

# ARTICLES OF ASSOCIATION FOR THE FORNEBU TECHNOPORT ASSOCIATION

DOCS-#3063-v3 03.02.2005

## 1 – Name and place of operation

The name of the association is **Fornebu Technoport**. The association conducts operations at the IT, knowledge and innovation centre at Fornebu and in surrounding knowledge clusters in the Snarøya, Fornebu and Lysaker area in the municipality of Bærum. The association's office is in the Terminal Building at IT Fornebu.

The Centre Owners at the time of establishment of the association are IT Fornebu Eiendom AS and KLP Eiendom AS.

## 2 – Definitions

The following terms will be defined as follows in these articles of association:

<i>Knowledge cluster</i>	The Snarøya, Fornebu og Lysaker area in the municipality of Bærum, including IT Fornebu.
<i>IT Fornebu</i>	The IT, knowledge and innovation centre in Fornebu, as defined in the agreement between the state and the parties to the "IT Fornebu Technoport" venture of 18 November 1999.
<i>Centre owner</i>	The companies or people who at any given time own the real property covered by IT Fornebu.
<i>Internal members</i>	Members of Fornebu Technoport who conduct operations within IT Fornebu.
<i>External members</i>	Members of Fornebu Technoport who conduct operations in the Snarøya, Fornebu and Lysaker area, but outside IT Fornebu.
<i>Centre head</i>	Head of Fornebu Technoport.
<b>Vision</b>	<b><u>The vision established in the agreement between the state and the parties to the "IT Fornebu Technoport" venture of 18 November 1999 that states the following: "In a long-term interaction between research, education and business, to create diversity in a forward-looking knowledge cluster, and thus increase national innovation and knowledge-based business development."</u></b>
<i>IT Fornebu AS</i>	The company that will have general responsibility for administration and development of the Vision, and will ensure that the operations at the IT, knowledge and innovation centre are conducted within the frames of the Vision.

## 3 – Purpose

The purpose of the association is to initiate and coordinate joint activities for the Knowledge Cluster and to attend to the members' internal and external joint interests.

IT Fornebu was established on the basis of the Vision that is managed and controlled by IT Fornebu AS. Fornebu Technoport is an integrated part of this Vision, and the collaboration in the Knowledge Cluster makes the Vision a joint objective. The members will seek to achieve the following through Fornebu Technoport:

- Contribute to and learn from the development and realization of the Vision.
- Achieve benefits for their own business by being able to participate in a competent and forward-looking environment in ICT and other knowledge-based activities that focuses on interaction with business, education, research and venture capital.
- Have a regular forum for exchanging information with enterprises with the same or associated competence and market orientation, with the opportunity to develop shared services.

In addition to the above, Fornebu Technoport will provide Internal Members with:

- A regular forum for communication with the Centre Owner, including giving the members the opportunity to provide feedback in terms of profile-raising activities.

#### **4 – Membership**

##### **Internal Members**

Anyone who signs a lease with IT Fornebu and conducts business, research or educational activities or other Vision-related activities is entitled to and under an obligation to become a member of Fornebu Technoport. Consumer-oriented trade and services, social infrastructure and homes are considered to be outside this group. In the event of any doubts, the Centre Owner will determine whether a Tenant is entitled to and under an obligation to become a member.

The obligation to become a member of the organization will be established at latest at the same time as the lease for premises and/or acquisition of right of ownership to real property within IT Fornebu. The membership will be established when obligations and rights in the lease are triggered. The withdrawal from Fornebu Technoport must accordingly take place upon termination of such a lease or disposal of real property. The member is under an obligation to remain a member of Fornebu Technoport for the duration of the lease/ownership outside IT Fornebu.

##### **External Members**

The board of Fornebu Technoport may decide to allow players in the Knowledge Cluster to become members of Fornebu Technoport. Membership requires that the player conducts business, research or educational activities or other Vision-related activities.

#### **5 – The board**

Fornebu Technoport must have a board of 4–8 members. The ordinary annual meeting elects a board for two years. The Centre Owner must always have at least 2 members on the board. One of them must be the chairman of the board. The board will elect its own deputy chairman.

Board members must step down if the membership of the member they represent ends. When this occurs, the board will fill the vacancy itself until the next association meeting, when a new board member is elected for the same term as the sitting board.

