

Annex 6 – The Council – The Secretariat

Article 1 - Scope

The Council is in charge of the tasks assigned to it under Article 8 of the Agreement. However, the tasks listed in Article 8 (2) (b) and (d) of the Agreement shall be in the exclusive and joint competence of the four Chairpersons designated in accordance with Article 3 hereunder.

Article 2 – Meetings / Decisions

- (1) The Council shall meet at least once every second year for two days, during the second half of June of the respective year in Brussels. The Secretariat will provide logistical and secretarial support for this meeting and will organize and call for the meeting.
- (2) Members will receive the Employer Parties' consolidated reports 20 business days before the first day of the respective meeting for preparation of the meeting. During the two day meeting, Members shall prepare and draft the Summary Report as required by Article 8 (2) of the Agreement. Minority statements and opinions shall be recorded in an Appendix but shall be kept to a minimum.
- (3) The two Co-Chairpersons designated under Article 3 below may jointly decide to hold more frequent meetings if they consider this necessary.
- (4) Members can issue proxies to other Members or Alternate Members.

Article 3 - Chairpersons

The Council will be chaired by two Co-Chairpersons, and two Co-Vice-chairpersons, each appointed by the Parties representing Employees and Employers for terms of four years, for the first time at the date of the signature of this Agreement.

Article 4 - Minutes, Records

- (1) The Council meetings shall be minuted. Minutes will be provided to the Parties within two weeks after the respective meeting. Unless Members object to the minutes within one further week, minutes shall be considered as final.
- (2) The Secretariat or a third party appointed by it shall maintain all records in relation to the Council.

Article 5 – Costs of the Council / Secretariat

All common reasonable and justified expenses / costs emanating from the operation of the Council (meeting room, simultaneous interpretation in FR / EN / DE excluding individual travel and accommodation) and from the Secretariat shall be equally split among the Parties representing Employers.

Article 6 - Liability, Indemnification

- (1) Membership in the Council is on behalf of the Parties represented and Members and Alternate Members can therefore not be held individually and directly liable for their membership duties.
- (2) Parties shall jointly and severally indemnify and hold harmless Members, Alternate Members, their heirs and successors from and against any and all claims, fees, costs, expenses, liabilities

and damages (including reasonable attorneys' fees) reasonably incurred or imposed upon them in connection with or resulting from any action, suit, proceeding or claim to which they may be made party or may become involved in relation to or as a result of their membership in the Council, unless the action, suit, proceeding or claim has been caused by willful misfeasance or malfeasance in their duties.

Article 7 – Notifications / Language

All notifications, collection and dissemination of documents under Annex 6 shall be done by electronic mail. Communications from and to the Council shall be routed through the electronic mail addresses of the Secretariat. All notifications, communications and meetings shall be conducted in the English language.