resigns from his / her position or his / her term is terminated from other reasons (e.g. death etc.).
- c) The Assembly has as the principal governing body of the Collaboration these non-exclusive powers and responsibilities:
 - (i) Adopting policies, positions and strategies on behalf of the Collaboration.
 - (ii) Selecting, appointing and removing members of the Technical Committee.
 - (iii) Passing rules and requirements governing the operations, finances, programs, policies and activities of the Collaboration.
 - (iv) Setting the Terms of Reference, scope and work plan of the Technical Committee from time to time.
 - (v) Establishing conditions or qualifications for membership.
 - (vi) Establish IPR and licensing policies.
 - (vii) Establish conflict of interest policy when the Collaboration is contemplating entering into a transaction or arrangement that might benefit the private interest of a Collaboration Member of the Assembly of Trustees or might result in a possible excess benefit transaction towards any given Collaboration Member.



- (viii) Electing from among the Trustees a Chair, Vice Chair and General Secretary of the Collaboration, each to serve a two (2) year term, renewable to the same role once only for a further two (2) year term.
 - (ix) Approving banking relationships, contractual obligations, legal or financial initiatives, or other commitments of the Collaboration.
 - (x) Adopting budgets, approving financial reports, assuring appropriate financial controls.
 - (xi) Initiating or approving public communications on behalf of the Collaboration.
 - (xii) Holding periodic meetings to receive reports, adopt resolutions and otherwise take any lawful action for the good of the order.
 - (xiii) Periodically reviewing this Charter and Bylaws and amending it as necessary or desirable.
 - (xiv) Granting membership of the Collaboration and deciding about termination of membership.
 - (xv) Approving the annual accounts.
- d) **The Assembly of Trustees can delegate the daily management of the Collaboration to one or more Officers, or can delegate, when necessary, special powers or proxies, or entrust temporary functions to any Officers or to any other persons chosen by the Assembly of Trustees. Any delegation shall always be done in writing.**
- e) **Any Trustee may resign on the Trustee's own initiative or by withdrawal of the Trustee's designation by the corresponding Collaboration Member. In addition, any Trustee may be removed for any reason by a simple majority of votes cast by the Assembly of Trustees following written notice to the Trustee and consideration of any response by the Trustee to that notice. When a Trustee has resigned or been removed, the Collaboration Member designates a successor Trustee; which must be a different individual.**
- f) **The Assembly may, where necessary, adopt governance policies equivalent to those recommended or obliged by the law that governs the Collaboration**

9. Assembly of Trustee Meetings

- a) **The Assembly meets periodically, and at least once annually as indicated below, at the initiative of the Chair. Any meeting can be done either in person at locations convenient to the Trustees around the world or by electronic communications (including conf calls or video calls) in which each Trustee can be heard. The Chair chairs the meeting or, if unavailable, designates the Vice Chair or an alternate to chair the meeting.**
- b) **An annual meeting of the Assembly of Trustee shall take place within five months of the closing of the fiscal year, the specific date, time and location of which will be designated by the Chair. At the annual meeting the members shall elect officers, receive reports on the activities of the Collaboration, approve or reject financial records and budget plans, and determine the direction of the Collaboration for the coming year.**



- c) **Notice of each meeting shall be given to each Trustee in writing (including via e-mail) not less than two weeks prior to the meeting and the notice shall include the agenda of the meeting.**
- d) **Resolutions and decisions are adopted by a majority of votes cast (without a quorum of Members present) unless specified otherwise by these Bylaws. Only items that had been tabled as an agenda item can be voted upon. During a meeting of the Assembly, a new agenda item may only be added when this has both (1) the approval of the Chair and (2) when there is a 3/4th majority of the Members in favour of adding the new item.**
- e) **At any meeting of the Assembly, a Trustee may either vote himself/herself, or alternatively they may have the Trustee's vote cast by the designated alternate Trustee, or by any other person who has been duly mandated in writing to vote on behalf of the Trustee; in the latter case, an Officer will review and assess the validity of the mandate. In no case may a Trustee and an alternate from the same Collaboration Member vote concurrently; if this does occur for whatever reason, only the Trustee's vote shall be considered to be cast. Trustees and alternates are responsible for their own expenses in connection with Assembly meetings or other activities.**
- f) **Any resolution or decision at an Assembly of Trustees meeting shall be shared with all then current Trustees, in a transparent manner, as soon as reasonably practicable following such meeting.**

