



„Raumfahrthistorisches Archiv Bremen e.V.“

This CHARTER in English is a free translation of the only legally binding German “Satzung”.

This CHARTER is therefore: “For information only”

CHARTER - STATUTES OF THE CLUB

Court Register No.: VR 5911

These Statutes (*in German only*) are binding right acc. to German law. If parts of the Club Statutes at the time of application are not in accordance with the German Civil Code (Bürgerliches Gesetzbuch - BGB), the relevant section of the BGB shall prevail.

12 October 2018

This new formulation of the Club Statutes was entered into Court Register No. VR 5911 with Change No. 6 on 2019-02-01.

§ 1 Name and Domicile of the Club

- (1) The name of the Club is "Raumfahrthistorisches Archiv Bremen e.V.", in short "RHA".
- (2) The Club is domiciled in Bremen (Germany) and is registered in the Register of Associations of the District Court Bremen under the Registration Number VR 5911.

§ 2 Purpose of the Club

- (1) The Club serves the purpose of "promoting culture" through the preservation and public provision of the cultural asset "engineering services". The purpose is achieved in particular by documenting and preserving the unique testimony to Astrium GmbH and its precursor companies and legal successors at the Bremen site as well as support scientific utilization of the assets.
- (2) Part of the RHA are those testimonials which are on permanent loan to the Club as well as those which are donations from other sources, e. g. privately owned items.
- (3) The on permanent loan items include historic files from the company archives, historic reference documentation, historic products as well as models and picture / film / video documents.
- (4) All other acquisitions migrate into the property of the Club, in particular books about the company, anniversary publications, public relation materials, studies, diploma theses and selected scientific journals.

§ 3 Non-Profit Status

- (1) The Club pursues exclusively and directly charitable purposes within the meaning of the section "tax privileged purposes" of the (*German*) Tax Code.
- (2) The Club is recognized as a non-profit organization (NPO) by the (*German*) Tax Authority. It does not pursue any objectives which would primarily serve its own economic interest. Funds of the Club may only be used in accordance with statutory regulations. The members do not receive any gratuities from the funds of the Club.
- (3) No person may be favored by expenses which are non-compliant with the statutory regulations of the Club or by disproportionately high remuneration. Voluntary members may be reimbursed for their proven expenses on the basis of a Club financial regulation (Finanzordnung - FO). Among others the FO specifies the amount and limits of reimbursement of expenses according to § 670 BGB (*German Civil Code*).
- (4) All mandates of Club bodies are exercised in principal on a voluntary basis.

§ 4 Activities of the Club

- (1) The Club conducts its activities in the frame of regular meetings at the premises of the RHA by collection, preservation and processing of the archive assets.
- (2) The Club organizes the use of the archive.
- (3) The Club compiles and publishes aviation-relevant and space-relevant publications and books.
- (3) As part of exhibitions, the Club exposes its own exhibits or lends them to institutes, museums, archives and private exhibitions. In this context, publicly available presentations on aerospace topics will be held.

§ 5 Membership

- (1) The Club consists of members and honorary members.
- (2) Everybody can become a member as long as he / she commits to the Statutes and objectives of the Club. A prerequisite for the acquisition of the membership is a filled-in and signed application form (form of the Club) which is to be sent to the Club address. The Management Board decides upon admission. In case of rejection, the Management Board is not obliged to disclose the reason.
- (3) An honorary member can be appointed if he / she has earned special merits for the Club. Based on the nomination of the Management Board the Annual General Meeting (AGM) may appoint Club members or other external persons as RHA honorary members.
- (4) By joining as a member or by being appointed as a honorary member the Statutes and their implemented provisions and regulations are recognized.

§ 6 Fees, Dues and Contributions

- (1) The amount of annual fees, dues and contributions are set out in a Fees and Contributions Regulation (Beitrags- und Gebührenordnung - BGO). Amendments to the annual fees, to dues as well as to the levying of contributions, with a limit of up to 5 times the annual fee, require a corresponding resolution by the Annual General Meeting (AGM). The payment of the annual fee is due in the first quarter of the respective calendar year.
- (2) Honorary members are exempted from the payment of fees, dues and contributions.
- (3) If a Club member is unable to pay the fees and dues due to an economic emergency, the Management board may - upon informal request - decide on a deferment or on a waiver of the payment.
- (4) In the event of premature termination of membership according to § 7 (2) neither a proportional reduction nor a refund of fees, dues and contributions already paid will be made.
- (5) All fees and contributions may only be used for statutory purposes.

