Internal Regulations WILDe Theater Rotterdam

Version 1 - January 14th 2024

Title 0: Preface

Terminology Clarification

- 1. The terminology used in this document is intended to be gender-neutral;
- 2. Any member of WILDe Theatre is expected to know the contents and implications of these Internal Regulations, their relation to the Statutes and their agreed upon interpretation;
- 3. This document may be cited as "Internal Rules and Regulations of WILDe Theatre", "The Internal Regulations", "The IR" or any combination or permutation thereof;
- 4. Questions regarding the IR or its interpretation, shall be adressed to the Board or the Secretary in particular.

Mission Clarification

- 1. Within the remainder of the IRR, the Mission is to be defined as the Mission of WILDe Theatre Rotterdam;
- 2. the Mission of WILDe Theatre Rotterdam, in accordance with art. 2 of the Statutes, is to promote creative expression, education and personal improvement related to theatre, film and other performing arts, as well as providing a community for those wanting to engage with likeminded people in this area.

Changes and Affirmation

- 1. The current form of the IR was created for and approved by the IX Board of WILDe Theatre Rotterdam on 14-01-2024.
- 2. The current form replaces any IR of a date prior to the one given under 1.

Title 1: Definitions

1. Definitions

- 1. The Association, registered in the Municipality of Rotterdam and listed in the business register of the Chamber of Commerce under the number [NUMBER], will hereafter be referred to as WILDe Theatre, WILDe or The Association;
- 2. The Statutes of WILDe Theatre, incorporated on [DATE], will hereafter be referred to as the Statutes;
- 3. The Board of WILDe Theatre, consisting of the members described in accordance with Title 4, Artt. 17-19 of the IR, will hereafter be referred to as *the Board*;
- 4. Any Member of the Association, as described in Title 2 of the IRR, will hereafter be referred to as *the/a Member*, with further specifications as applicable;
- 5. The Internal Regulations of WILDe Theatre will hereafter be referred to as the IR;
- 6. The Preface to the IR, in its aim as a framework for the IR, will hereafter be referred to as the Preface;
- 7. Any notice, through electronic or non-electronic media, used in correspondence with or as correspondence from the Association, will hereafter be referred to as (written) *Notice*;
- 8. Any event, gathering, party, speech, occasion or occurrence, initiated, hosted or co-hosted by the Association, will hereafter be referred to as an *Activity*, unless otherwise specified.
- 9. Further Definitions may be provided at the beginning of their applicable Titles;
- 10. The definitions under 1.1-1.8 may be used in singular or plural without losing their substantive meaning within the context of the IR.

2. Purpose/Aim

- 1. The IR has as its object:
 - 1. To explain and clarify the Statutes;
 - 2. To provide a framework for governing the Association;
 - 3. To protect the interests of Members as they relate to the Association.
- 2. In the attainment of its object, the IRR shall be applicable to any Member;
- 3. Where conflict should exist between the contents of the IR and the Statutes, the Statutes remain binding except when:
 - 1. The Board has proposed a change to the Statutes regarding the conflict in accordance with art. 22f;
 - 2. There has been a GA proposal to change the Statutes regarding the conflict in accordance with article 22f;
 - 3. The contents of the Statutes are found to be in violation of Dutch National Law or any such applicable body of legal authority as to supersede the Statutes;

Title 2: Membership

3. Definitions of Membership

- 1. For the purposes of determining applicability, as referred to in Art. 2:2, of IRR Title 7 (Code of Conduct) and 8 (Sanctions), a Member will in any case be:
 - 1. Any participant to an Activity;
 - 2. Any person holding an Active Membership of the Association (an Active Member);
 - 3. Any person holding a Priviliged Membership of the Association (a Priveliged Member);
 - 4. Any person with a public presence representing the Association in both an official and unofficial capacity;
 - 5. Any person not mentioned in sub 1 through 3 with a sufficiently strong tie to the Association to be held as representative of the association by a third party;
- 2. For the purposes of determining applicability, as referred to in Art. 2:2, of IRR Title 3 (Financials), 4 (Organisation & Structure), 5 (Rules of Procedure) and 6 (Intellectual Property), a Member will in any case be:
 - 1. A person holding an active membership of the Association (an Active Member);
 - 2. A person holding a priviliged membership of the Association (a Priviliged Member);
 - 3. An Honorary Membership, activated;
- 3. Passive memberships, without rights, priviliges or obligations as described in sub 1 and 2, to the Association include:
 - 1. Membership as a donor or sponsor;
 - 2. An Honorary Membership, not activated;
- 4. This IR shall hold no legal weight against any member prior to its affirmation in a GA vote by the Association. The IR cannot be applied retroactively.
- 5. Any amendements passed after this moment cannot be invoked retroactively and bind only those members who have acquired this status *after* the positive GA vote to accept the amendement.
- 6. Retracting Membership does not free (former) members from their obligations under this IR, such as those laid down in Title 6.

4. Passive Membership

- 1. Passive Members are those that have not paid the membership fee of art. 10;
- 2. Passive Membership is automatically substituted to the correct type of membership upon fulfilling the membership fee of art. 10;
- 3. Passive Members need to apply to become a Passive Member;
- 4. A Passive Member that has not applied is not a party to this Internal Regulation and cannot derive any rights or benefits from the Association;

- 5. The Board will set rules regarding the rights, obligations and benefits tied to Passive Membership. These include:
 - 1. Access to internal social media and communication channels;
 - 2. Access to public/open Activities as determined by the Board;

5. Active Membership

- 1. Active Members are those that have paid the membership fee of art. 10:2 sub a;
- 2. Registration as an Active Member occurs through providing personal details through the means provided by the Secretary;
- 3. The registration as an Active member can be terminated by the member without incurring the membership fee by giving Notice to the Secretary within thirty days of registration, in defiance of article 10:1;
- 4. The registration as an Active Member can be terminated by the member, by giving Notice to the Secretary at any time during membership. Rules on membership fees and registration otherwise apply according art. 10;
- 5. The Board may, in accordance with art. 5:2 of the Statutes, decide to deny any registration for Membership. For the purposes of application of this article, the period of 2 months after the Notice to the secretary shall fall within the bounds of the period of Registration;
- 6. Denied Membership as under 5 may be overruled by a positive vote during a GA;
- 7. The Board will set rules regarding the rights, obligations and benefits tied to Passive Membership. These include:
 - 1. Access to internal social media and communication channels;
 - 2. Free access to public/open Activities and those designated for Active Members;
 - 3. A reduced fee for access to Advanced Workshops;
 - 4. Access to auditions, director applications, script submissions;
 - 5. A voting right in the GA;