The board has a quorum with a simple majority when at least half of the board members are present and one of them is the chairman or deputy chairman. If voting ends in a tie, the chairman or deputy chairman will have the deciding vote.

IT Fornebu AS may attend meetings and speak, but has no vote.

The board must have at least 6 meetings per year.

The board must lead and monitor the activities of Fornebu Technoport. The board has general responsibility for the association being run in accordance with the purpose in Article 3 above.

The board may draw up binding rules for IT Fornebu, including house rules and guidelines for marketing Internal Members. Board members that represent External Members do not have a vote on decisions regarding provisions mentioned in this item.

The board must write a report on Fornebu Technoport's activities for the ordinary annual meeting. The report must include a report on the association's activities during the previous year of operation, a proposal for a budget for the coming year of operation, and revised accounts for the association for the previous year of operation.

#### **6 – Signing for the association**

The board may legally commit the association. The association's signature is provided by the chairman of the board and the Centre Head jointly – see Article 9.

#### **7 – Day-to-day management of Fornebu Technoport**

IT Fornebu AS must appoint a manager for Fornebu Technoport (Centre Head) in consultation with the Centre Owner.

The Centre Head must report to the association's board on all matters regarding Fornebu Technoport, IT Fornebu and the Knowledge Cluster. The tasks of the Centre Head will otherwise be determined by the association's members through the association's board. The Centre Head must be available to the members when it comes to all issues associated with Fornebu Technoport, IT Fornebu and the Knowledge Cluster.

#### **8 - Duty of active participation in Fornebu Technoport**

The members of Fornebu Technoport are under an obligation to participate actively in the association's activities or otherwise help realize the goals of the association. Particular reference is made to the statement of purpose in Article 3 above. The members must contribute to contact and professional exchange with other parties outside their own organization.

The members must participate in the interdisciplinary environment in the Knowledge Cluster. Members from the business and capital environment must open their activities to participation from students on different levels. Research and education organizations must actively contribute to increased commercialization of research results in dialogue with other members. Exchange of competence, for example in the form of guest lectures and joint projects, must be given priority.

The members' obligations pursuant to this provision must nevertheless not exceed those that coincide with a member's own goals and those permitted by the member's resources.

The Centre Head must contact members who over time and without sound reason consistently fail to participate in the association's joint activities or in interdisciplinary cooperation as stipulated in the first sentence of this Article. If the Centre Head, following a dialogue with the member in question, does not achieve agreement with the member on a remedy to the situation, the Centre Head may bring the matter to the attention of the board. After having reviewed the matter, the board may bring the matter to an association meeting for review.

In accordance with guidelines drawn up by the board, the association meeting may decide that due to the lack of follow-up of its obligations pursuant to this provision, the member shall be excluded from the association in accordance with Article 14 below. For Internal Members, such exclusion does not mean that the lease with IT Fornebu will end.

#### **9 – Membership fee**

IT Fornebu AS will cover the costs of the wages and expenses of the Centre Head until 1 January 2007.

##### **Internal Members**

Internal Members shall pay a fee to Fornebu Technoport every quarter in advance proportionate to the area leased, including share of common areas, corresponding to NOK 10 per sq.m. per year. The membership fee may be adjusted in accordance with any rise in Statistics Norway's Consumer Price Index or, if it is repealed, another public index, effective 1 January every year, and for the first time on 1 January 2005. The basis for the adjustment is a rise in the index during the past 12 months until 15 October of the previous year.

The membership fee shall be paid starting at the beginning of the lease.

##### **External Members**

External Members must pay a fee to Fornebu Technoport every quarter in advance proportionate to the number of employees. NOK 100 shall be paid every year for the first 100 employees. NOK 10 shall be paid every year for each employee thereafter. The membership fee may be adjusted in accordance with any rise in Statistics Norway's Consumer Price Index or, if it is repealed, another public index, effective 1 January every year, and for the first time on 1 January 2005. The basis for the regulation is a rise in the index during the past 12 months until 15 October of the previous year.

The fee shall mainly cover the expenses of the association's administration and measures that are implemented in accordance with valid decisions at an association meeting. The membership fee will be billed by the Centre Owner, together with the rent, for direct transfer to the Centre Head, on behalf of Fornebu Technoport.

