

AGREEMENT FOR A EUROPEAN ECONOMIC INTEREST GROUPING

The undersigned:

Wolfgang Müller (President Austrian S. Perio); Anne Marie de Boever (President Belgium S. Perio); Trevor Watts (President British S. Perio); Ivo Drizhal (President Czech S. Perio); Kirsten Warrer (President Danish S. Perio); Maren E de Wit (President Dutch S. Perio); Birgitta Von Troil (President Finnish S. Perio); Bernard Paquelet (President French S. Perio); Thomas Hoffmann (President German S. Perio); Antonis Konstantinidis (President Hellenic S. Perio); Anne O'Donoghue (President Irish S. Perio); Giovanni Gagliardi (President Italian S. Perio); Bjorn Elling Gulsvik (President Norwegian S. Perio); Isabel Poiares Baptista (President Portuguese S. Perio); Uros Skaleric (President Slovenian S. Perio); Blas Noguerol (President Spanish S. Perio); Britt-Marie Herdevall (President Swedish S. Perio); Andrea Mombelli (President Swiss S. Perio). Serdan Cintan (President Turkish S. Perio), all of them full members of the European Federation of Periodontology

and

Ksenija Jorgic-Srdjak (President Croatian S. Perio); Istvan Gera (President Hungarian S. Perio); Stabholz Ayala (President Israeli S. Perio); Jaafar Mouhyi (President Moroccan S. Perio); Vojislav Lekovic (President Serbian and Montenegrin S. Perio); Wanda Stokowska (President Polish S. Perio), all of them associate members of the European Federation of Periodontology

together comprise a European economic interest Grouping governed by the European Union Regulation n° 213/85 of the Council of 25 July 1985, the Belgian Law of 12 July 1989, by the present Agreement and also by the internal regulations that the members may decide to adopt.

I. DENOMINATION, REGISTERED OFFICE AND PURPOSE

Article 1

The Grouping established by the present Agreement is named: "E.F.P.-GROUP".

It is established for an unlimited period of time.

Article 2

The registered office of the Grouping has been established at the Belgium Society of Periodontology at 1410 Waterloo, chaussée de Tervueren, 54, Belgium.

It may be transferred to any other location, in Belgium or in a foreign country, under the same conditions as fixed by this Agreement.

Article 3

The purpose of the Grouping is to promote periodontology in Europe and worldwide, using all legal means available to it, and more generally oral health, especially:

- to promote oral health's information and prevention among the European population;
- to promote training and practice of periodontology and oral health in Europe;
- to assure a high-level of knowledge in these disciplines through issuing publications, carrying out scientific activities or by any other available means.

The main aim of the Grouping is to ensure the funding of the above-mentioned activities. In this context it will work in collaboration with E.F.P aisbl and with industrial and/or institutional related bodies active in the domain of oral health.

The Grouping's activities remain of secondary importance to the activities carried out by its different members and by E.F.P. aisbl.

Article 4

The Grouping is established without capital.

II. MEMBERS AND THEIR REPRESENTATION

Article 5

The Grouping is composed of individual organisations having their registered office or principal administrative office located in Europe, together with individual people who are acting in their personal capacity and are admitted due to their function as an elected representative of a professional periodontist or specialised dentists' association that has no juridical status but is active in Europe.

Article 6

The members are the associations that represent qualified periodontists and/or dentists having a specific interest in the domain of periodontology in their own countries that ensure a high degree of awareness or knowledge that is internationally recognised by members and by dentists in their own countries through conferences, publications and any other means available to them.

If the representative association has no juridical status in its native country, then an individual person, either a periodontist or a dentist having a specific interest in the domain of periodontology, is allowed to represent the *de facto* association if it satisfies the conditions set out above.

Every member is obliged to be a member of E.F.P. aisbl.

According to article 4, paragraph 2 of the Belgian law of 17 July 1989, the Grouping will acquire legal personality as from the filing of its deeds with the clerk of the commercial court situated in the jurisdiction where the Grouping has its registered office.