6. Priviliged Membership (WILDe+)

- 1. Priviliged Members are those that have paid the membership fee of art. 10:2 sub b;
- 2. Registration as a Priviliged Member occurs through providing personal details through the means provided by the Secretary;
- 3. The registration as a Priviliged Member can be terminated by the member without incurring the membership fee by giving Notice to the Secretary within thirty days of registration, in accordance with article 10;
- 4. The registration as a Priviliged Member can be terminated by the member, by giving Notice to the Secretary at any time during membership. Rules on membership fees and registration otherwise apply according to art. 10;
- 5. The Board may, in accordance with art. [X] of the Statutes, decide to deny any registration for Membership;
- 6. Denied Membership as under 5 may be overruled by a positive vote during a GA;

- 7. The Board will set rules regarding the rights, obligations and benefits tied to Passive Membership. These include:
 - 1. Access to internal social media and communication channels;
 - 2. Free access to all Activities;
 - 3. Access to auditions, director applications, script submissions;
 - 4. A voting right in the GA;
 - 5. Early Access to ticket sales;
 - 6. Reduced ticket prices, if allowed by the host venue;
 - 7. The option to propose Activities;

7. Honorary Membership

- 1. Upon providing an extraordinary commitment to the Association or, through their pursuit of the mission of the Association, as described in the Preface, have made a particularly meritorious contribution to the Association, an individual can be named an Honorary Member
- 2. Honorary Members can be both Members as in artt. 4-6 and Non-Members;
- 3. Nomination of a person as an Honorary Member can be done by any Member by giving notice to the Secretary and citing the motivation for the nomination, following the Rules of Procedure in art. 22f;
- 4. The Secretary shall inform all Voting Members of the nomination and its motivation at the least seven days in advance of the General Assembly Meeting (GA) in which the nomination is voted upon, in accordance with art. 22d;
- 5. After confirmation, Honorary Members are immediately named such;
- 6. In the case of confirmation of a Non-Member, notice will be given to the person at most three days after their confirmation;
- 7. Honorary Members may consult with the Board on the details of their membership;
- 8. Honorary Members can exercise their membership as either Priviliged Members (art. 6), waiving the fee associated with this membership as described in art. 10, or Passive Members (art. 4);
- 9. No other rights or priveliges are associated with Honorary Membership;

8. Alumni

- 1. Upon termination of Membership (art. 5:4 and 6:4), a Member may register as an Alumnus, except in cases where the GA or Board has terminated membership, in accordance with Title 8 (Sanctions), if they:
 - 1. Participated in a Production during their membership;
 - 2. They were active as a Boardmember during their membership;
 - 3. They were active as a committee member during their membership;
 - 4. You have been put forward for Alumni status by the Board on the basis of contributions made to the Association;
- 2. Registration as Alumnus occurs by providing Notice of the intention to become an Alumnus to the Board;
- 3. Alumni are beholden to membership fees in accordance with art. 10;

- 4. Alumnus status can be terminated at any time by giving Notice to the Secretary, in extension of Art. 7 of the Statutes
- 5. Alumni receive a newsletter at least twice a year and may participate in special Alumni-events held at least once a year;
- 6. The Board is responsible for the creation and realisation of an Alumni Policy in accordance with sub 5;

Title 3: Financial Regulations

9. The Office of the Treasurer

- 1. The Treasurer is responsible and accountable for all matters financial in essence and nature of the Association;
- 2. Any request, using funds of the association, will be approved or denied by the Treasurer in accordance with GA or Board decisions and the availability of funds;
- 3. The Board or GA may grant the Treasurer authority to make and/or receive payments of a specific nature not mentioned in the IR, without asking for prior permission from the Board or GA;
- 4. The Treasurer will receive the state of finances of Committees, where applicable, no later than seven days prior to their report;
- 5. The Treasurer collects all payments of membership fees personally or through a chosen intermediary platform or person, chosen and designated with the agreement of the Board;
- 6. The Treasurer is held accountable by the Kas Commissie (KasCo) for their reports;
- 7. The Treasurer presents the financial state of the Association at least once a year during a GA, on request by the KasCo or after a positive vote by the GA on such a request from a Member;
- 8. Upon request, the Treasurer will present their report no later than 2 weeks after the request is granted;
- 9. The GA may grant extension to the deadline of the presentation under 7 to the Treasurer;
- 10. In their capacity as Treasurer, the Treasurer may issue a notice or statement on the financial aspects of any decision liable to a GA or Board decision, to be published and read alongside their relevant proposals;

10. Membership fees

- 1. Membership fees are paid annually and in one instance to the Treasurer, unless otherwise agreed in accordance with artt. 13;
- 2. Membership fees are:
 - a. €5,-- (five euro) per annum for Active Members;
 - b. €10,-- (ten euro) per annum for Priviliged Members;
 - c. €5,-- (five euro) per annum for Alumni
- 3. The membership fee will be collected per digital payment request, payable within 2 weeks of receiving the request, or through a bank transfer initiated by the applicant at the time of their Membership Application;
- 4. The Treasurer will inform all Members beholden to the fee of its collection at least five days prior to the payment request;
- 5. Any Member may fulfil the financial obligation of another Member by giving Notice to the Treasurer and paying the amount required;
- 6. For the purposes of collection, any member who has not paid their membership fee on November 1st shall be deregistered as a member of the Association, reverting to a Passive Membership;

11. Production Finances

- 1. The Treasurer sets a budget associated with a specific production prior to the start of the production process;
- 2. The Treasurer may exercise his duty under 1 personally or through an intermediary associated with the production, as agreed upon with the director or a relevant Board Member prior to the start of the production process;
- 3. The Treasurer may request regular updates on the spending associated with the production and may request a detailed breakdown of finances associated with the production;
- 4. Collaboration agreements involving a cost- or profit-sharing component are subject to approval by the Chair and the Treasurer in principle, or the Board as a whole;
- 5. Collaboration agreements involving a cost- or profit-sharing component will be approved or denied prior the start of the production process;
- 6. Investments for the benefit of a production are only made after approval by the production director, their designated (financial) producer or the Treasurer of the Association;
- 7. The application to funding organisations is subject to the approval and oversight of the Treasurer, acting as a representative of the Board.