§ 7 Termination of Membership

- (1) Membership expires by voluntary resignation at the end of a calendar year if notice of termination is provided in writing to the Management Board by September 30th of the corresponding year.
- (2) Membership automatically ends when special events occur, such as
 - a) Exclusion from Club membership,
 - b) Death of natural persons,
 - c) Liquidation of legal persons and of other associations of individuals.
- (3) The Management Board decides upon the exclusion of a Club member by a three-fourths majority of all Board members. Notice of termination may be given if a Club member
 - a) violates the Statutes and their implemented provisions and regulations or refuses to consequently implement decisions of Club bodies.
 - b) is in default of his / her payments for more than four weeks and, despite receipt of a written request for payment (registered mail) - whereby the threat of exclusion must be included - remains in arrears with his / her payments for another two weeks after formal notification of the request.
 - c) intentionally or grossly negligent damages the reputation of the Club, violates the interests of the Club or reveals other unacceptable behavior.

- d) commits criminal acts to the detriment of the Club.
- (4) After termination of the membership all rights vis-à-vis the Club are expired.

§ 8 Rights and Obligations of the Members

- (1) The members and honorary members of the Club are entitled
- a. to use the premises and facilities of the RHA for regular Club meetings in accordance with existing regulations,
 - b. to exercise their voting rights at Annual General Meetings, to submit amendments for AGM rules and regulations (Versammlungsgeschäftsordnung - VGO), to submit and support motions for inclusion in the agenda pursuant to § 10 (5) and to gain insight into meeting protocols,
 - c. to claim the protection of their interests by participation in information and data processing training and conducting RHA sales events,
 - d. to request from the RHA that their personal data be treated in compliance with data protection regulations (refer to § 13 (1)),
 - e. to exercise their personal data protection rights in accordance with § 13 (2),
 - f. to revoke a given SEPA direct debit mandate for the annual collection of the membership fees, dues and contributions.
- (2) The members and honorary members of the Club are obligated to
- a. follow the Statutes as well as their implemented provisions and regulations, all orders and to implement the decisions of the Club bodies,
 - b. adhere to the House Rules (Hausordnung - HO) issued by the Management Board, provisions and directives on fire safety, accident risk and safety of the building and property owner as well as other instructions of authorized service companies
 - c. arrange with the Management Board separately and in advance the access to the archive apart from the regular Club meetings according to the existing regulations
 - d. promote the interests of the Club to the best of their ability and to represent them externally, as well as to refrain from anything that could jeopardize the reputation and purpose of the Club
 - e. report their new address immediately after changing their place of residence
 - f. notify about new bank account details (IBAN and BIC) immediately if the bank account has changed, provided that the Club has got a SEPA direct debit mandate.

§ 9 Bodies of the Club

The bodies of the Club are

- (1) the Annual General Meeting (AGM) and the Extraordinary Member Assembly (EMA)
- (2) the Management Board (MBD)
- (3) the Data Protection Officer (DPO = Datenschutzbeauftragter - DSB)

§ 10 General Meetings

- (1) The Annual General Meeting (AGM = Jahreshauptversammlung - JHV) shall generally take place once a year in its first quarter.
- (2) An Extraordinary Member Assembly (EMA = außerordentliche Mitgliederversammlung – a.o. MV) shall be convened by the Management Board with a deadline of 3 weeks before,
- a. if one quarter of the voting members request this in writing stating the reasons, or
 - b. if it is required by special interests of the Club.

