

Statutes of IFOAM AgriBioMediterraneo

11 June 2000

The IFOAM Mediterranean Regional Group (hereafter mentioned as RG) as agreed during the General Assembly at Bari, Italy, July 1997 is established by the IFOAM members of countries bordering the Mediterranean Sea including ex-Yugoslavian states, Portugal and Jordan.

The Regional Group coordinates the activities of IFOAM-member organizations in the Region. It provides a forum for the exchange of experiences to provide local development, harmonize actions and goals between different countries and institutions and to promote cooperation between various groups of interest involved in the organic production chain.

1. Organs

The Regional Group's organs are the General Assembly (GA) and the Regional (RB), executive (EB) and Country Representatives' Boards (CRB).

a. The General Assembly

The General Assembly is formed by the IFOAM members of the Region. Membership is reached through signing the contract between the RG and IFOAM. Membership ends through leaving the RG, end of existence of a member organization, in case of exclusion from IFOAM or RG. A regular GA is held every two years. The first call for the GA must be realized 6 months before. On the written request of one third of the members or majority of the Regional Board and the Country Representatives' Board, an Extraordinary GA is called with three months notice.

Each member of the RG sends a representative to the GA.

Representatives has to prove their authorization. Votes by written proxy are permitted but restricted to a total of 5 votes per person. IFOAM members of the region, who are not members of the RG, also receive an invitation and may participate in the GA without voting right. GA votes with simple majority with at least one fourth of the members represented. The Regional Board, Executive Board and the member holding the **Permanent Secretariat** (PS) are elected by GA.

Members have one vote for each of the totally seven positions.

The tasks of the GA is to make up the action plans for the coming term, take decisions on all matters relation to the RG, election and exoneration of the Regional and executive boards, acceptance of the budget and agreement on any fees.

Minutes are to be taken from each GA which includes all the decisions agreed upon.

b. Regional Board (RB) and Executive Boards (EB)

The Regional Board consists of 7 members elected by the GA in the following manner: Three members elected for the executive board and 4 members elected as the chairpersons of the Working Groups on Standards, Training, Research and Development and Market Forum. The member who gets the highest vote in the elections of the executive board is the president of the Regional Board and the Executive Board. In case of tie, the voting is repeated by secret ballot.

The Executive Board (EB) designates a Vice-President and a Treasurer among itself. The RB meets at least twice a year. The call for usual meetings is made by the President upon the decision of the RB. The convocation for the RB meeting should be made one Month prior to the meeting.

The RB is the decisive board in carrying out the action plan agreed upon by the GA, supervising the permanent administrative Secretariat, organizing meetings and related activities and fund raising.

The RB designates an IFOAM member institution elected by the GA as the permanent Secretariat, as the coordinating organization towards IFOAM.

c. Country Representatives' Board (CRB)

The CRB is established by the representatives of the countries in the Mediterranean Region. The country representatives are elected by the IFOAM members in the country. In CRB, each country has one vote. It has an advisory role in the amendments and supervision of the action plans. It may approve the proposals of the RB. They are responsible of distributing information to and from the IFOAM members in their country and RG. CRB members hold a meeting possibly once a year.

2. Permanent Secretariat (PS)

The permanent Secretariat is the contact point for the RG. They execute all the activities deliberated by the EB, and they are responsible to fulfill all the administrative work for the RG. They also take the minutes during meetings and send the draft to IFOAM. They distribute the information among the Regional Boards member and the ABM members. Their responsibility starts with the approval of the GA and finalized after a contract is signed between the EB and the Permanent Secretariat (PS). The **General Secretary** attends all of

the EB and RB meetings. They may hire staff needed. Such appointments must be approved by the EB.

3. Workgroups

The Working Groups are formed by the approval of GA. The membership is open to any member of the RG. Only chairpersons are elected by the GA.

4. Language

The official language of the IFOAM Mediterranean is English.

5. Period of existence

The effective period of the newly elected Boards will be from the day of election until the next GA meeting. A decision on the end of existence of the RG may, after prior written motion be decided with a three quarter majority of the voting members.

Contract between IFOAM and AgriBioMediterraneo

11 June 2001

Introduction

This contract has been developed to clarify the relation between the IFOAM World Board and the Mediterranean Regional Group.

Contract

This contract is made between the International Federation of Organic Agriculture Movements (IFOAM), represented by its World Board of directors (IFOAM World Board), thereafter called «IFOAM» and the IFOAM Regional Group of Mediterranean IFOAM members.

Nature

1) The IFOAM Regional Group coordinates the IFOAM members in the Mediterranean Region defined as the countries bordering the Mediterranean Sea including ex Yugoslavian states, Portugal and Jordan – thereafter called the Region.

2) The IFOAM Regional Group is not a legal entity of its own. It has not the right to use the term «IFOAM» or an indication, which may be

mistaken for the IFOAM name as its own name or the name of its members. It operates under the conditions of this agreement as the regional structure within the worldwide organization of IFOAM in the Region. The IFOAM Regional Group and each of its members acknowledge IFOAM's sole ownership of the name of «IFOAM».

3) The Regional Board of the IFOAM Regional Group coordinates the IFOAM members' activities in the Region.

4) The IFOAM Regional Group will strive to establish a permanent and adequate participation of IFOAM members (organizations of farmers, traders, processors, retailers, consumers, environmental interest groups and science) in the Region.

5) The IFOAM Regional Group will act in the spirit in accordance to IFOAM statutes and policies. It will propagate strict adherence to the principles in the IFOAM Basic Standards of Organic Agriculture.

