

## **ANNEX 1- PCEP ARTICLES OF ASSOCIATION**

### **ARTICLE 1 -NAME, REGISTERED OFFICE AND TERM**

- 1.1.** "Polyolefin Circular Economy Platform", abbreviated "PCEP", is an international non-profit association governed by Title III of the Belgian law of June 27, 1921 on non-profit associations, foundations, European political parties, and European political foundations (Articles 46 to 57).
- 1.2.** The Association's registered office is at Avenue des Arts 6-9, 1210 Brussels, Belgium. It may be moved to any other location in Brussels or its vicinity by decision of the Steering Board published in the Annexes to the Belgian Official Gazette.
- 1.3.** The Association shall be set up for an indefinite term. Its dissolution shall be possible at any time in accordance with the Articles of Association.

### **ARTICLE 2 -OBJECTIVES**

- 2.1.** The Association's main purpose is to host, facilitate, and promote the establishment and funding of circular economy and other initiatives within the value chain for polyolefin and its stakeholders.
- 2.2.** To do so, the Association can, among other things:
  1. study and attempt to solve problems connected with the use, reuse, application, and recycling of polyolefin-based products;
  2. collaborate and cooperate within the polyolefin value chain and support efforts aimed at furthering the use, reuse, application and recycling of polyolefin-based products;
  3. study and attempt to solve problems of legitimate interest concerning circular economy for polyolefin, such as scientific, technical or regulatory issues;
  4. collect, exchange and distribute information and good practices in the context of its corporate purpose;

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5. organise conferences, scientific debates or other advocacy initiatives with a view to promote and facilitate research, knowledge transfer and debate in the context of its corporate purpose;
6. collaborate, cooperate and communicate with national and international organisations, in particular institutions of the United Nations, the OECD and the European Union, in the context of its corporate purpose, including on any industry commitments to be granted to these organisations on behalf of the polyolefin value chain;
7. take any measure or initiative and initiate any action likely to promote the achievement of its purpose.

## ARTICLE3- MEMBERSHIP

### 3.1. Number of members

The Association may have any number of members.

### 3.2. Categories of members

The Association shall be composed of the following categories of voting members:

1. Polyolefin Producers;
2. Polyolefin Recyclers;
3. Polyolefin Converters;
4. Brand Owners;
5. Retailers; and
6. Waste Management Companies.

The Association shall furthermore be composed of one category of non-voting members: Affiliate members.

### 3.3 Eligibility for membership

#### 3.3.1 *Polyolefin Producers*

Producers of polyolefin. This category has 50% of the total voting rights of all members.

#### 3.3.2 *Polyolefin Recyclers*

Recyclers of polyolefin. This category has 10% of the total voting rights of all members.

#### 3.3.3 *Polyolefin Converters*

Converters of polyolefin products. This category has 10% of the total voting rights of all members.

#### 3.3.4 *Brand owners*

Owners of brands using polyolefin-based products. This category has 10% of the total voting rights of

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all members.

*3.3.5. Retailers*

Retailers of polyolefin-based products. This category has 10% of the total voting rights of all members.

*3.3.6 Waste management companies*

Waste management companies of polyolefin-based products. This category has 10% of the total voting rights of all members.

### 3.3.7. *Affiliate members*

Members with an interest in the polyolefin value chain but who do not fall into the above categories, e.g. universities, research centres, suppliers, service providers, etc. This category has no voting rights.

### 3.3.8. *Trade associations*

For each category of membership, trade associations representing companies eligible for the above categories can also become members of this category. A trade association shall have the same rights and obligations as a regular member in the relevant category.

### 3.3.9. *Good reputation*

Members are required to maintain a "good reputation". A "good reputation" means that members are not suspended or banned from activity in the European Economic Area (EEA), are duly registered with a competent authority, and are known to have a good reputation and as being trustworthy. The Steering Board may at any time ask members to provide evidence of maintaining their "good reputation" and of their compliance with all other eligibility criteria.

Members understand and agree that they must comply with all applicable laws and regulations regarding competition law, fraud and corruption, and personal data protection.