12. Other Expenses Incurred

- 1. Any expense made to the benefit of the Association, during or outside of an Activity, by a Board member or previously agreed upon Active Member may be reimbursed by the Treasurer;
- 2. The results of expenses made by a Member as under 1 shall become property of the Association after reimbursement to the Member;
- 3. Requests for reimbursement will be accompanied by a valid receipt, time and date of the payment and the reason reimbursement might be applicable;
- 4. Requests under 2 are approved or denied by the Treasurer, taking into account his responsibilities under art. 9:2;
- 5. The request is conducted in accordance with art. 23;

13. Payables

- 1. Upon agreement with the Treasurer, a Member may fulfil their financial obligations in several instances or periodically, as opposed to at once;
- 2. No penalties will be levied against the Member during the time of this agreement;
- 3. Inability to meet agreed upon payments are resolved in accordance with Art. 13;
- 4. Dues payable to external parties are recorded by the Treasurer;
- 5. The payment of the dues under 4 have priority over other expenses in the determination of the budget;
- 6. Entering into a structured payment scheme with an external party or partner is subject to approval by the Board;

14. Penalties

- 1. A Member held in default of a payment, as designated by the Treasurer, will be barred from Events until either their financial obligation is fulfilled or an agreement is reached with the Treasurer as in art. 13:1;
- 2. If a Member is unable to fulfil their financial obligation, both in principle and after an agreement with the Treasurer as in art. 13:1, their Membership may be terminated as if art. 5:4 or 6:4 applies;
- 3. A Member may request reconsideration of the termination under 2 by giving Notice to the Board through the way provided in art. 23.

15. Other Financial Regulations

- 1. Board Members may be compensated through Board Grants of the Erasmus University of Rotterdam, should the Association have the status of recognised student association and the Board Members meet the criteria for compensation;
- 2. This financial compensation will be granted in the form of a reimbursement given to Board Members for participation in activities organised by the Association;

Title 4: Organisation & Structure

The Board

17. General Purpose, Positions & Term

- 1. The Board is responsible for running the Association and fulfilling the Mission as mentioned in the Preface;
- 2. The Board will be made up of at least 3 or more persons, holding the offices of:
 - 1. Chair, carrying responsibility for the daily leadership of the association and acting as its public representative;
 - 2. Secretary, carrying responsibility for the administrative procedures of the association;
 - 3. Treasurer, carrying responsibility for the financial health of the association;
- 3. The definition of offices under 2 will be a non-limitative definition of duties, which may be added to by internal agreement of the Board;
- 4. No individual will hold more than one office mentioned under 2 at the same time;
- 5. Additionally to 4, a Board Member may not be:
 - 1. A member of the GA Comittees of art. 21;
 - 2. A Passive Member;
- 6. Additional Board seats may be added by the Board or by a decision of the GA;
- 7. Board Members may appoint a Member of their own choosing to support them in their tasks and responsibilities, serving as Vice-Boardmember;
- 8. Board Members are appointed for one year and may be reappointed to their position in a consecutive term up to a maximum of 2 times (for three consecutive years);
- 9. Board Members may be dismissed prior to the end of their Term through sanctions, in accordance with Title 8, or may lay down their position following a Motion of Condemnation, in accordance with art. 22f;

18. Application

- 1. Each Member of the Association, beholden to art. 3:2, may apply to the current board for any particular function of the board after applications have been announced and opened;
- This application may be open or regarding a specific position on the Board;
- 3. The applicant gives Notice to the Board of their intention under 1;
- 4. Applications are collected by the Board;
- 5. The Board will treat information about applications, applicants and personal contact details confidentially, in accordance with the AVG under Dutch National Law;

19. Appointment

- 1. After an application period, the Board may nominate a candidate Board from the list of applications received in accordance with art. 18:3;
- The Board will provide a justification for the composition of its candidate Board and illustrate the process of their decisionmaking to the GA. The Board and candidate Board will answer questions from the GA on this process;
- 3. Any applicant not nominated by the Board may be nominated with support of at least 20% of the Members under art. 3:2;
- 4. Nominations are binding once nominated;
- 5. Nominations may be removed by a vote supported by two-thirds of votes cast at a GA with a quorum of two-thirds of all members, otherwise in accordance with art. 22g;
- 6. Voting on the Nominated Boardmembers is carried out on a per individual basis and is further in accordance with art. 22g;
- 7. If a candidate board member is rejected and no nominations remain, the board will reopen the application procedure for a period of 2 weeks;
- 8. If no new applications are forthcoming during the period under 8, the GA will remove the binding nature of the list of applicants and the GA will be free to choose the members of the Board in accordance with art. 22g;
- 9. If there is more than one nomination, the appointment will be made from the nominations presented;

The Committees

20. Board Committees

- 1. Board Committees are created by the Board on their own initiative or through an assignment by the GA;
- 2. A Board Committee may be given responsibilities in accordance with the Policy Plan of the Board;
- 3. Members of Board Committees are appointed by the Board on their own initiative or on request of the relevant Committee;
- 4. The Board appoints a Committee Chair for each Board Committee, responsible for communication with the Board and other Committees;
- 5. A Board Committee is free to appoint a Treasurer responsible for the Committee budget, otherwise in accordance with Title 3 (Financial Regulations);
- 6. The persons appointed under 4 and 5 may be Members of the Board;
- 7. A Board Committee is free to establish Committee-specific regulations regarding their work protocol and within their purview;
- 8. The regulations under 7 are beholden to the IR, the Statutes, University Rules & Regulations and the Dutch National Law;