6) The IFOAM Regional Group will represent IFOAM only in IFOAM compatible activities. It may present itself as IFOAM's regional group, but it may use the name of IFOAM only in compatible situations. The IFOAM World Board will have the final decision on such compatibility. Its decisions may be appealed to the next General Assembly, but be binding in the meantime.

7) To reflect those conditions of organic agriculture specific to the region the IFOAM Regional Group has the mandate to draft «IFOAM Regional Basic Standards of Organic Agriculture» within the framework defined by IFOAM statutes, policies and the principles in the IFOAM Basic Standards.

8) The IFOAM Regional Group may decide to form an IFOAM Regional Standard Committee. Its members are to be chosen by the IFOAM Regional Group and the chosen candidates are to be confirmed by the IFOAM World Board.

9) The Regional Standard Committee will present the draft for regional standards to the Global Standard Committee for advice. With the advice of the Global Standard Committee the draft will be presented to the General Assembly of IFOAM for approval and enter into force after such approval. Drafts shall be communicated to the IFOAM Standards Committee in due time to allow for the preparation of adequate comments in the course of their development.

Organizational Requirements

10) The IFOAM Regional Group is open to all IFOAM members in the

Region. These are to be invited to all general meetings of the IFOAM Regional Group.

11) Its members will at any time come from at least three countries.

Procedures

12) The IFOAM Regional Group will formulate its own rules of procedure. These are to be confirmed by the IFOAM World Board. The IFOAM Regional Group will elect three or more persons as a Regional Board. These persons must represent certain IFOAM members in the Region. Only individuals nominated by an IFOAM member organization in the Region may be elected.

13) If a member of the Regional Board is no longer representing an IFOAM member organization in the Region, his/her position in the Regional Board will be discontinued.

14) The Regional Board appoints a Regional Coordinating IFOAM member organization. This organization will be the address of the Regional Group and host the Secretariat. It will provide for logistic services, such as communication links, and ascertain the swift transport of communications by IFOAM to the members of the IFOAM Regional Group and of the documents to be generated by the IFOAM Regional Group to IFOAM. It will therefore avail of fax and E-mail facilities. It will be referred to as the "Secretariat of the IFOAM Regional Group".

15) The Regional Board elects one person as the Regional IFOAM Coordinator. For this function a member of the Regional Board will be chosen. Only with the consent of the Regional Board another person may be chosen to act as the "Regional Coordinator".

16) The IFOAM Regional Group has not the right to nominate a member in the World Board, but one of the IFOAM members in the Regional Coordination Group will be named to the IFOAM World Board to act as the "Regional Coordinating IFOAM member".

17) The IFOAM World Board will appoint from among its members one person to act as a liaison person to the IFOAM Regional Group.

18) Requests for information on the IFOAM Regional Group' activities by IFOAM members in the Region are answered in due time, but not later than within four weeks after the communication of the request.

19) The Regional Board records the decisions of the IFOAM Regional Group and of its committees and it keeps a list of activities, initiatives

and contacts (date, type, partner) in English.

20) The Regional Coordinator communicates these records to the IFOAM World Board within three weeks after decisions have been taken and the list at the end of each quarter.

21) If the Regional Coordinator does not receive a notice of disapproval by IFOAM within three months after the reception of the minutes by the IFOAM World Board, the reported decisions are supposed to be approved by IFOAM. IFOAM should disapprove of decisions by the IFOAM Regional Group later only, if new facts have become known to the IFOAM World Board. The IFOAM Regional Group is obliged to obtain from the implementation of those of its decisions which have been disapproved of by the IFOAM World Board.

22) Fundraising proposals in the name of IFOAM will be presented to the IFOAM World Board before they are communicated to third parties. They will be communicated to the General Secretary, to the Treasurer and to the World Board Counterpart. Fundraising activities will be undertaken only with the prior approval of the IFOAM-E-Board. On a case-to-case basis an agreement between the IFOAM Regional Group and IFOAM stating the conditions for a respective agreement with the donor will be set up defining conditions for the transaction. The IFOAM Regional Group will not undertake fundraising activities without the prior consent of IFOAM.

23) The IFOAM Regional Group will not raise general contributions from its members. For specific purposes it may ask them for contributions, but only with the prior written consent of the IFOAM World Board.

Termination

24) IFOAM may terminate this agreement at any time. This requires a decision of the IFOAM World Board, which is to be approved by the next General Assembly of IFOAM.

25) The IFOAM Regional Group may terminate this agreement with proper notice in due time.

Post-contractual Obligations

26) The IFOAM Regional Group and all its members are obliged to abstain from using the name of IFOAM or from referring to IFOAM without the prior, written consent of IFOAM at any time, even when this agreement has been terminated.

Extension

27) IFOAM offers all its members in the Region to become a party to this agreement. Participation in the IFOAM Regional Group requires the prior signing of this contract and the communication of the signed contract to IFOAM.

Arbitration

28) Conflicts arising from this contract between the parties are referred to the IFOAM Court of Arbitration and Conciliation. The court decides the matter finally. Its jurisdiction replaces the jurisdiction of all public courts. This Arbitration Agreement is concluded in a separate document, signed by all parties

GA accepted changes and amendments of the ABM Statutes, as follows:

- * GA will be held every 3 years (next to be in 2005);
- * Executive Board (EB) now consists of a president and two vice-presidents
- * If members from one country do not elect their representative in the Country Representative Board (CRB) Regional Board has the right to designate one person