## **3.4. Application for membership**

Application for membership of the Association shall be made in writing to the Secretary General, who shall submit the application for consideration by the Steering Board.

## **3.5. Decision on admission**

Acting on the application for membership, the Steering Board shall determine the eligibility of the applicant for membership of the Association according to the provisions of Section 3.3. The Steering Board makes admission decisions.

If a candidate member meets the eligibility requirements of more than one category, the Steering Board shall decide in which category the candidate will be accepted.

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Once the application has been approved, the applicant shall become a member of the Association and shall be so advised.

### **3.6. Termination of membership**

#### *3.6.1. Non-compliance with the membership conditions*

Subject to Section 3.6.3, the membership of any individual member company shall terminate in the event said member is no longer able to prove its eligibility for membership and if it violates these

Articles of Association. Such termination shall be effective as of the end of the Association's current fiscal year.

### *3.6.2. Resignation*

Subject to compliance with the provisions of article 5 hereof, a member must notify its resignation from the Association for the following year by 1st October of the current year by sending written notice to the Secretary General.

### *3.6.3. Expulsion and reinstatement*

Any member may be expelled by the General Assembly for non-compliance with its obligations according to these Articles of Association on a vote of two-thirds of the votes present or represented after an opportunity to be heard has been granted to the member in question. A member expelled pursuant to this paragraph may be re-instated upon application pursuant to paragraph 3.4 hereof and upon approval by the General Assembly of that application by two-thirds of the votes present or represented.

## **ARTICLE 4 - ASSOCIATION ORGANISATION**

### **4.1. General Assembly**

#### *4.1.1. Annual and other meetings of the General Assembly*

An Annual Meeting of the General Assembly shall be held at such time and place as may be determined by the Steering Board. The Steering Board may also call other meetings of the General Assembly.

The Chair shall call a meeting of the General Assembly at the written request of members representing at least 20% of the votes of the total membership.

#### *4.1.2. Notice of Annual and other Meetings*

Notice of the date and place of an Annual Meeting, and of the business to be transacted, shall be sent to each member of the Association at the address appearing on the books of the Association at least

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fifteen days prior to the date of the meeting. Such notice may also be addressed by way of email or fax to the email address or fax number as communicated to the Association by the member. All other meetings shall be convened in the same manner.

*4.13. Attendance at the General Assembly*

Each individual member company of the Association shall be represented at the General Assembly by a senior representative of the member company, who may be accompanied by additional delegates.



Other persons shall be entitled to attend by invitation of the Steering Board. Only a member shall be entitled to act as another member's proxy.

Members may each be represented at the General Assembly by another member bearing a special proxy. No member may hold more than 50 proxies.

#### *4.14. Quorum and majority*

There is no specific quorum requirement. Any resolution put to the vote of the General Assembly shall be deemed carried if supported by a majority of all the votes present or represented, regardless of the number of members present, unless otherwise provided for in these Articles of Association.

The General Assembly may meet by conference call, videoconference, or other electronic means.

#### *4.15. Competence*

The General Assembly shall be competent to:

- a. elect the members of the Association's Steering Board from among the delegates of member companies at the General Assembly;
- b. approve the budget, the membership dues and the annual accounts;
- c. decide on the expulsion of members;
- d. amend the Articles of Association;
- e. dissolve the Association.

#### *4.16. Votes*

Each category of members of the Association shall be entitled to the following votes at the General Assembly:

- "Polyolefin Producers": 5 votes;
- "Polyolefin Recyclers": 1vote;
- "Polyolefin Converters": 1vote;
- "Brand Owners": 1vote;

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- "Retailers": 1vote; and
- "Waste Management Companies": 1vote.

The "Affiliate Members" category does not have any voting rights.

Before each General Assembly, a preparatory meeting of each category of members will be held to determine how the votes allocated to each category will be cast.

The Chair will take the vote to be cast on behalf of the relevant category from either a designated spokesperson or, if no such spokesperson has been appointed, from any member of the relevant category attending the General Assembly.

4.1.7. *Minutes*

The decisions taken by the General Assembly shall be recorded in a register in the form of minutes signed by the Chair of the Steering Board and by the Vice-Chair or the Secretary General.