- (3) The Management Board (MBD) has to invite to the Annual General Meeting by announcement of the agenda with a deadline of 6 weeks before by notice, in writing or by telecommunication. For compliance with the deadline the timely dispatch of the invitation is decisive. Relevant address is the last one provided from a member to the RHA MBD.
- (4) The Annual General Meeting decides on the approval of the financial statements from the previous financial year, on the approval of the provisional revenue- and expenditure-planning for the current financial year, on the discharge of the Management Board, on the election of new Management Board members and cash auditors, as well as on motions, in particular amendments to the Club Statutes and regulations.
- (5) Requests for resolutions can be submitted in writing by at least 6 members with a lead time of 8 weeks. Applications of urgency are only considered if they are presented in writing to the chairman of the meeting and if there is a majority of the votes for treatment. Urgent requests for changes of the Statutes are excluded.
- (6) Resolutions of the general meetings are passed by bare majority, changes to the Statutes of the Club are passed by a two-thirds majority, and any resolution to dissolve the Club requires a three-fourths majority of the valid votes cast. Abstentions and invalid votes are not counted as valid votes.
- (7) Voting is generally open by show of hands, unless the meeting determines secret voting.
- (8) For the orderly conduct of General Meetings, internal Club rules are issued by the General Meeting. It sets out general procedural requirements for the conduct of General Meetings, the handling of business order applications, details of debates (right to speak, verbal), decision-making and preparation of protocols of meetings. Each Club member is entitled to gain insight into the protocols.

§ 11 The Management Board

- (1) The Management Board (MBD) consists of the (First) 1. Chairman, the (Second) 2. Chairman, the Secretary and the Treasurer.
- (2) The Management Board manages the business in accordance with the Statutes of the Club, the rules and the self-proclaimed Management Board Regulations (Vorstandsordnung - VO). The MBD is responsible for all Club matters.
- (3) The Club is represented judicially and extra judicially by two MBD members.
- (4) All resolutions of the Management Board, with the exception of member's exclusion as per § 7 (3), are passed by a bare majority vote. In the event of a tie, the vote of the First Chairman is decisive.

§ 12 Election and Terms of Office of Board Members and Cash Auditors

- (1) Postal voting is not allowed. Eligible are absent candidates for the Management Board if a written declaration of intent to stand and to accept their new office has been submitted. This declaration of intent must be signed by the candidate.
- (2) For elections in which the Chairman himself is subject for election, an election official must be elected first.
- (3) The Management Board is elected by the Annual General Meeting for a term of office for 2 years. However, it remains in office until the takeover of elected successors. Each Board member is elected individually. A member of the Management Board is confirmed in office only if he declares the acceptance upon inquiry.

- (4) With the termination of the Club membership the mandate of a member of the MBD is ending as well.
- (5) If a member of the Management Board leaves ahead of tenure, the Management Board may, for the remainder of the term of office until next AGM,
 - a) provisionally appoint an interim successor or
 - b) assign this office to another member of the Management Board at the same time.
- (6) If 2 or more members of the Management Board resign ahead of tenure, an Extraordinary Member Assembly (EMA) must be convened within 6 weeks in accordance with § 10 (2) b) for the purpose of new elections of the MBD.
- (7) A resignation of members of the Management Board may not occur at an inconvenient or untimely moment according to § 671 Abs. 2 BGB (*German Civil Code*).
- (8) In exceptional cases a member of the Management Board may be suspended from his office by unanimous decision of all other members of the Management Board with immediate effect. Thereafter, the Management Board must put the final decision to a vote in an Extraordinary Member Assembly in accordance with § 10 (2) b).
- (9) The re-election of a member of the Management Board is permitted indefinitely.
- (10) In order to keep 2 Cash Auditors permanently in office, a new Cash Auditor is elected at each Annual General Meeting for a term of 2 years.
- (11) With the termination of membership in the Club the mandate of a Cash Auditor ends as well.
- (12) If a Cash Auditor is elected for the MBD, he / she must give up the mandate of Cash Auditor ahead of schedule. In this case, the AGM agenda will be extended by the item "Election of a Cash Auditor" and (*for substitution*) an additional Cash Auditor with a reduced term of office for one year is to be elected.
- (13) The re-election of a Cash Auditor is permitted only after a one year's break.

§ 13 Data Protection

- (1) In order to fulfill the purposes and tasks of the RHA in compliance with the legal provisions of the EU General Data Protection Regulation (EU GDPR) and other (*German*) national data protection laws {e.g. Bundesdatenschutzgesetz (BDSG), Telemediengesetz (TMG)} personal data about the personal and factual circumstances of the members will be collected, processed, stored and used. A transmission of data takes place based on specific purposes, in compliance with legal regulations as well as in individual cases with the agreement, in textual or in written form, of the persons concerned.
- (2) Rules for data protection in the RHA are set out in a Data Privacy Policy (RHA DPR = Datenschutzordnung - DSO), which is enacted by the Annual General Assembly. These rules include among others the rights of members with respect to the respective personal information stored about them, governs the duties of the persons working for the RHA in the handling of personal data and defines procedures for monitoring and controlling compliance by the Club's Data Protection Officer (DPO = Datenschutzbeauftragter – DSB).
- (3) The Data Protection Officer (DPO = Datenschutzbeauftragter – DSB) is appointed or dismissed by resolution of the Management Board.