As soon as it has legal personality, the Grouping will automatically take over all obligations that have been undertaken on its behalf before that date by all persons duly authorised to do so by way of special powers-of-attorney granted by the grouping's founder members.

Any obligation undertaken without prior mandate may not benefit from the automatic take over referred to above

Article 7

The members together constitute a voting body with voting rights in which each member is entitled to one vote at General Assemblies. The President of an association-member with juridical status or the member himself if admitted as president of an association that has no juridical status execute voting rights.

Article 8

The Grouping may admit new members if they comply with the conditions mentioned above. Such admissions must receive a two-thirds majority of the votes cast, on the proposal of the Executive Board.

The new member must not honour any debt that had arisen before his admission.

Article 9

Any member of the Grouping may resign on the date of 31 December of each year as long as it has carried out all its obligations to the Grouping, and on condition of giving at least three months' notice notified by registered mail to the Executive Board.

If there is a resignation, the Grouping continues to exist with its other members until the point when only one member remains.

In this case, the resignation that will leave only one member remaining will automatically cause the Grouping to be liquidated

Article 10

Any member who does not carry out its obligations with regard to the Grouping or the other members will receive a warning by registered letters sent by the Executive Board.

If the member in question fails to regularise the situation within a period of 15 days starting from the date of a second warning, the member may be suspended by decision of the Executive Board and shall immediately be prevented from exercising any of its rights within the Grouping while still remaining bound by its obligations, particularly financial ones.

In such a case, the directors shall convene an extraordinary meeting of the General Assembly in order to take a decision on expelling the member in question.

Article 11

Any member of the Grouping may be expelled for one of the following reasons:

- when it commits a serious breach of its obligations, particularly when it fails to pay the sums it owes to the Grouping or to other members of the Grouping;
- when it creates, or threatens to create, a serious disruption in the functioning of the group;
- when it exercises an activity that is contrary to the interests of the Grouping, or one that could damage it.

The expulsion must be voted at the General Assembly of members and receive a two-thirds majority of the votes cast, on the proposal of the Executive Board.

The Grouping shall continue to exist with its other members as long as this expulsion does not leave only one member remaining, in which case it would lead automatically to the dissolution of the Grouping.

A member who is subject to a demand for expulsion may not take part in the vote on its own expulsion, assuming that its rights had not been suspended beforehand.

The loss of membership of the aisbl E.F.P. shall automatically entail the suspension and exclusion of the member concerned. This suspension and expulsion shall be put on record at the immediately following meetings of the directors and of the General Assembly. In such cases, there is no need to convene an extraordinary General Assembly in order to take a decision on this expulsion unless there are other points that could be put on the agenda for discussion.

Article 12

Members shall pay a subscription fixed annually by the General Assembly on the proposal of the Executive Board.

If there is no Agreement on the subscription amount at the General Assembly, the members shall be required as an interim measure to pay the same subscription as for the preceding year.

A member that resigns or is expelled has no right to any reimbursement. This member has no right on the assets of the EEIG.

Article 13

The member that resigns or is expelled remains bound, by solidarity and for an indefinite time with regard to third parties, to honour any debt that had arisen prior to publication of its resignation in the Moniteur Belge, except for his right to be reimbursed by the other members for any sums that he would have paid before this publication, but after the resignation. The Executive Board shall ensure the rapid publication of this resignation.

The member that resigns or is expelled shall not have the right to any reimbursement for the period leading up to its resignation or expulsion.

III. THE GENERAL ASSEMBLY

Article 14

The members' Assembly has the widest powers to take any decision or carry out any task that is useful or necessary to fulfil the objectives of the Grouping.

It is composed of all the members and generally has all the powers which are not expressly attributed by the law or this present Agreement to another body.

In addition, the Assembly has sole competence for taking any decision in connection with the amendment of the present Agreement, admission of new members, expulsion of members and approval of the annual accounts as well as fixing the amounts of the annual subscriptions.