This register shall be kept at the Association's offices where it may be examined by all members of the Association but may not be removed from the premises.

Copies of the minutes shall be distributed to all members of the Association.

**4.2. Steering Board**

4.2.1. *Powers*

The governing powers of the Association shall be vested in a Steering Board which shall decide on all matters which are not expressly assigned to the competence of the General Assembly.

4.2.2. *Constitution*

The Steering Board shall consist of a minimum of three and a maximum of twenty members. This number includes the Chair and Vice-Chair.

The Secretary General shall participate in all meetings of the Steering Board but shall not have a right to vote.

4.2.3. *Election and organisation of the Steering Board*

The General Assembly shall elect the Chair, the Vice-Chair, the Treasurer and the members of the Steering Board. The Steering Board shall determine its own organisation.

Each category of members of the Association nominates candidates for the position of member of the Steering Board. The members within each category of members of the Association nominate the candidates that will represent the category on the Steering Board.

Each category of members may nominate corporate entities for the position of member of the Steering

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Board, provided that the corporate entities are also members of the Association. Trade associations are not eligible for the position of member of the Steering Board.

When a corporate entity is appointed as a member of the Steering Board, it shall be required to appoint a permanent representative, a natural person, who is responsible for carrying out this mission on behalf of the corporate entity. Permanent representatives shall not be employees or staff members of trade associations.

In carrying out their duties, the members of the Steering Board shall take into account the Association's interests as well as the interests of the members of the category that appointed them.

The General Assembly shall appoint the members of the Steering Board by respecting the following percentage of seats allocated to each category of members:

- "Polyolefin Producers": 50% of the members of the Steering Board;
- "Polyolefin Recyclers": 10% of the members of the Steering Board;
- "Polyolefin Converters": 10% of the members of the Steering Board;
- "Brand Owners": 10% of the members of the Steering Board;
- "Retailers": 10% of the members of the Steering Board; and
- "Waste Management Companies": 10% of the members of the Steering Board;

Each category of members shall appoint the number of candidates necessary to comply with the allocation indicated above.

If a category does not have any members, no seat shall be allocated to that category.

In the event of a vacancy, the members of the Steering Board may temporarily appoint a member chosen from the candidates nominated by the category concerned. Such appointed member of the Steering Board shall be appointed until the first Annual General Assembly.

Each category of members, with the exception of Polyolefin Producers, may nominate an individual, a corporate entity or a trade association as an additional observer. The General Assembly may appoint a maximum of five observers. Any corporate entity or trade association which is appointed as observer to the Steering Board shall be required to appoint an individual as permanent representative for the purposes of this mandate. Permanent representatives may be employees or staff members of trade associations.

Observers have the right to participate in the Steering Board meetings but do not have voting rights. Observers are appointed and their term shall be terminated in the same manner as the members of the Steering Board.

#### 4.2.4. *Term of office*

The term of office of each member of the Steering Board shall be two years, commencing upon election

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and running until the second Annual General Assembly thereafter. The members of the Steering Board may be re-elected an unlimited number of times each for a period of two years.

*4.2.5. Meetings, quorum and majority*

The Steering Board may hold such regular and special meetings as it deems necessary for the management of the affairs of the Association. Meetings of the Steering Board shall be called by the Chair or Vice-Chair.

At any meeting of the Steering Board, one half of the voting members eligible to attend shall constitute a quorum. Each member has one vote and all decisions shall be taken by a simple majority.

The following decisions shall be taken by a three-quarters majority of the votes of the attending or represented members:

- Decisions on commitments made by the Association on behalf of the polyolefin value chain to national and international organisations, in particular institutions of the United Nations, the OECD and the European Union; and
- Decisions on common public joint positions made by the Association on behalf of the polyolefin value chain.

Any member of the Steering Board may, by means of a document bearing their signature which has been communicated in writing, by fax, by email, or by any other means, give another member of the Steering Board a proxy in order to represent them at a particular meeting. The member of the Steering Board that will be represented shall share with and send the proxy to the Secretary General prior to the meeting. A member of the Steering Board may represent several members and, in addition to its own vote, may cast as many votes as he/she has received as proxies.