10. Officers

- a) **Three Officers are elected by the Assembly from among the Trustees for two-year terms, renewable to the same role once only for a further two (2) year term.**
 - (i) **Chair.** The Chair is the principal governance officer of the Collaboration, responsible for calling and chairing Collaboration meetings and assuring that directives and decisions of the Assembly of Trustees are carried out and that there are made minutes/recordings from each meeting. Such shall be made available to all Trustees. The Chair shall be able to cast his vote in the same manner as any other Trustee at meetings of the Assembly of Trustees. The Chair shall have the power, acting with another Officer, to carry out such operational and administrative activities as are necessary for the proper conduct of the business of the Collaboration, and which are not governed by the Assembly of Trustees as mentioned in these Bylaws.
 - (ii) **Vice Chair.** The Vice Chair shall have the powers and authority of the Chair when the Chair is either unable to act or so delegates to the Vice Chair. Such delegation may be subject to such conditions as the Chair sees fit.
 - (iii) **General Secretary.** The General Secretary is the principal financial officer of the Collaboration, responsible for overseeing Collaboration budgets, finances and financial reporting and for assuring that the financial directives of the Assembly of Trustees are carried out.
- b) **An Officer can serve one consecutive term only, but no longer unless elected to fill the unexpired term of a withdrawing Officer.**
- c) **Any Officer may resign on the Officer's own initiative or by withdrawal of the Officer's designation as a Trustee by the corresponding Collaboration Member or may be removed for any reason by a simple majority of votes cast by the Assembly of Trustees following written notice to the Officer and**



consideration of any response by the Officer to that notice. When an Officer has resigned or been removed, the Assembly of Trustees shall elect a successor Officer to fill the unexpired term.

- d) No Officer is compensated by the Collaboration for his / hers work and expenses in connection with participating in Collaboration work such as travel etc., except if decided otherwise by the Assembly of Trustees.

11. Representation

- a) The Chair and the Vice Chair are jointly authorized to represent the Collaboration in law. For any matters which are reasonably likely to have a substantial economic or legal impact on the Collaboration, this authorisation shall only be legally valid if the Chair and the Vice Chair have first obtained the approval of the Assembly of Trustees through a majority of votes cast before proceeding. Such an approval shall not be required when the urgency of immediate action makes it impossible or impractical to seek obtain approval.
- b) The Assembly of Trustees may appoint additional representatives with general or limited power to representation. Each of these representatives may represent the Collaboration subject to any limitations imposed by the Assembly of Trustees.

12. Technical Committee

- a) There shall be a permanent standing committee of the Collaboration, the Technical Committee. The Committee will be comprised of the leading technical experts, as proposed by the Collaboration members and selected by the Assembly of Trustees, to independently decide the technical content of the Collaboration's work.
- b) Criteria for eligibility to join as a Committee member shall be set by the Assembly of Trustees, from time to time, by standing order. Individual Committee members may join the Committee on the terms of a letter of engagement which sets out the terms of reference for the Committee and clarifies the intellectual property rights of the Collaboration.
- c) Committee members will join for a five (5) year term, with further consecutive terms upon review by the Assembly of Trustees. To stagger turnover of members of the Technical Committee, initial appointments will be 3, 4 and 5 years based on the decision of the Assembly of Trustees, renewable for a further five (5) year term upon review by the Assembly of Trustees.
- d) The Committee will report to the Assembly of Trustees on at least a quarterly basis, in such format as the Assembly of Trustees requires, in accordance with its Terms of Reference. The Assembly of Trustees will ensure the standards have been completed to the assigned work plan and scope before they are issued.

13. Intellectual Property

- a) In this article:



“CCIC Works” shall mean all works, inventions (whether or not under patent), trademarks (whether or not registered), logos, software applications, including software (source code and object code), preparatory works for software development, databases, functional analyses, technical analyses, step-by-step plans, technology, processes, algorithms, texts, reports, presentations, calculation tables, diagrams, images, drawings, designs, models, documentation, manuals, know-how, materials, etc., which a Trustee will create in the context of its membership of the Collaboration, as of the commencement date of its membership.