21. GA Comittees

- 1. There shall in any case be the following Oversight Comittees:
 - 1. The Kas Commissie;
 - 2. The Advisory Board;
 - 3. The IP Council;
- 2. The members of the Oversight Comittees are appointed by the GA and derive their rights and obligations from the GA;
- 3. Any Member, in accordance with art. 3:2, can volunteer to a GA committee;
- 4. GA Committee members are chosen from volunteers to the position in accordance with art. 22g;
- 5. The GA may appoint a Committee Chair for each GA Committee, responsible for communication with the Board, GA and other Committees;
- 6. No member of a GA Committee shall take part in matters to which they have a personal involvement or in other cases where a conflict of interest might arise following their participation;
- 7. Actions taken against the provision under 3 are void and shall carry no weight or authority;
- 8. A GA Committee is free to establish Committee-specific regulations regarding their work protocol and within their purview, beholden to the IR, the Statutes, University Rules & Regulations and Dutch National Law;

21a, KasCo

- 1. The Kas Commissie (KasCo) shall hold the Treasurer accountible for the financial health of the Association, in accordance with art. 9;
- 2. The KasCo shall consist of at least 2 people;
- 3. The members of the KasCo may not be members of the current board, in accordance with art. 17:5 sub 1.
- 4. Members of the KasCo are appointed for one year;
- 5. Members of the KasCo may be reappointed after their tenure with no fixed limit, except when 3 occurs;

21b. Advisory Board

- 1. The Advisory Board (AB) may provide advice, both solicited and unsolicited, to the Board, GA and Committees regarding the goals, mission and continuity of the Association;
- 2. In the realisation of their mission under 1, the AB has the right to address the GA and advise on a matter at hand should it deem it necessary to do so, in accordance with art. 22e;
- 3. The AB may meet at the request of a Board Member or AB member;
- 4. The AB shall consist of former Chairs and those former Board Members with areas of expertise complementary to the aim of the AB;
- 5. The AB has a minimum of three members with no fixed upper limit;
- 6. The responsibility to fill vacancies under 21b:5 falls to the GA;
- 7. The AB may choose from their members a Chair, responsible for communication with the Board, GA and other Committees;

- 8. Members of the AB are appointed without a fixed term;
- 9. Members of the AB may not be members of the current board, in accordance with art. 17:5 sub 1.
- 10. Members of the AB may end their tenure at any time by:
 - 1. Giving Notice to the Chair of the Association;
 - 2. Being dismissed by the GA, in accordance with art. 22g;
- 11. Under circumstances mentioned in Title 8 (Sanctions) involving Board Members the AB may act as an arbitrator to the application of sanctions. Decisions reached by the AB in this regard must be passed by a unanimous vote of its members;

21c. The IP Council

- 1. The IP Council shall rule on requests to Rights falling under the scope of Title 6.
- 2. The IP Council shall consist of 3 or 5 Members, not being Passive Members;
- 3. The members of the IP Council shall not be:
 - 1. A member of the Board, observing art. 21;
 - 2. The Author of the Work;
 - 3. Any persons not mentioned, subject to a conflict of interest related to the granting of Rights to the Work;

Title 5: Rules of Procedure

General Assembly

22a. Definitions

- 1. The General Assembly of the association shall hereafter be referred to as the GA;
- 2. The Members of the GA, as described in art. 22b, shall hereafter be referred to as the Voting Members;
- 3. The Rules of Procedure, meaning the rules by which the organisation of the GAM, its protocols and structure are concerned, shall hereafter be referred to as *the RoP*;
- 4. The Board Member tasked with leading a GAM shall hereafter be referred to as the Chair;
- 5. A Proposal, meaning a written and motivated Notice of a desired Agenda point to the Secretary, shall hereafter be referred to as *the/a Proposal*;
- 6. A Voting Member proposing an Agenda point, in accordance with art. 22d, amendement or motion shall hereafter be referred to as *the Proposer*;
- 7. A Member making a request of the Board, GA or a Committee shall hereafter be referred to as the Requester
- 8. A Member issuing a complaint to the Board, GA or a Committee shall hereafter be referred to as *the Complainant*;

22b. Membership and Voting Rights

- 1. The Voting Members shall be made up of all Members under artt. 5 and 6, with the exception of members suspended under art. 14 and Title 8;
- 2. Every Voting Member has one vote in the GA;
- 3. Voting Members can grant their voting right to another Voting Member of their choosing by authorising them to vote on their behalf. This authorisation is done in writing, with Notice to the Secretary at least one hour before commencement of the GA;
- 4. No Voting Member may exercise the voting rights of more than 2 other members, thus bringing their maximum combined voting power to three votes;
- 5. The Chair of the Board will make available the number of Voting Members to the Members;

22c. Initiation

- 1. A GA will in any case be organised by the Board when:
 - 1. the Statutes or IR prescribe a GA be held;
 - 2. the Board feels a GA is required or relevant;
 - 3. at least 10% of Voting Members request a GAM, observing art. 14 sub 4 of the Statutes;
 - 4. a GA is required pursuant the terms of the Statutes;
- 2. Voting Members will be notified of the date and location of the GA at least eight days before its commencement;

3. Meetings held as GA, but not observing the protocol under 2, will not be recognised as a GA for the purposes of decisions, voting and other RoP in accordance with Title 4 and 5;

22d. Agenda

- 1. Voting Members will be notified of the Agenda of the GA at least seven days before its commencement;
- 2. Decisions made on points not on the Agenda as under 1 will be invalid;
- 3. An invalid decision of a prior GA may be made valid by its affirmation during the following GA;
- 4. The Agenda must include, but is not limited to, the following points:
 - 1. Opening of the Agenda;
 - 2. Moments;
 - 3. Board Announcements;
 - 4. Other Things Worth Mentioning;
 - 5. Closing of the Agenda;