§ 14 Financial Year and Finances

- (1) The financial year is the calendar year.

- (2) Procedures and processes including reimbursement of expenses and allowances for the management of assets, the financial management principles and the use of RHA funds are laid down in a Financial Regulation (Finanzordnung - FO). The FO is in compliance with legal requirements and is passed by the General Meeting.
- (3) The bookkeeping must be carried out in accordance with the German Commercial Code of Practice (Grundsätze ordnungsgemäßer Buchführung - GoB) and, if applicable, comply with the "Principles for the orderly Conduct and Safekeeping of Books, Records and Documents in Electronic Form and Data Access" (Grundsätze zur ordnungsgemäßen Führung und Aufbewahrung von Büchern, Aufzeichnungen und Unterlagen in elektronischer Form sowie zum Datenzugriff - GoBD).
- (4) In addition to the Financial Regulations (FO), Travel Regulations (Reiseordnung - RO) for travels on behalf of the RHA are adopted by the Management Board. It regulates reimbursements within the framework of the Federal Travel Expenses Act (Bundesreisekostengesetz - BRKG), defines procedures (approval, billing modalities) and provides applicable forms.
- (5) The Treasurer of the RHA is responsible for the factual and calculative correctness of documents and the resulting bookings - without prejudice to the overall responsibility of the Management Board of the Club.
- (6) The Cash Auditors must check the proper bookkeeping and cash management as well as the cash register's annual accounts, prepare an audit report and report back their findings to the Annual General Meeting. The audit covers the accuracy and completeness of the supporting documents and bookings, not the expediency and necessity of the expenditures.

§ 15 Limitations of Liability

- (1) The RHA shall not be liable to its affiliates for any loss or damage suffered by members in the performance of the statutory purposes, use or opportunity to use of RHA equipment or devices respectively, nor during events of the RHA, as far as damages or losses are not covered by the insurance of the RHA.
- (2) Each member and all those who are entitled to work for the RHA gratuitously or on a remuneration basis that does not exceed the annually admissible limit under § 3 Abs. 26a Income Tax Act (Einkommensteuergesetz - EStG), shall be liable for any incurring damage in fulfillment of their voluntary activities, towards the RHA and against third parties, only in the case of intent and gross negligence.

§ 16 Orders

- (1) In order to achieve the purposes and objectives of the RHA special orders issued by the Annual General Meeting or by the Management Board have been established taking into account any participation rights of other institutions, e.g. the Data Protection Officer. All orders are not part of these Statutes and are therefore not entered into the Club Register.
- (2) Areas not covered by this Statutes and the work of the institutions and (internal) bodies, which are not fully regulated, may be regulated by additional orders and regulations.

§ 17 Dissolution of the Club

- (1) In case of a decision to liquidate the Club according to the regulations of the Statutes, the MBD members have to be assigned as liquidators. The activities and tasks have to be performed according to the law regulations of §§47 ff BGB (*German Civil Code*).

- (2) Upon liquidation of the Club or discontinuation of tax-privileged purposes the assets are to be transferred to the (*non-profit association*)

Hermann-Oberth-Raumfahrt-Museum e.V., Pfinzingstraße 12-14, D-90537 Feucht,

which will have to use it directly and exclusively for charitable, benevolent or ecclesiastical purposes.

§ 18 Final Clauses

- (1) The Management board is authorized by the Extraordinary Member Assembly (EMA) to make editorial changes between two Annual General Meetings, provided that the Registry Court or the Tax Office immediately requests effective or recurring updates. The meaning of the Statutes may not be changed thereby.
- (2) The Statutes of the RHA dated January 21, 2003 were replaced by a resolution of the Extraordinary Member Assembly of the RHA on October 12, 2018. This new version enters into force after (*formal*) entry in the Register of Associations (*of the District Court Bremen*).

Bremen, October 12th, 2018

Ulrich Bremer
(1. Chairman)

Rüdiger Kledzik
(2. Chairman)

Reiner Nürge
(Secretary)

Hans-Wilhelm Usedom
(Treasurer)