The Steering Board may meet by conference call, videoconference, or any other electronic means.

The notice convening the meeting may be sent to the email address or fax number communicated by the member to the Association.

#### 4.2.6. *Minutes*

The decisions taken by the Steering Board shall be recorded in a register in the form of minutes signed by the Chair of the Steering Board.

This register shall be kept at the Association's offices where it may be examined by all members of the Association but may not be removed from the premises.

Copies of the minutes shall be distributed to all members of the Steering Board within thirty days of the meeting.

#### 4.2.7. *Authorised signatories and representation at law*

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Instruments which bind the Association with regard to third parties and which do not fall within the scope of day-to-day administrative matters shall be signed by either the Chair or the Vice-Chair of the Steering Board acting alone, or by two members of the Steering Board acting jointly.

Instruments which fall within the scope of day-to-day administrative matters shall be signed by the Secretary General.

Any legal suits shall be brought or defended by the Steering Board which shall be represented by the Chair acting alone or by a specially authorised member of the Steering Board.



Without prejudice to the foregoing, persons granted special authority by the Steering Board may also lawfully represent the Association within the scope of their authority.

### **4.3. Officers on the Steering Board**

#### *4.3.1. Chair*

##### a. Function

The Chair shall preside over all meetings of the General Assembly and the Steering Board and shall represent the Association in accordance with the directions of the Steering Board.

##### b. Vacancy and substitution

In the event of the resignation, incapacity, or death of the Chair, the most senior member of the Steering Board in office shall assume the role of Chair during the Chair's unexpired term. During any period of absence or temporary incapacity of the Chair, the Vice-Chair shall perform the duties and have the powers of the Chair.

#### *4.3.2. Vice-Chair*

During any period of absence or temporary incapacity of the Chair, the Vice-Chair shall perform the duties and have the powers of the Chair.

#### *4.3.3. Treasurer*

The Treasurer shall be responsible for maintaining proper books of account of the Association.

#### *4.3.4. Secretary General*

The Steering Board shall employ a Secretary General and shall determine his/her remuneration. The Secretary General shall serve as the Association's full time operating executive and shall perform such duties as may be prescribed by the Steering Board. The Secretary General is appointed as delegate responsible for the Association's day-to-day management.

The Secretary General cannot be a member of the Steering Board.

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The Secretary General shall have the power to delegate his/her authority. The Secretary General may delegate the powers vested in him/her under these Articles of Association or by the Steering Board. The Chair shall ratify any such delegated authority.

Subject to approval by the Steering Board, the Secretary General may employ such additional administrative, technical or other specialists to serve the Association as he/she may deem necessary and appropriate.

The Secretary General shall be responsible for keeping a list of members. He/she shall have custody of the books and records of the Association.

#### **4.4. Working groups**

The Steering Board may decide to create working groups which are open to all members or some members and shall determine the governance and other parameters of these working groups.

#### **4.5. Best practices**

The Association shall ensure that all the activities necessary to achieve the corporate purpose are carried out in compliance with all applicable laws and regulations, including regarding competition law, fraud and corruption, and personal data protection.

#### **4.6. Communications**

##### *4.6.1. Policy statements, publications*

No document purporting to represent Association policy or practice shall be issued by any member or in the Association's name without the prior approval of the Secretary General, the Chair, the Vice- Chair, or the Steering Board.

##### *4.6.2. Minutes*

All minutes of the General Assembly, Steering Board, and working groups of the Association shall be drawn up according to the provisions set out by the Association's internal regulations.

##### *4.6.3. Ownership and copyright of the results*

All legal ownership, property and copyright of any and all results of the work of the Association as well as of any independent party accepting any task from the Association shall be vested in the Association, unless differently provided by the Steering Board, and only be used in accordance with a decision or regulation of the Steering Board of the Association.

Members may only use the logos, trademarks, contents and/or other materials of the Association protected by intellectual property rights (the "Materials") in close cooperation with and as instructed by the Association. Members shall use the Materials only to further the achievement of their object and/or the purposes of the Association as defined in article 2 of these Articles of Association. The member shall

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consult the Association and seek to obtain its endorsement of the final content before publishing any Materials.