22e. Order of Business

A. Chairing

- 1. The Chair of the Association leads the GA and speaks on behalf of the Board;
- 2. The GA Chair shall be the Chair of the Association;
- 3. In the absence of the Chair of the Association, the duties of the GA Chair shall be observed by, in order:
 - 1. The Vice Chair;
 - 2. The Secretary;
 - 3. The Treasurer;
- 4. In the absence of all Board Members listed under 3, the Chair may appoint a Member as GA Chair on basis of seniority of Membership, until such time as one of the Members under 3 joins the GA, at which point the duties of the GA Chair shall be attributed to them;
- 5. In defiance of the circumstances under 4, the Chair of the Association may at their own discretion also appoint a member not mentioned under 3 as the GA Chair. In such cases, the Chair of the Association will inform the GA of this decision and provide clarification if requested;
- 6. Should no Board Members be in attendence of the GAM, all decisions made during the GAM must be submitted for affirmation during the following GA, in accordance with art 22C sub 2;
- 7. During the GA, the Chair will in any case:
 - 1. Determine the length and amount of adjournments;
 - 2. Determine the allotment of speaking time to Voting Members wishing to Speak
 - 3. Open and Close discussions;

B. Establishing Voting Power

- 1. The GA Chair opens the GA by ordering a count of the Voting Members present and announcing the number of votes needed for a majority;
- 2. Voting Members may register themselves as present at any time during the GA;
- 3. Only Voting Members present physically or digitally at the GA, with the exception of those giving their votes in accordance with art. 22b:3, shall be counted as present for the purposes of the count in 1;
- 4. If Voting Members join or leave over the course of the GA, the GA Chair shall establish a new count and announce the number of votes needed for a majority;
- 5. During the count, any Voting Members exercising additional voting rights, in accordance with art. 22b:3, will make their additional votes known to the GA Chair;
- 6. The Secretary will make available a list of granted votes, in accordance with art. 22b:3, to the GA Chair as part of the Agenda to serve as verification to claims made under 5;

C. Opening of the GAM

- 1. The GA Chair opens the GA by calling those present to order;
- 2. The GA Chair will review the proposals to be affirmed from earlier GA sessions and call for their voting;
- 3. The GA Chair will briefly walk through the Agenda points proposed in accordance with art. 22d:1 and give room to ask questions of a broad or procedural nature about the GA;
- 4. Should all questions under 3 be answered, the GA Chair will open the discussion on the individual points of the Agenda;
- 5. The GA Chair may deviate from the numerical order of proposals on the Agenda at their own discretion;

D. Order of Business

- 1. During the GA, the following order of business shall be implemented, in order of printing (if applicable):
 - 1. The Agenda Point is opened by the GA Chair;
 - 2. The GA Chair invites the Proposer to explain the Proposal;
 - 3. The GA Chair opens the discussion on the Proposal and grants permission to Voting Members wishing to speak;
 - 4. After the general discussion, all Amendements to the proposal will be discussed in reverse order of writing;
 - 5. The Chair opens the discussion on the Amendement and grants permission to Voting members wishing to speak;
 - 6. Sub-Amendements may be discussed and voted upon as in 4 and 5, after which the Amendement is voted upon in accordance with art. 32;
 - 7. The Amended Proposal is voted upon and passed or denied;
 - 8. The GA Chair closes the discussion on the Agenda point and moves to the next point;

E. General points of Order

- 1. The GA Chair will ensure no Voting Member speaking is interrupted or disturbed;
- 2. The GA Chair may intervene against 1 in cases where the speaker loses track of their argument, are verbally inappropriate, are in violation of the IR or the Statutes or the speaker drastically overshoots an appropriate speaking time;
- 3. The GA Chair may initiate a vote to remove a Voting Member from the GA proceedings;
- 4. The GA Chair may appoint a Commissar to keep order and observe the RoP;

22f. Proposals, Amendements & Motions

A. Proposals

- 1. Proposals must be delivered to the Secretary at least seven days prior to the GAM;
- 2. A Proposal must be motivated;
- 3. A Proposal meeting requirements under 1 and 2 will be put on the Agenda of the GA;
- 4. Proposals *not* put on the Agenda in accordance with art. 22d:1, but delivered to the Secretary in accordance with 3 may be added to the Agenda by the GA Chair through a GA vote;
- 5. The Board will notify the Voting Members of the Proposal;
- 6. The Board will make available the text, object or idea of the Proposal to the Voting Members;
- 7. Proposals issued after the period mentioned in Art. 1 will be put on the Agenda for the following GA;
- 8. The Board or Secretary may require a Proposal to be written out;
- 9. Proposals of which a written version has been required will still count as having been delivered on time for the purposes of determing the applicability of 7;
- 10. The Proposer shall be in attendence to the GA;
- 11. In the event the Proposer cannot attend the GA, they will:
 - 1. Appoint a spokesperson in line with the procedure of art. 22b:3
 - 2. Provide a written explanation of the Proposal, sufficient for the GA Chair to read and present during the GA;

B. Amendements

- 1. Amendements to Proposals may be issued up to the final vote on the (amended) proposal;
- 2. The Chair may deny an amendement on the basis of a breach of procedure, inappropriate language or contents not aligned to the proposal being discussed;
- 3. The Chair may require amendements to be filed in writing;
- 4. Should 3 apply, a Voting member may request a temporary discontinuation of the Order of Business to formulate and propose an Amendement;
- 5. An amendement proposed may only be applicable to the Proposal being discussed;

C. Motions

- 1. Motions can be filed at any time during procedures in the Order of Business;
- 2. A motion is entered into the GAM by announcing the motion;
- 3. The Chair may require that the motion is (briefly) motivated by the Proposer;
- 4. The following motions can be filed:
 - 1. A *General Motion*, to ask the GA to pronounce judgement over a position not directly appointed by the GA; (see art. 17-20)
 - 2. A *Motion of Order*, to call to attention a breach of the RoP during the GA, propose a temporary change to the RoP or ask clarification from the GA Chair on the RoP;
 - 3. A Motion of Decision, to re-do a voting procedure, barring abstensions, and resolve a tied vote;
 - 4. A *Motion of Trust*, to state the support of and trust in the validity of the current GA and its procedures;
 - 5. A Motion of Distrust, to state the loss of trust in the validity of the current GA and its procedures;
 - 6. A *Motion of Condemnation*, to state the dissapproval of the GA regarding actions of the Board or one of its members;
- 5. All motions need to be supported by at least 1 other Voting Member except:
 - 1. A Motion of Distrust, which requires at least 5 supporting votes;
 - 2. A Motion of Order, which requires no supporting vote, unless it is aimed at introducing a temporary RoP;
 - 3. A Motion of Condemnation, which requires support from at least 10% of Voting Members;
- 6. Motions cannot be supported by votes exercised in accordance with art. 22b:3;
- 7. Should a motion of Distrust be passed, the Chair will allow Voting Members to pass a motion of Trust or otherwise adjourn the GA immediately;

