
CONSTITUTION

OF

SUBOPTIC

(AN UNINCORPORATED ASSOCIATION)

CONSTITUTION OF SUBOPTIC

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BACKGROUND

- A. This association (the “**Association**”) is an unincorporated, mutual, non-profit making organisation, the primary purpose of which is to promote the interests of organisations and individuals involved in the submarine telecommunications industry, including with respect to the planning, deployment and operation of submarine cable systems, the technology used in such systems and the regulation of all related activity. The Association provides a forum for the discussion of ideas, the exchange of non-competitive information, and the advancement and raising of awareness of issues relevant to the industry.
- B. Amongst other activities, the Association organises the SubOptic Conference and Exhibition.

1. DEFINITIONS AND INTERPRETATION

- 1.1 “**Adoption Date**” means the date of adoption of this Constitution by written resolution of all of the members of the Legacy Committee.
- 1.2 “**Advisory Committee**” means an advisory committee established by the Executive Committee in accordance with this Constitution for the purpose of consulting and advising on matters in support of the Executive Committee.
- 1.3 “**Alternate Representative**” means a named representative from within the organisation of a Member, as may be nominated by such Member from time to time as an alternate to its Representative in accordance with clause 4.9.
- 1.4 “**Annual Fee**” means the fee payable to the Association by Members annually, the amount of which is determined from time to time by the Executive Committee.
- 1.5 “**Budget**” means the budget for the Service Company as set from time to time by the Executive Committee in accordance with clause 7.8.
- 1.6 “**Business Day**” means a day (other than a Saturday, Sunday or public holiday) when banks are generally open in London for normal business.
- 1.7 “**Candidate**” means a candidate for election to the Executive Committee.
- 1.8 “**Community**” means those organisations (and the people associated with those organisations) which have an interest in submarine telecommunications cables. The Community includes (but is not limited to):
 - 1.8.1 owners, co-owners and/or operators of submarine cable systems (each a “**System**”) and/or the providers of capacity or network infrastructure (including dark fibre) on such Systems;
 - 1.8.2 purchasers of capacity and network infrastructure on Systems, including communications operators, enterprises and content providers;
 - 1.8.3 System vendors and/or suppliers;

- 1.8.4 suppliers of System components and services;
 - 1.8.5 suppliers of network management services;
 - 1.8.6 maintainers of Systems and related network infrastructure;
 - 1.8.7 suppliers of cable protection;
 - 1.8.8 consultants and professional advisers;
 - 1.8.9 non-carrier investors;
 - 1.8.10 academic, professional and research institutions in the field; and
 - 1.8.11 relevant international standards and regulatory bodies.
- 1.9 “**Community Segment**” means any one of the segments of the Community specified in clause 1.8.
- 1.10 “**Conference**” means the SubOptic Conference and Exhibition.
- 1.11 “**Conference Cycle**” means the period of time running from the end of a Conference to the end of the subsequent Conference.
- 1.12 “**Constitution**” means this constitution.
- 1.13 “**Delegated Committee**” means any Subcommittee or Advisory Committee.
- 1.14 “**Director**” means a director of the Service Company.
- 1.15 “**Event Management Company**” has the meaning given to such term in clause 8.8.
- 1.16 “**Event Programme Chair**” means the chairman of the Programme Committee appointed by the Executive Committee in accordance with clause 9.1.
- 1.17 “**Executive Committee**” means the executive committee of the Association, as is established and governed by this Constitution.
- 1.18 “**Executive Committee Member**” means a Member whose Representative is an Officer.
- 1.19 “**General Meeting**” means a general meeting of Members as may be convened from time to time.
- 1.20 “**Host**” means the host of the Conference as elected from time to time pursuant to this Constitution.
- 1.21 “**Initial Member Loan**” means a loan entered into by the Service Company and a Member in respect of prior pre-credit funding of previous Conferences on the terms of the standard form loan agreement included at Schedule 1 to this Constitution.
- 1.22 “**ITW 2017**” means International Telecoms Week (ITW) 2017.
- 1.23 “**Legacy Committee**” means the legacy executive committee of the Association constituted in accordance with the constitution that applied to the Association immediately prior to the adoption of this Constitution.
- 1.24 “**Legacy President**” means the president of the Legacy Committee.
- 1.25 “**Member**” means an organisation that is accepted as a member of the Association by the Executive Committee in accordance with this Constitution.
- 1.26 “**Member Loan**” means an Initial Member Loan or other loan entered into between a Member and the Service Company in accordance with this Constitution.