## ARTICLE 5 - DUES

### 5.1. Association dues

Membership dues shall be determined by the Steering Board and submitted for final approval to the General Assembly on a yearly basis.

When determining the membership dues, the Steering Board shall take into account the following general guidelines: firstly, the membership dues shall be aimed at covering at least the expenditure provided for in the budget; and secondly the allocation shall over time strive towards the following principles:

- "Affiliated Members": shall pay a fixed fee determined by the Steering Board; the Steering Board may exempt certain categories of Affiliated Members from membership dues;
- "Polyolefin Producers": 50% of the remaining membership dues;
- "Polyolefin Recyclers": 10% of the remaining membership dues;
- "Polyolefin Converters": 10% of the remaining membership dues;
- "Brand Owners": 10% of the remaining membership dues;
- "Retailers": 10% of the remaining membership dues; and
- "Waste Management Companies": 10% of the remaining membership dues;

It being understood that the allocation shall be made by reference to (i) the expected budget for the relevant year and (ii) the expected number of members that each category will have during the relevant year. Therefore, if it is expected that a certain category will not have members during the relevant year, the other categories, with the exception of the Affiliate Members category, shall assume the relevant fees pro rata to the respective allocation between the categories with members.

When the Association has received a higher amount of Association dues than those required to cover the expenditure provided for in the budget, the surplus shall be allocated to the reserves of the Association or be used for any other purposes as determined by the Steering Board.

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Within each category, other than the Affiliated Members, the individual members shall determine how the relevant membership fees are paid and shall communicate this to the Association. If the Association has not received any agreed allocation between individual members for a certain category, it shall charge each of the members of the relevant category the total fees due by the category divided by the total number of members in that category at the relevant time.

## **5.2. Members accepted after beginning of year**

A member who joins the Association after the beginning of the fiscal year shall pay the dues on a pro rata temporis basis from the date it joins.

### **5.3. Payment of dues**

Dues are payable at the beginning of the fiscal year or, in respect of that year, on the date the applicant's membership application is approved. Members who resign or who are expelled from the Association shall be liable for dues for the entire fiscal year in which they resign or are expelled.

## **ARTICLE 6 - ANNUAL BUDGET AND PROGRAMME**

### **6.1. Annual programme**

The Steering Board submits a programme proposal at the Annual General Assembly outlining the Association's projects, activities, and services for the coming year. The General Assembly shall adopt this programme of projects, activities, and services for the coming year in the form it determines.

### **6.2. Adoption of budget**

The budget of the Association shall be adopted at a meeting of the General Assembly, each year, for the following fiscal year.

## **ARTICLE 7 - ASSETS AND LIABILITIES**

### **7.1. Members' interest in the Association's assets**

All interests of each member in the funds, investments and other assets belonging to the Association shall immediately cease in the event that the membership of such member of the Association terminates for any reason including the dissolution of the Association.

In the event of such termination, such member and the representatives of such member shall have no claim on account of such assets against the Association or against the other members, or their representatives, or any of them.

### **7.2. Disposal of Association assets on dissolution**

Upon dissolution of the Association, and after payment of all indebtedness and obligations of any kind of the Association, the funds, investments, and other assets of the Association shall be remitted to a

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non-profit organisation which is in the public interest and which is concerned with protection of the environment.

### **7.3. Limitation of members' liability**

Members shall only be liable to pay annual dues fixed by the Steering Board and shall in no way be responsible for any claims against the Association.

## ARTICLE 8 - FISCAL YEAR

The fiscal year of the Association shall correspond to the calendar year.

## ARTICLE 9 - AMENDMENTS AND DISSOLUTION

These Articles of Association may be amended at a General Assembly by a majority of at least two-thirds of the votes cast provided that no less than two-thirds of all the members of the Association are present or represented. In each case at least fifteen days' written notice of the proposed changes must be given.

This procedure also applies to the dissolution of the Association, in which case the General Assembly shall nominate one or more liquidators and determine the powers to be given them.

Any amendments to the Articles of Association must be published in the Belgian Official Gazette and, if so prescribed by law, submitted to the Ministry of Justice.