Article 15

The General Assembly shall hold full meetings, under the chairmanship of one of the members of the Executive Board, every year at the head office or in any other location specified by the calling notice.

The calling notice shall be drawn up and sent by the Executive Board 50 days before the General Assembly.

It shall contain the agenda and the exact dates and place of the meeting.

An extraordinary General Assembly may also be convened by the members of the executive board if deemed necessary on the initiative or at the request of at least half the members. In such cases, the above-mentioned deadline of 50 days shall be reduced to 30 days.

Article 16

The General Assembly shall not take decisions unless half the membership is present or represented.

If this condition is not met, another meeting shall be convened 30 days later.

In such a case, the Assembly may hold valid discussions without regard to the number of members present.

Each member has one vote.

Each member can be represented to the General Assembly by one other member with a proxy. A member can not represent more than two other members.

Article 17

Except by derogation from this Agreement, decisions shall be taken by simple majority.

They shall be made known to all the members by all kinds of means (regular mail, fax, electronic mail etc).

Decisions taken by the General Assembly shall be written down in a register signed by the secretary of the Executive Board and shall be kept in the head office by the Executive Board, who shall allow members to consult them.

The General Assembly may decide that an English translation of this register should also be kept at the head office.

Article 18

Any amendment to the present Agreement must be adopted by a two-thirds majority of the votes except if the law require unanimity.

IV. SUPPORTING MEMBERS AND THE ADVISORY BODY THEY COMPRISE

Article 19

Industrial and institutional related bodies active in the domain of oral health with which the Grouping collaborates shall be allowed to ask for admission as supporting members of the Grouping.

These admissions shall be decided for the period of one year (from 1 January of the following year until 31 December) by the General Assembly on the basis of a list drawn up by the Executive Board and appended to the calling notice for a meeting of the General Assembly.

Such membership is annually renewable, and the existing supporting members must automatically be included in the list drawn up by the Executive Board. The latter may, however, issue a reasoned opinion advising against the renewal of existing supporting members.

Article 20

At least 80 days before the anniversary of the preceding ordinary meeting of the General Assembly, an existing supporting member may announce his intention, by registered letter sent to the Executive Board, to resign from the position of supporting member. In such cases, the Executive Board shall not include this member in list appended to the calling notice.

Unless the above clause is complied with, a supporting member is considered to have requested the renewal of his supporting member status.

A resignation shall only take effect as from the end of the current year, 31 December.

A supporting member may be suspended and expelled. In this case, the rules covering the suspension and expulsion of ordinary members shall be taken over and applied.

Article 21

Supporting members do not have the status of full members of the Grouping.

Although they have no voting rights, they may however take part in General Assembly discussions except for the agenda items relating to the admission and expulsion of members and supporting members.

To this end they constitute an advisory body that is associated with the General Assembly discussions.

Just prior to a General Assembly vote on a point on the agenda, and after it has been discussed, this body shall be invited to vote on each agenda item with the exception of the agenda items relating to the admission or expulsion of members or supporting members.

The results of this body's vote shall be made known to the General Assembly before it takes its own vote on the same agenda point.

Article 22

Supporting members shall pay an annual subscription which is fixed by the General Assembly.

If the General Assembly decides to increase this membership subscription by more than 5% of the previous year's amount, supporting members may, by derogation from the two first paragraphs of Article 20, send in their resignation by registered letter sent to the Executive Board. Such resignations shall take effect at the end of the year.

Article 23

The Grouping's Internet website shall include the list of supporting members for the current year.

A current supporting member may indicate his status as supporting member on his own brochures and Internet website.

The Executive Board must authorise the use of the Grouping's Logo before every use.

V. THE EXECUTIVE BOARD

Article 24

An Executive Board composed by seven members shall manage the Grouping: the president, the treasurer, the secretary and four other members.

The members of the Executive Board shall be nominated by decision of the General Assembly by a majority vote (simple majority).

The mandate for members of the Executive Board is the same period than the one of the a.i.s.b.l. E.F.P.

