

Digital Addressable Lighting Interface Working Group (AGDALI)

Statute of Organization

§ 1 Name, legal structure, financial year

The 'Digital Addressable Lighting Interface Working Group (AGDALI)', in the following called AGDALI, has been set up on the basis of the statutes of the German Electrical and Electronic Manufacturers' Association (ZVEI) e.V. at Frankfurt/Main, § 11. The AGDALI has been attached to the Division Luminaires within the ZVEI.

The financial year is the calendar year.

§ 2 Responsibilities

Purpose of the AGDALI is to promote the exchange of experience on technical and economic terms in the field of the digital addressing of lamps and/or luminaires, in this instance the Digital Addressable Lighting Interface (DALI), and to represent the members' interests in this field to the public in general. These are specifically

- definition of the strategic approach
- description of the technical principles
- development of concepts of use
- description of possible fields of application
- assuring compatibility
- realisation on a European (world-wide) scale
- giving constructive input for further developments to be used in standards.

§ 3 Membership

1. All members of the ZVEI engaging in the field of activities described in § 2 are eligible to become members of the AGDALI.
2. Companies not fulfilling the conditions for a ZVEI membership may become AGDALI associate members provided they are engaging in the activities as described in § 2 and belong to the following branches of industry.
 - production companies
 - system integrators / engineering offices
 - architects / planners
 - research institutes
 - authorities / public organisations
 - wholesalers
 - installation companies.
3. The AGDALI board of Directors checks and approves upon the admission.
4. The membership ends
 - by way of a voluntary resignation respecting a four weeks' period of notice towards the end of each calendar year
 - by terminating all activities under § 2 and § 3, item 1 respectively item 2
 - by exclusion.

An exclusion will be allowed in the case of a AGDALI member seriously infringing his duties as a member (e.g. failure to pay contributions as passed in the statutes) or being at fault according to the circle of persons' professional understanding who are represented by the AGDALI. The exclusion will be effected by notification in writing by the AGDALI's Managing Director. § 3, item 6c, 2nd section of the ZVEI statutes will apply as appropriate.

All rights that the member has got with the membership will be deleted by ending of membership.

§ 4 Institutions

The responsibilities of the AGDALI are taken over by

- a) the Meeting of Members
- b) the Board of Directors
- c) the Managing Director

§ 5 Meeting of Members

1. The Meeting of Members discusses and decides upon all topics relating to their special field, unless the same have been transferred to other institutions of the AGDALI or are taken care of by the ZVEI otherwise. In particular the Meeting of Members will decide upon
 - a) the election of the Board of Directors
 - b) the formation of working teams for the consideration of tasks limited by time or scope
 - c) contributions required to cover costs
 - d) accepting the Board of Directors and Managing Director reports for the past financial year.
2. Meetings of Members to be held
 - a) a minimum of one time per calendar year
 - b) upon resolution passed by the Board of Directors
 - c) within a period of four weeks provided the same has been requested in writing with the Board of Directors and Managing Director by a minimum of 20% of the members stating reasons for this.
3. The Meeting of Members will be called by the chairperson of the Board of Directors respecting a four weeks' period of notice. The Meeting of Members will be chaired by the chairperson. In case of this person being prevented from attending the meeting, the same will be chaired by a substitute chairperson as stipulated in the ZVEI statutes for the case of the Board of Directors being prevented from attending the meeting.
4. Each member of the AGDALI, with reference to § 3.1, has one vote in the Meeting of Members. Evidence must be provided to the Board of Directors concerning the voting right, if required. No assignment of voting rights shall be permitted.

AGDALI Members of CELMA-Associations (*) receive voting right related to § 3.1.
5. Under the ZVEI Statutes the Meeting of Members will pass resolutions with the majority of the votes cast. Winning party of any election will be the one receiving the majority of votes. In the event of an equality of votes the resolution shall be passed by way of a second ballot.
6. Passing resolutions in writing shall be permitted.
7. Minutes shall be taken of any Meeting of Members to be signed by both the chairperson of the meeting and the Managing Director.

*) CELMA = Federation of National Manufacturers Associations for Luminaires and Electrotechnical Components for Luminaires in the European Union

§ 6 Board of Directors

1. The Board of Directors shall be constituted by the chairperson and four deputy chairpersons having equal rights.
2. Members of the Board of Directors shall be owners, members of the Board of Directors, Managing Directors or senior employees of producing companies within the AGDALI. The Board of Directors membership is personal and shall be exercised on an honorary capacity.
3. The Board of Directors is to be elected for a two-year term with a re-election being permitted.

§ 7 Managing Director

The AGDALI Managing Director will be made available by the Division Luminares within the ZVEI.

§ 8 General Rules

1. The AGDALI's Statute of Organization shall be passed during the constituent Meeting of the Members. The Statute of Organization has to be confirmed by the ZVEI Management.
2. Amendments to the Statute of Organization may be passed with a two third majority of the AGDALI members during the Meeting of the Members. They require to be confirmed by the ZVEI Board of Directors.
3. All rules not specifically included within the Statute of Organization shall be governed by the ZVEI statutes.
4. To be effective, the dissolution of the AGDALI requires a ZVEI Board of Directors' resolution which shall be consented to in good understanding by the AGDALI.
5. Since the AGDALI members are responsible jointly and severally for liabilities of the AGDALI, the limitation of liability per member amounts to the membership fee for one year at the amount stipulated.

In business with a third party the AGDALI will guarantee to emphasize that the AGDALI is liable only to the extent of its property.

6. All documents of the AGDALI will be drafted bilingually, in German and English.