22g. Voting Procedures

A. Casting Votes & Secret Ballots

- 1. Voting occurs,
 - 1. in the manner and time prescribed by the IR or the Statutes;
 - 2. on request by a Voting Member;
- 2. Unless otherwise required by law, a Voting Member, in accordance with their voting power ex art. 22b, may cast the following votes:
 - 1. A vote in favour of the proposal;
 - 2. A vote against the proposal;
 - 3. A vote for None of the Above (NOTA), which is counted as a vote against and notes the dissaproval of the Voting Member of the procedure;
 - 4. An abstension from voting, which is not counted among the votes;
- 3. Ordinary votes are cast by show of hands or a roll call by the GA Chair;

- 4. Votes in a matter relating to persons are cast through secret or closed ballot;
- 5. Voting Members can request a vote be cast by secret ballot;
- 6. Secret Ballots are cast without identifying information other than the vote and their order is mixed prior to the reading of the votes by the GA Chair;
- 7. Votes cast by secret ballot are read aloud by the GA Chair;
- 8. Prior to closing the vote, the GA Chair will announce the tally of the Vote;

B. Voting on Proposals & Amendements

- 1. Voting on proposals may only occur once all amendements have been voted on;
- 2. Amendements are voted on in reverse order of proposal;
- 3. Proposals to be voted on are phrased such that a vote in favour will alter the status quo, with a vote against maintaining the status quo;

C. Approval of Decisions and Ties

- 1. All GA decisions are approved or denied by a simple majority of Voting Members present in the GA;
- 2. Removing a Nominated Board member from the list of nominations requires a two-thirds majority, cast by at least two-thirds of the Voting Members; (see also art. 19)
- 3. Tied votes are resolved through a Motion of Decision, in accordance with art. 22f.C:4 sub 3;
- 4. If no Motion of Decision is raised, the tied vote is decided in accordance with the majority of votes cast by the Board members Present;

D. GA Decisions and Purpose

- 1. Decisions made by the GA are a pressing indication of its opinion to the Board;
- 2. No GA decision will be binding before its affirmation by the Board, except in decisions involving the dismissal of a Board Member following a breach of the Code of Conduct of Title 6, in accordance with art. 31B:4 sub 6 and art 17:9;
- 3. Decisions made by the GA and not affirmed by the Board may be brought to vote again in a following GA in accordance with art. 22e.C:2, after which the Decision becomes binding;

23. Requests

- 1. Any Member, in accordance with art. 3:2 or 4, may request the GA, or the Board to make a Decision;
- 2. A request is made by giving Notice to the Board;
- 3. The Board may require a request be made in writing;
- 4. A request contains in any case:
 - 1. A description of the request;
 - 2. A motivation for the request;
 - 3. The date of the request;
- 3. A request may be entered anonymously if the nature of the request allows this;

- 4. If the nature of the request allows, the Board may publicly share the Request, observing their requirements under the AVG and the Dutch National Law;
- 5. The Secretary may share the contents of the request with other relevant Board members at their discretion, observing their requirements under the AVG and the Dutch National Law;

24. Complaints

- 1. Any Member, in accordance with art. 3:2 or 4, may direct a complaint to the Board;
- 2. A complaint is made by giving Notice to the Chair or Secretary;
- 3. A complaint must be made in writing;
- 4. A complaint contains in any case:
 - 1. A description and the nature of the complaint;
 - 2. A motivation for the complaint;
 - 3. The date of the request;
 - 4. Additional information depending on the type of complaint;
- 3. A complaint may be entered anonymously if the nature of the complaint allows this;
- 4. All complaints are handled in confidentiality by the Board and will not be communicated to third parties except those parties involved, observing the AVG and Dutch National Law;

Title 6: Intellectual Property

25. Definitions

- 1. In accordance with the definition given in the Dutch Auteurswet (art. 1), Intellectual Property shall for the purposes of these Internal Regulations be defined as an *original work of written language, art or science*.
- 2. The definition under 25:1 shall be referred to as the/a Work.
- 3. The natural person who is the author or has otherwise created a Work or part thereof shall be referred to as *the/an Author*.
- 4. The agreement between the Author and the Association about the ownership of IP related to a Work, constituting a private agreement (onderhandse akte) shall be referred to as *the/an Agreement*.
- 5. The consent of the Author to the Agreement, given in a written or digital format, shall be referred to as *their Consent*.
- 6. The rights derived from Intellectual Property under Dutch National Law shall be referred to as the/a Right.
- 7. The IP Council, as described in art. 21c of the IR, shall be referred to as the Council.
- 8. The effect of the Agreement, constituting a transfer of the Rights to the Work, shall be referred to as *the/a Transfer*.
- 9. The definitions of this article may be used in singular or plural without loss of substantive meaning;

26. Authority

- 1. The Board of the Association shall have the authority to enforce the regulations outlined in this Title.
- 2. In defiance of the voting regulations outlined in art. 22g, amendements to this Title can only be put into effect with by a simple majority of votes cast at a GA, representing at least three-fourths of the total membership elligible to vote.
- 3. Any adjudication of appeals, conflicts or other issues arising from the contents of this Title shall fall under the purview of the IP Council, established in art. 21c.