## ARTICLE 10 - GENERAL PROVISIONS

Anything not provided for in these Articles of Association, particularly the publications to be made in the Annexes to the Belgian Official Gazette, shall be settled in accordance with the provisions of Book X of the Belgian Code on Companies and Associations.

## ARTICLE 11 - APPLICABLE LAW

All of the aspects that have not been addressed in the context of these Articles of Association, in particular concerning the publications to be made in the Annexes to the Belgian Official Gazette, will be regulated in accordance with the provisions of Belgian law.

## ARTICLE 12 - DISPUTES

Any dispute between the Association and any of its members or a member of the Steering Board, as

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well as any dispute between one or more members of the Association and/or one or more members of the Steering Board and/or any other person carrying out any position at the Association, shall be subject to the courts of the Association's registered office.

## ANNEX 2 - CONFIDENTIALITY

Any information disclosed orally, in writing, by fax, by email or any other means, by an (Affiliate) Member, the Association or either's representatives ("**Disclosing Party**") to another (Affiliate) Member, the Association or either's representatives ("**Receiving Party**") shall be treated as confidential by the Receiving Party provided that such information pertains to the business, research or other activities of the Disclosing Party ("**Confidential Information**"). Confidential Information shall be treated by the Receiving Party as confidential with respect to third parties and thus not be disclosed to the latter in any way, except for any portion thereof that constitutes information which is: (i) rightfully in the public domain other than by a breach of a duty not to disclose to the Disclosing Party; (ii) rightfully received from a third party without any obligation of confidentiality; (iii) rightfully known to the Receiving Party without any limitation on use or disclosure prior to its receipt from the Disclosing Party; (iv) independently developed by employees of the Receiving Party; or (v) generally made available to third parties by the Disclosing Party without restriction or disclosure. Such Disclosing Party's Confidential Information shall be maintained by the Receiving Party in confidence with at least the same degree of care that the Receiving Party uses to protect its own proprietary information and in no event with less than reasonable care, and the Receiving Party shall only use such Confidential Information for the Association purpose for which it was submitted. In the event a Receiving Party breaches the obligation of confidentiality with respect to Confidential Information of a Disclosing Party, the sole and exclusive remedy of the Disclosing Party shall be to seek recourse against the breaching Receiving Party with the understanding that the Association shall have no liability with respect to breaches committed by its Members or the latter's representatives. The Receiving Party: (i) shall restrict the disclosure of the Confidential Information to its representatives that need to know it because of their involvement in the Association's activities; (ii) shall cause its representatives to strictly comply with the confidentiality obligations under the present clause; (iii) in particular, shall have entered with its representatives into a confidentiality agreement containing no less stringent obligations than the confidentiality obligations set forth in this Article; (iv) shall be responsible for any action or inaction of its representatives resulting in a breach of the confidentiality obligations set forth in this Article. The Receiving Party shall indemnify the Disclosing Party from and hold it harmless against losses and liabilities arising out of any of its and/or

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its representatives' breach of the confidentiality obligations set forth in this Article. Third parties seeking access to an (Affiliate) Member's Confidential Information that has been provided to the Association must reach an agreement with the (Affiliate) Member as a condition for being provided the (Affiliate) Member's Confidential Information. An (Affiliate) Member's Confidential Information will not be included in an Association document unless the (Affiliate) Member waives its confidential nature. The rights and obligations set forth in this Article shall expire five (5) years after (i) the closing of the dissolution of the Association or (ii) the end of the (Affiliate) Member's membership to the Association, depending on whatever takes place first.

### **ANNEX 3 - INTELLECTUAL PROPERTY RIGHTS**

Any (Affiliate) Member shall immediately upon creation fully and exclusively assign to the Association all copyright in any documentation or other work developed specially for the Association upon the Association's request and make sure and warrants that it holds all necessary rights herein to the extent legally possible. With regard to any documentation or other works not specially developed for the Association, the (Affiliate) Member shall grant the Association a non-exclusive royalty free licence with right to sublicense to use such documentation or works in the framework of the activities of the Association or its (Affiliate) Members for the duration of the copyright therein.