#### **10 – Association meetings**

The association's executive authority is the ordinary annual meeting. The ordinary annual meeting must be held by the end of April every year. The association must hold at least one association meeting by the end of November every year to adopt the association's budget for the next year.

The board may call extraordinary association meetings in addition to the two regular meetings. The board shall decide whether to call such extraordinary meetings. The board must call such meetings when the Centre Owner or 20% of the association's members make a written request for such a meeting to be held. Such requests to the board must contain a list of the cases to be reviewed at the meeting.

Association meetings must be called with at least two weeks' written notice. The notice must contain a proposed agenda.

The ordinary annual meeting must review the following:

- a) The board's report and accounts for the previous year of operation
- b) Election of the board (and choice of auditor)

- c) Any changes to the articles of association
- d) Determination of remuneration of the members of the Board (and the auditor)
- e) Other matters indicated in the notice of the meeting
- f) Any other business

The budget for the coming year of operation will be adopted at the association's autumn meeting

The annual meeting must be led by the chairman of the board or, if he/she is not present, the deputy chairman. If neither one of them are present, the annual meeting may elect a different chairman of the meeting with a general majority. The chairman of the meeting must be a member of the association.

Any member may request that business be put on the agenda. Written notice must be given to the board of this at latest 10 days before the association meeting. If the business is not already listed on the proposed agenda, the board must send the business that was entered later to the members at latest 5 days before the meeting.

Minutes shall be kept of the association's meetings. The minutes must be signed by two representatives, who will be elected among the people present to sign the minutes.

IT Fornebu AS has the right to receive the notice and to attend the association's meetings as an observer.

#### **11 – Voting rights at association meetings**

All members are entitled to attend the annual meeting and vote. Each member has one vote. Association meetings make decisions through a general majority.

Association meetings have a quorum when more than half of the total number of votes is represented. A two-thirds majority is nevertheless required to change the articles of association, and a three-quarters majority to decide to dissolve the association. Changes to the articles of association must also be approved by the Centre Owner. The Centre Owner cannot oppose a decision to change the articles of association without a sound reason.

Changes to the fee in Article 9 cannot be made without the written approval of all members. Such changes must also be approved by the Centre Owner.

A member may give a proxy to another member who is present. Each member who attends may only hold the proxy of one member in addition to its own vote.

When the votes are tied, the chairman of the meeting will have the deciding vote. When electing people to positions of trust, a tie will lead to election by drawing lots.

#### **12 – Duty of confidentiality**

Board members and the Centre Head are under an obligation to treat as confidential all non-public information that they receive about each other's activities as a consequence of their membership in Fornebu Technoport.

#### **13 – Duty of notification**

Members are under an obligation to provide the Centre Head (when it requests this) with any information of importance to the activities of Fornebu Technoport.

#### **14 – Termination of membership**

Membership in the association will end automatically for Internal Members when the member no longer conducts operations outside IT Fornebu and/or upon termination of the lease or ownership of the property at IT Fornebu. The membership of External Members will end upon withdrawal. Membership may also be brought to an end through exclusion.

Exclusion may be decided by the association meeting. A member will be excluded if it acts or wants to act to the harm or disadvantage of the association, the centre's owners or other members. Exclusion may also be decided if a member has breached its obligations pursuant to Article 9 over time or if the member refuses to comply with a decision made by the association meeting or board.

Exclusion does not grant the right to refund fees that have been paid pursuant to Article 10 either during the year of exclusion or in previous years.

## **15 – Dissolution of Fornebu Technoport**

A decision may be made at the association meeting to dissolve the association. A decision to dissolve requires that at least half of the members are represented. A decision requires a three-quarters majority. At least two months before such an association meeting, the board must send the members a proposal for dissolution. Dissolution of the association must be approved by the Centre Owner.

## **16 – Disputes**

In the event of disputes between the members that affect the business of Fornebu Technoport, the parties involved must attempt to resolve the dispute through negotiations. If the negotiations do not succeed, the dispute may be presented to the association's board, which will make a statement on its view of the matter. If this does not lead to the dispute being settled, the parties may present the matter to the association meeting, which can also make a statement on the matter. If the parties subsequently are unable to come to an agreement, the matter will be resolved through arbitration or Chapter 32 of the Arbitration Act.

Any dispute related to one or more Internal Members' leases must be brought to the attention of the Landlord directly by the party in question, and such cases must not be dealt with by Fornebu Technoport.