27. The Agreement

- 1. The Agreement shall in any case contain the following:
 - 1. The date:
 - 2. A permanent link or copy of the Work;
 - 3. A short description of the Work, including the format of the associated production, a plot synopsis and/or other relevant details identifying the Work as the Author's;
 - 4. Contact information of the Author, including their full, legal name, their email address and their phone number;
 - 5. A permanent link or copy of Title 6 of the Regulations or a permanent link or copy of the Regulations as a whole with an *explicit* mention of this Title;
 - 6. A check-box confirming the Author has read, understood and agreed to the terms of this Title;
 - 7. A check-box confirming the Author's Consent;
 - 8. A check-box confirming the Work is the Author's own and does not infringe of the Rights of others.

- 2. The Agreement shall come into force only after:
 - 1. the agreement is received by the Secretary;
 - 2. the association has selected the Work to be accepted;
- 3. The Agreement may be presented to the Author in both physical and digital format.
 - 1. The Author may reserve the right to a copy of the Agreement or a physical signature.
 - 2. The Board may enforce the physical signature of the Agreement;
- 4. The Agreement shall be documented and stored by the Association at a place of their choosing. The loss of the *original* agreement, regardless its form, shall void the agreement.
- 5. To protect against cases such as 27:4, the Association may create a digital copy of a physical agreement without a loss of function.

28. Transfer of Rights

- 1. Upon the Agreement coming into force, the Author transfers the Rights contingent on the Work to the Association;
- 2. The Transfer shall contain:
 - 1. the Rights to the entire Work, as submitted to the Association and agreed to by the Author;
 - 2. the Right to profit from and/or otherwise benefit from the Work;
 - 3. the Right to Transfer these Rights to another party;
- 3. The Transfer shall explicitly also entail:
 - 1. The obligation to reference the Authors' full name as given in the Agreement whenever or wherever the Right to the Work is exercised;
 - 2. The obligation to refrain from any exercise by the Association of its Rights that would be seen as libelous or would otherwise severely negatively reflect upon or otherwise severely negatively affect the Author;
 - 3. The obligation to exercise the Rights to the Work within a period of 12 months;
- 4. The Rights Transferred to the Association shall be perpetual, their exercise shall be at the discretion of the Association notwithstanding the contents of this article;
- 5. The exercise of Rights under 28:3 sub 3 may entail, but shall not be limited to:
 - 1. A theatrical or stage performance;
 - 2. An audiovisual performance or film;

29. Derivatives and Additions

- 1. The Association shall retain the full right to:
 - 1. Any additions to the original Work
 - 2. Derivative Works made of Works to which it holds the Rights;
 - 3. These additions or derivatives shall be encompassed by the definition of the Work;

- 2. The Association grants an unequivocal permission to create derivative works, for an expressly fair- and non-commercial use, including but not limited to:
 - 1. Art depicting (elements of) the Work;
 - 2. Works referencing or building upon the Work, its additions or derivatives;
 - 3. Any other derivatives not mentioned but falling within the sphere of intent of this article;
- 3. Any additions made by Members during an Activity of the Association shall fall under the scope of this article;

30. Requesting Rights

- 1. Any natural or legal person can request (limited) Rights to a Work held by the Association by giving Notice to the Secretary;
- 2. The decision to grant Rights to the party under 30:1 shall be taken by the Council;
- 3. Upon a positive vote by the Council, the Board shall set reasonable terms for the Transfer of (limited) Rights to the party under 30:1;
- 4. The terms under 30:3 may not be presented so as to realistically invalidate the decision reached by the Council;
- 5. The request process shall be subject to the following periods:
 - 1. The Association shall ensure the formation of the Council within 6 weeks after receiving the Notice;
 - 2. The Council shall decide on the request within 4 weeks;
- 6. Should the periods under 30:5 be exceeded, the Rights shall be ceded in accordance with the procedures of art. 31.
- 7. The Council shall notify the Board and the Author of the request and provide them the opportunity to be heard;
- 8. The Council may hear other Members of the Association at their discretion;
- 9. The Council may request that the opinions and positions of those exercising their rights to be heard be presented in writing;
- 10. The Council shall give Notice to the Board and the Author of its decision in writing;

31. Cession to the Public Domain

- 1. Any Rights to Works held by the Association shall be ceded to the public domain in the 10th year after these Rights were last exercised.
- 2. This cession shall contain the entirety of the Rights.
- 3. The rules regarding public domain shall apply after the moment outlined in 31.

Title 7: Code of Conduct

32. Erasmus University Charter

- 1. The Association and its Members shall comply to the Code of Conduct for Student Organisations used by the Erasmus University of Rotterdam;
- 2. The CoC mentioned under 1 can be found online at [ADRESS];
- 3. All Members, in accordance with art. 3:1, are expected to know the contents and context of the document mentioned under 1;
- 4. Any violation of the EUR CoC by the IR may be presented to the Board as a Request, in accordance with art. 23 to be rectified at the earliest convenience;

33. Definitions of 'Undesirable Behaviour'

- 1. For the purposes of Title 7 and 8, undesirable behaviour will in any case be defined as, but not be limited to:
 - 1. Any form of intimidation or coercion, be it physical or verbal;
 - 2. Any form of discrimination based on ethnicity, gender, sexual preference, religion, political leaning, economic background, culture or creed;
 - 3. Any action covered by the Dutch Criminal Code;
 - 4. Use of substances of a nature, governed by the Opiumwet, either prohibited by law or use in such as a way to be contrary to the aim of the Association, an Activity or the Erasmus University Association Charter;
 - 5. Any course of action determined to be against the aim and goal of the Association as mentioned in the Preface;
- 2. The Board may determine any behaviour by a Member as undesirable based on the specific circumstances in which they occurr, after having heard the involved parties in accordance with art. 35;

34. Grief Periods

- 1. The board will notify the Members about the death of one of the Members or Alumni.
- 2. The board will instate a period of grief in the case of the death of a member, unless this member has written a request that they would refrain from doing this.
- 3. The period of grief is at least one day, with any length beyond one day to be determined by the Board.
- 4. During the period of grief, planned activities are postponed/cancelled and no gatherings will take place other than those held in memory of the deceased.