- 1.27 “**Membership**” means membership of this Association.
- 1.28 “**Membership Fee**” means the fee payable to the Service Company by Members on admission as a Member, the amount of which is determined from time to time by the Executive Committee.
- 1.29 “**Nominee**” means a member of the Service Company, as appointed in accordance with this Constitution.
- 1.30 “**Officer**” means a member of the Executive Committee, as elected by the Members from time to time in accordance with this Constitution.
- 1.31 “**Organising Committee**” means the committee formed and chaired by the Event Programme Chair during a Conference Cycle in accordance with clause 9.8.
- 1.32 “**Papers Committee**” means the committee with responsibilities in respect of papers to be presented at the Conference, as constituted in accordance with clause 9.4.
- 1.33 “**Personal Interest**” means a financial interest or an interest that does not arise in the ordinary course of being a Member or an Officer.
- 1.34 “**Post-Conference Meeting**” means the first meeting of the Executive Committee to take place following a Conference.
- 1.35 “**Pre-Conference Meeting**” means the General Meeting that takes place prior to each Conference in accordance with clause 5.
- 1.36 “**President**” means the president of the Executive Committee elected in accordance with clause 6.19.
- 1.37 “**Presidential Term**” has the meaning given to such term in clause 6.21.
- 1.38 “**Programme Committee**” means the committee with responsibilities in respect of the programme of a Conference, as selected by the Executive Committee and the Event Programme Chair in accordance with clause 9.1.
- 1.39 “**Proxy Notice**” has the meaning given to such term in clause 5.11.
- 1.40 “**Representative**” means a named individual representative from within the organisation of a Member, as may be nominated by such Member from time to time in accordance with this Constitution.
- 1.41 “**Secretary**” means the secretary of the Association as appointed by the Executive Committee from time to time in accordance with this Constitution.
- 1.42 “**Service Company**” means SubOptic Limited, a company incorporated in England and Wales with company number 07850307.
- 1.43 “**Subcommittee**” means a subcommittee established by the Executive Committee in accordance with this Constitution for the purpose of making any inquiry, or to supervise or perform any function or duty which would be more conveniently carried out by a subcommittee than by the Executive Committee.
- 1.44 “**Term**” has the meaning given to such term in clause 6.13.
- 2. NAME**
- 2.1 The name of the Association shall be “SubOptic”.

- 2.2 The SubOptic name is owned and registered by SubOptic Limited under UK registered trade mark number UK00003197031.

3. PURPOSE AND OBJECTIVES

- 3.1 The primary purpose of the Association is to promote the interests of organisations and individuals involved in the submarine telecommunications cable industry, including with respect to the planning, deployment and operation of submarine cable systems, the technology used in such systems and the regulation of all related activity. The Association provides a forum for the discussion of ideas, the exchange of non-competitive information, and the advancement and raising of awareness of issues relevant to the industry. Without prejudice to the generality of the foregoing, the activities of the Association shall include (but are not limited to):

- 3.1.1 organising, promoting and administering the Conference;
- 3.1.2 being a central representative body to inform the general public and relevant national and international governmental and non-governmental organisations about the activities of the Community, and to represent, protect and defend the interests of the Community;
- 3.1.3 engaging and partnering with international and regional cable protection organisations and bodies, relevant advisory and regulatory organisations and other trade associations to influence developments affecting the global submarine telecommunications cable industry; and
- 3.1.4 increasing the knowledge, understanding and skills of members of the Community by conducting and commissioning research, and through the development and delivery of appropriate training, standards and codes of best practice.