“Rights” shall mean all intellectual and industrial property rights (copyright, trademark rights, patent rights, database rights, design rights, domain names, etc.) and any other rights attached to the CCIC Works, such as, but not limited to, the right to reproduce, communicate to the public, translate, adapt, arrange or otherwise modify, distribute and commercialize or exploit the Works in any way, worldwide, permanently or temporarily, in whole or in part, in any manner and in any form.

- b) As from the moment of their creation, all Rights to the CCIC Works shall automatically, irrevocably, unconditionally, worldwide, in their full scope and for the entire duration thereof under Belgian law, be transferred to the Collaboration as of their moment of creation. No remuneration or compensation to any Trustee shall be due for this transfer, and all Trustees accept and confirm that the benefits which accrue from their membership of the Collaboration are a fair and reasonable consideration for the transfer of Rights.**
- c) The Trustee hereby warrant irrevocably, unconditionally and for the duration of their protection under Belgian law, that any moral rights to the CCIC Works will not be exercised vis-à-vis the Collaboration and any third parties worldwide.**
- d) The transfer of the Rights to the CCIC Works includes the transfer of all current and future modes exploitation of the Rights.**
- e) The aforementioned transfer of the Rights to the CCIC Works and renunciation of the exercise of moral rights will survive the termination of the membership of the Trustee, regardless of its cause.**
- f) The Trustee warrants that it has all necessary rights and permissions to transfer the Rights and the CCIC Works, and that the transferred Rights do not infringe the rights of any third party.**
- g) If any third party asserts a claim or brings an action against the Collaboration alleging that the CCIC Works, the Rights and/or the transfer thereof to the Collaboration infringe any right of that third party, the Trustee who transferred such Rights and/or CCIC Works to Collaboration shall at its expense and at the first request of the Collaboration (1) provide the Collaboration with all information and assistance (o. a. voluntarily intervene in a negotiation, mediation or procedure) in order to enable the Collaboration to defend itself to the best of its ability, and (2) compensate the Collaboration in full for any damages, fines, costs and other damages (including fees and costs of counsel and experts) arising out of or in connection with such claim or demand. If, as a result of such claim or demand, the Collaboration can no longer use all or part of the CCIC Works, the Collaboration shall be entitled, ipso jure and without judicial intervention, to have the infringing whole or part of the CCIC Works recreated by a third party at the expense of the Trustee, without prejudice to the Collaboration's right to claim damages.**
- h) The Trustee shall refrain from claiming or obtaining, anywhere in the world, intellectual and industrial property rights and any other rights to the CCIC Works and any similar protection.**



- i) At the first request of the Collaboration, the Trustee shall (1) sign or ensure to be signed, without additional fee, any instrument which the Collaboration considers necessary for the protection, anywhere in the world, of the Collaboration's Rights and any other rights to the CCIC Works, and (2) assist the Collaboration in drawing up such deeds and in obtaining and enforcing such protection.

14. Dissolution and liquidation

- a) The Assembly of Trustees can decide to dissolve the Collaboration by a 3/4th majority of the votes of all Members, if thirty days' notice of the intent to dissolve and liquidate the Collaboration has been circulated as an agenda item to the Assembly. If insufficient Members are present at the first meeting Assembly of Trustees where the intent to dissolve and liquidate is on the agenda, a new meeting of the Assembly of Trustees can be held within fourteen days of the first one, where the decision to dissolve and liquidate can be made by a 3/4th majority of the votes cast (irrespective of the number of Members who are present).
- b) In case the Collaboration has a positive credit balance, the Assembly of Trustees shall allocate the balance as much as possible in accordance with the purpose of the Collaboration.
- c) The liquidation shall be carried out by the Assembly of Trustees.
- d) After the dissolution, the Collaboration shall continue to exist in so far as this is necessary for the liquidation of its assets. The Bylaws shall remain in force as far as possible. In documents and announcements emanating from the Collaboration, the words 'in liquidation' shall be added.
- e) The Collaboration shall cease to exist on the moment that all benefits have been liquidated to the knowledge of the liquidators.
- f) The books and the records of the dissolved Collaboration shall be kept after the end of the liquidation for the period required by law.

15. Amendments

- a) This Charter and Bylaws may be amended by the Assembly of Trustees by a two thirds majority of votes cast, if thirty days' notice of the amendment (including its substantive content) has been circulated to the Assembly.