Title 8: Sanctions

35. Application

- 1. The Board can Sanction any Member, in accordance with art. 3:1;
- 2. A Member receiving a Sanction will be defined as a Sanctioned Member for the purposes of Title 8;
- 3. The Board imposes a sanction through a simple majority vote, unless otherwise specified;
- 4. Sanctions may only be applied by the Board if the prerequisites of the offence are fulfilled, in accordance with art. 36 and 37;
- 5. In circumstances not mentioned in Title 7 or 8, the Board may decide to impose Special Sanctions. In such a case, the Board will clarify these decisions to the AB within a period of 7 days;
- 6. Should the AB decide that the Special Sanction is not appropriate to the situation, the Sanction shall be revoked;
- 7. The decision to reject an appeal by the Board is not open to appeal;
- 8. An Appeal will conform to the requirements mentioned in art. 38;
- 9. Sanctions are subject to the terms imposed in the Statutes;

36. Sanctions of Immediate Effect

A. Substance (over)use during Events

- 1. The (over)use of substances prohibited under art. 34:1 sub 4 of a Member during an Event may be sanctioned by prohibiting their continued attendance to the Event;
- 2. Defiance of the sanction under 1 may be sanctioned by giving a Warning to the Member;

B. Actions Requiring Immediate Intervention (ARII)

- 1. In cases of a pressing need of immediate intervention during an Event, a Member may be sanctioned by prohibiting their continued attendance to the Event;
- 2. Defiance of the sanction under 1 may be sanctioned by giving a Warning to the Member;
- 3. Instances requiring immediate intervention in any case include, but are not limited to:
 - 1. Aggressive behaviour;
 - 2. Being under such influence of substances as mentioned under art. 34:1 sub 4 as to necessitate the removal from the event;
 - 3. Undesirable Behaviour, in accordance with art. 38;
- 4. ARII's may be sanctioned by the most senior Board Member present without consulting the Board prior to implementing the sanction;

37. Sanctions resulting from a Complaint

A. Discriminatory Behaviour

- 1. The Sanction for Discriminatory behaviour is determined by its severity;
- 2. Mild discriminatory behaviour may be sanctioned by a warning;
- 3. Severe discriminatory behaviour may be sanctioned by immediate termination of the Membership;
- 4. The Board decides the classification of the severity;

B. (Sexual) Assault

- 1. The Sanction for assault is immediate termination of membership;
- 2. In cases of complaints of this nature, the Board may aid the afflicted member in law enforcement proceedings if desired or required;
- 3. In cases where law enforcement proceedings are initiated, terminated members cannot appeal the termination of their membership;

C. Property/Ownership Related Misconduct

- 1. The Sanction for property or ownership-related misconduct is determined by its severity;
- 2. Mild instances of misconduct of this type may be sanctioned by a warning and/or a probationary period;
- 3. Severe instances of misconduct of this type may be sanctioned by immediate termination of membership;
- 4. The board decides the classification of the severity;
- 5. Property or ownership-related misconduct is defined as:
 - 1. Theft;
 - 2. Intentional destruction of personal property;
 - 3. Destruction of personal property through carelessness or neglect;

D. Repeated Violations of the Code of Conduct

- 1. The sanction for repeated violations of the Code of Conduct is a probationary period of 1 month in first instance, 3 months in second instance and termination of membership in the third instance;
- 2. A member given two or more warnings in accordance with art. 36A:2, 36B:2, 37E:3 may similarly be sanctioned;

E. Administrative Misconduct

- 1. Administrative Misconduct is defined as:
 - 1. A Board member abusing their position;
 - 2. A Member of one of the committees abusing their position;
 - 3. A violation of the privacy principle, in accordance with artt. 33:3-5;
- 2. The sanction for administrative misconduct is immediate termination of membership in instances of 37E:1 sub 1-2;
- 3. The sanction for administrative misconduct is a Warning in instances of 37E:1 sub 3;

38. Appeal

A. General Appeals

- 1. Any Member, in accordance with art. 3:2 or 4, may appeal any decision made by the GA, a committee or the Board;
- 2. Decisions may be appealed for up to 6 months after the decision is passed;
- 3. Appeals made against decisions outside the period prescribed under 2 fail automatically;
- 4. Appeals are made by giving written Notice to the Secretary;
- 5. An appeal contains in any case:
 - 1. The Decision being appealed and its date;
 - 2. The current date;
 - 3. The motivation for the appeal;
- 6. An appeal may be entered anonymously in case of general decisions;
- 7. An appeal related to decisions of a personal nature will also disclose the name of the Appealer;
- 8. The Secretary may share the contents of the appeal with other relevant Board members at their discretion, observing their requirements under the AVG and the Dutch National Law;
- 9. For the purposes of Appeal, terminated members are considered as Members;

B. Appeals to Sanctions

- 1. Sanctions that are subject to a complaints process, in accordance with art. 37, may be appealed after the sanction has taken effect;
- 2. Sanctions that are not subject to a complaints process, in accordance with art. 36, cannot be appealed;
- 3. Sanctions open to an appeal may be appealed to by the Sanctioned Member within a month after Notice has been given to them;
- 4. Appeals are directed at the Secretary;
- 5. Appeals to Sanctions are anonymised shared with the AB, who will provide the Board with an advice with regards to the Appeal within 2 weeks, to be seriously considered by the Board;
- 6. The Board will decide on the Appeal within 1 week after receiving the advice under 5, and motivate their decision;
- 7. Appeals to sanctions are subject to confidentiality by the Board and AB members;

C. Appeals to Decisions

- 1. Decisions made by the Board not pertaining to Sanctions may be appealed to within 6 months after the decision has come into effect;
- 2. An Appeal will conform to the requirements mentioned in art. 38A;
- 3. Appeals to decisions are shared with the AB, who will provide the Board with an advice with regards to the Appeal within 2 weeks;
- 4. The Board will decide on the appeal within 2 weeks after receiving the advice of the AB, but no later than 4 weeks after Notice was given of the Appeal;
- 5. National/academic holidays extend the allowed period for a decision on an appeal by their length;
- 6. Decisions that have been appealed to may not be appealed to using the same motivation;
- 7. The GA can designate specific decisions beyond appeal by a simple majority vote;