Unless otherwise decided by the General Assembly, the function of members of the executive board is not paid.

Members of the Executive Board may resign from their current office if they give three months' notice.

Members of the Executive Board may be dismissed *ad nutum* by decision of the General Assembly by majority vote in each of the two voting bodies (simple majority).

No reason has to be given for dismissal and the member of the Executive Board has no right to any indemnity as a result of his dismissal or arising from the circumstances of the dismissal.

Article 25

The Executive Board shall hold meetings, under the chairmanship of the president, when necessary and at least twice a year at the head office or in any other location specified by the calling notice.

The calling notice shall be drawn up and sent by the secretary 14 days before the meeting. It shall contain the agenda and the exact dates and place of the meeting.

The Executive Board takes decisions by simple majority. In case of equality, the vote of the president is preponderant.

The Executive Board executes the decisions of the General Assembly and more generally the purpose of the Grouping.

He can establish project of activities in the cadre of this purpose and submit it at the General Assembly. He can however decide to organise such activities without any decision of the General Assembly if these activities does not cost more than 5.000 EUR in full charge of the Grouping. The cost sponsored is not taken into consideration for the calculation of this sum of 5.000 EUR.

The Executive Board shall draw up the annual accounts of the Grouping and present them to the General Assembly.

He shall represent the Grouping to third parties and the law.

Every official document originating from the Grouping must be signed by the president and the treasurer if it engages the Grouping in connection with a third party.

The Executive Board may not, unless he receiveS prior permission from the General Assembly, take out loans, provide guarantees or have free use of any assets of the Grouping.

VI. BUDGET AND ACCOUNTS

Article 26

The accounts must be audited in conformity with Articles 141 sq. of the Company Code.

Every member and every supporting member for the current year has the right to obtain information from the Executive Board about the Grouping's accounts and to receive the information without taking away the accounting books and listings.

Article 27

The financial year is 12 months.

It starts on 1 January and ends on 31 December.

Exceptionally, the first financial year shall start on the day that the present Agreement is signed and end on 31 December of the next year.

The Executive Board is bound to submit to the General Assembly a statement of accounts for the previous year and a budget for the following year.

The General Assembly may decide to set up a reserve fund, and to determine the amount and the methods for each member to contribute to this fund.

Article 28

The Grouping is not authorised to make a profit for its members, but only to allow the funding of any activities that complies with the purpose of the Grouping.

VII. TRANSFER OF HEAD OFFICE

Article 29

The Grouping's head office may be transferred to any other location either in Belgium or in a foreign country by decision of the General Assembly which receives a two-thirds majority of the votes.

VIII. DISSOLUTION AND LIQUIDATION

Article 30

The early dissolution of the Grouping must be decided by the General Assembly by two-thirds majority vote in each of the two voting bodies or by a three-quarters majority in just one of these voting bodies.

Article 31

During the same General Assembly as the one that takes the decision to wind up the Grouping, the members shall by simple majority vote nominate the liquidators and decide the methods of liquidation.

After paying the Grouping's debts, any positive assets shall be transferred to a similar association having a similar purpose.

If the assets are insufficient, the liquidators shall be empowered to ask the members and the supporting members for contributions.

IX. APPLICABLE LAW - LITIGATION

Article 32

The present Agreement is governed by Belgian law.

Article 33

They court of Nivelles (Belgium) shall be sole competent for all litigation in relation with this agreement.

X. TEMPORARY ARRANGEMENTS

Article 34

The following are mandated as members of the Executive Board for a limited period of one year:

President	Joanna Kamma
President Elect	Pierpaolo Cortellini
Immediate Past President	Morten Klepp
General Secretary	Mariano Sanz
General Secretary Elect	Pierre Baehni
Treasurer	Edwin Winkel
Elect member	Joerg Meyle
Elect member	Richard Palmer

They exercise their mandate free of charge.

Done in Madrid , at 11th November 05

In 28 copies, of which one is for each member of the Grouping, one for the Grouping archives, one for the registration process and one for the clerk of the competent commercial court.