- 3.2 The Association in carrying out its activities will maintain a high level of professional and academic integrity.

- 3.3 The Association may further its objectives by whatever means it sees fit in accordance with the following principles.

- 3.3.1 Its efforts will be directed towards the well-being of the Community as a whole. Where it is acting in the interests of a specific Community Segment, this will not be to the detriment of another Community Segment.
- 3.3.2 It will pursue academic excellence in its Conference programmes and other educational activities.
- 3.3.3 The funds belonging to the Association will be used only to further the purpose of the Association or as may otherwise be permitted under this Constitution. Any surplus funds generated from any of its activities will be applied towards furthering its objectives.
- 3.3.4 It will at all times comply with applicable laws and regulations.

4. MEMBERSHIP

- 4.1 Membership is limited to organisations and individuals that are part of the Community. Admission to membership is at the reasonable discretion of the Executive Committee.

- 4.2 Membership shall not be transferable.

- 4.3 The Executive Committee may accept new Members from time to time in accordance with this Constitution.

- 4.4 Each of the member organisations that comprise the Legacy Committee as at the Adoption Date (and which are listed for ease of reference in Schedule 2) shall be deemed to be, and to have been accepted as, a Member. For the avoidance of doubt, each such Member shall be required to pay the Membership Fee in accordance with clause 4.6 (or as otherwise agreed by the Executive Committee).

Acceptance of new Members

- 4.5 The following provisions shall apply in respect of the acceptance of new Members.
- 4.5.1 Any application for Membership shall be made in writing to the President or in such other format as the Executive Committee may determine from time to time. By applying for Membership, each applicant agrees that with effect from (if applicable) their application being accepted, the applicant shall follow the rules of the Association, as prescribed in this Constitution, at all times.
- 4.5.2 Subject to clause 4.5.3:
- (a) the Executive Committee shall consider each application for Membership at the first meeting of the Executive Committee which is held after receipt of such application, or in accordance with the decision-making process set out in clauses 6.36 or 6.37;
 - (b) the decision as to acceptance of applicants as Members shall be vested in the Officers for the time being; and
 - (c) when the Executive Committee is not unanimous in its decision to accept an applicant as a Member, applicants may be accepted as Members with the support of at least 75% of Officers.
- 4.5.3 The Executive Committee may at any time delegate the consideration and acceptance of new Members to a Subcommittee, or to the Secretary, specifying such acceptance criteria as the Executive Committee may determine from time to time.
- 4.5.4 The President shall, within a reasonable time after any decision as to whether to accept or reject an applicant as a new Member has been taken, notify such applicant of the decision.
- 4.5.5 Upon acceptance of an application for Membership, each new Member shall sign and return to the President a copy of this Constitution to acknowledge their adherence to it. Following receipt of such signed copy, the Association shall include the new Member in the circulation of papers of the Association.

Rights and obligations of membership

- 4.6 Upon acceptance to Membership, each new Member shall pay to the Service Company within 30 days of issue of invoice the Membership Fee.
- 4.7 Each Member shall pay to the Service Company within 30 days of issue of invoice the Annual Fee.
- 4.8 Each Member shall nominate a Representative which shall be entitled to exercise the Member's voting rights on behalf of the Member.
- 4.9 Each Member shall appoint at least one Alternate Representative. One such Alternate Representative will be entitled to attend General Meetings and vote in place of such Member's Representative (and any reference in this Constitution to a Member acting by its Representative

shall be construed accordingly). Additional Alternate Representatives or representatives of a Member may, at the discretion of the Executive Committee, attend General Meetings and be entitled to speak but not to vote.

