



## **The Cruise Baltic Association**

**Articles of association (updated December 2009)**

### **Definitions**

Destination: Cruise destination/city

Partner: Organization within a cruise destination (typical Port or City organization)

### **§1 Objective**

The overall Objective is to attract and strengthen the cruise tourism in the Baltic Sea Region, by promoting and market the destinations in Cruise Baltic towards

- Cruise lines
- Agents
- Media
- Passengers

Furthermore it is important to develop and link the destinations and partners directly to each other in terms of e.g. common goals, responsibility and knowledge sharing. See Strategy document.

### **§ 2 Name and location**

The name of the association is Cruise Baltic, founded November 2010.

The Cruise Baltic office is registered at Wonderful Copenhagen, GI Kongevej 1, 1610 Copenhagen V, Denmark and therefore assigned to the laws of Denmark.

### **§ 3 Conditions of partnership**

To be a partner in the Cruise Baltic Association one of the following needs to be fulfilled:

- 1 A destination in the Baltic Sea Region that has got a cruise specific strategy
- 2 A cruise destination that is connected to the Baltic Sea Region through specific cruise itineraries can become a CB partner if agreed upon by the Steering Group.

To become a partner in Cruise Baltic the organization needs to fill in the application form and return it to the secretariat.

Partner responsibilities:

- Dedicated contact person(s) to attend meetings and deliver various material according to deadlines

Partner privileges:

- Status as a Cruise Baltic Partner
- Airlift and accommodation when attending Steering Group meetings is included for one person from each partner (as long as Cruise Baltic has airline and hotelpartner agreements). See the current guidelines regarding Cruise Baltic Steering Group meetings
- The Destination will be promoted in marketing material and included in ongoing activities, according to Strategy document.

#### **§ 4 Partnership fee and vote**

The partner fee and number of votes depend on the yearly level of calls

The monetary standard is Euro

<b>Number of calls</b>	<b>Level</b>	<b>Annually fee/Euro</b>	<b>Vote</b>
0 – 24	Small	10.000	1
25 – 49	Medium	12.500	1
50 – 199	Large	16.500	2
200 -	Extra Large	22.000	2

Decisions at the Steering Group meetings are made by simple majority (representatives present at the meeting). The Chairman has one vote in case there is an unresolved amount of votes.

#### **§ 5 Partnership period**

The partnership is a binding start-up two year period. The following partnership period is one calendar year. The partnership can be terminated by a written notice of minimum 12 month to the secretariat.

#### **§ 6 Steering Group and management**

Steering Group consist of all partners

The Management consists of the following:  
Chairman, Director and Secretariat.

The Chairman will be elected by the partners for a three year period. Locations of the Cruise Baltic secretariat will be within the Chairmans organization.

The Cruise Baltic Association is managed by the secretariat.

The secretariat is run by a Director which reports to the Chairman.

Steering Group meetings:

Two or three annual meetings for all partners where activities and strategy are overall discussed and decided.

#### **§ 7 Economic terms and budget**

Yearly approval of budget at the Steering Group meeting.

Financial status on a quarterly basis.

#### **§ 8 Amendment of the articles of association**

Changes in the articles of association can be decided at a Steering Group meeting by two/third majority. Suggestions to amendment have to be at the secretariat minimum 4 weeks before and will be sent out to all partners minimum three weeks before the meeting. Partners that are not able to attend the meeting can send their vote to the secretariat one week prior to the meeting.

#### **§ 9 Breach of contract**

A partner that fail the payment terms (regarding partnership fee) will not have the right to attend/vote at Steering Group meetings or be part of marketing/press activities until the financial issue is settled according to agreement with the Secretariat.

Exclusion:

A partner can be excluded if payment of the partnership fee is not settled.

## **§ 10 Dissolution and liabilities**

If the Cruise Baltic Association is dissolved all assets (e.g. Brand, logo, material, knowledge) belong to the partners within the association at the time of dissolution and will be shared among those (in proportion to partnership level). It will be divided according to the existing law of the Cruise Baltic registered office.

If, at the time of dissolution Cruise Baltic has debt, commitment or responsibility/liability the partners within the association at the time of dissolution have to share the obligations (in proportion to partnership level).

### **Liabilities**

If the Cruise Baltic Association has debt that can't be covered by the income (including the partnership fee) the partners will have joint and several liability, in proportion to partnership level.

## **§ 11 Strategy and activities**

For the Cruise Baltic strategy and activities, see the current Strategy document.

## **§ 12 Language**

The language (meetings and written) is English.

## **§ 13 Confidentiality**

Agreement is confidential and strictly for internal use. The Agreement, or parts thereof, may not be given to unauthorized persons outside CB.



**Cruise Baltic Association Partnership Application**

**Partner (organization):**

E.g. Wonderful Copenhagen/Cruise Copenhagen Network

**Address and country:**

E.g. GI Kongevej 1  
1610 Copenhagen V  
Denmark

**Phone:**

E.g. 0045 3325 7400

**Contact person, title:**

E.g. Anette Jensen, cruise director

**Partnership Level (number of calls the year of application)**

Number of calls	Level	Annually fee/EUR	Mark with an X
0 – 24	Small	10.000	
25 – 49	Medium	12.500	
50 – 199	Large	16.500	
200 -	Extra Large	22.000	E.g. X

The annually fee will be E.g. 22.000 EUR

If the number of calls changes the partnership fee will be adjusted

**Payment Terms:**

Net 15 days after invoice issued

Nordea Bank Danmark A/S, Vesterbrogade 8, 0900 København C, Denmark

Account No.: 2191-5036071658, SWIFT Address: NDEADKXXX

IBAN: DK8920005036071658

Place, date

Place, date

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Partner

Host Partner

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(Name, position)

(Name, position)

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Signature and stamp partner

Signature and stamp Host partner