- 4.10 The rights of each Member under this Constitution include (but are not limited to) rights for it to:
- 4.10.1 attend and vote at General Meetings;
 - 4.10.2 submit its Representative for election to the Executive Committee;
 - 4.10.3 propose itself for the role of Host;
 - 4.10.4 propose itself for the role of Event Programme Chair;
 - 4.10.5 propose itself for membership on Delegated Committees;
 - 4.10.6 propose new activities for the Association;
 - 4.10.7 receive a limited number of admissions at discounted registration rates for the Conference, the number of such admissions and amount of such discounts to be agreed from time to time as between the Executive Committee and the Event Management Company; and
 - 4.10.8 access certain Member-only materials.
- 4.11 Any change in the following details of each Member shall be notified immediately by such Member to the Secretary.
- 4.11.1 Company name.
 - 4.11.2 Company address, telephone, fax or email address.
 - 4.11.3 Representative or Alternate Representative.
- 4.12 Each Member agrees to comply with such policies and procedures as may be adopted by the Executive Committee from time to time.

Member loans

- 4.13 Any Member that has any monies owing to it in respect of prior pre-funding credit of previous Conferences by the Association as at the date of adoption of this Constitution shall be entitled to loan such monies (or any part thereof) to the Service Company on the terms of the Initial Member Loan.
- 4.14 Additional Member Loans may be entered into by a Member and the Service Company on such arm's length terms as may be agreed by the Member and the Executive Committee.

Withdrawal from Membership

- 4.15 Notice of intent to withdraw from Membership shall be given to the President in writing two months in advance of the intended date of withdrawal.
- 4.16 Upon withdrawal from Membership the former Member will cease to have any interest in or claim against the Association and any use of symbols, logos, associated material or reference to the Association shall be withdrawn from any publication of the Member with immediate effect.

Expulsion from Membership

- 4.17 Any Member may be expelled from the Membership by a resolution at a General Meeting of at least 75% of the Members that it is in the best interests of the Association that such Member's

Membership is terminated. A resolution to remove a Member from the Membership may only be passed if:

4.17.1 the Member has been given at least one month's notice in writing of the General Meeting at which the resolution will be proposed and the reasons why such resolution shall be proposed; and

4.17.2 the Member's Representative has been allowed to make representations to such General Meeting.

4.18 Upon a Member's expulsion from the Membership in accordance with clause 4.17 above, such former Member will cease to have any interest in or claim against the Association and any use of symbols, logos, associated material or reference to the Association shall be withdrawn from any publication of such Member with immediate effect.

Expenses

4.19 Unless otherwise provided under this Constitution, or expressly authorised in advance by the Executive Committee, each Member and Officer is responsible for any expense it incurs in connection with the Association, including (but not limited to) any costs relating to travel and/or accommodation.

5. MEETINGS OF THE MEMBERS

General Meeting

5.1 A General Meeting may be held at such place and hour, and on such day, as the Executive Committee may appoint.

5.2 Notice of any General Meeting (excluding the Pre-Conference Meeting) shall be sent to each Member at least 21 Business Days in advance of such General Meeting.

5.3 Particulars of resolutions to be brought forward at any General Meeting (otherwise than by the Executive Committee) must be sent by the proposer of the resolution in writing to the President no later than 10 Business Days in advance of such General Meeting.

5.4 The quorum for any General Meeting (excluding the Pre-Conference Meeting) shall be 12 Members.

5.5 Except as otherwise provided in this Constitution, voting on resolutions at General Meetings shall be by show of hands with each Member entitled to exercise one vote per each such resolution, acting by its Representative.

Pre-Conference Meeting

5.6 The Pre-Conference Meeting shall take place immediately prior to each Conference.

5.7 Notice of the Pre-Conference Meeting shall be sent to each Member at least three months in advance of such Pre-Conference Meeting.

5.8 The quorum for any Pre-Conference Meeting shall be 18 Members.

5.9 The agenda for each Pre-Conference Meeting shall be determined by the Executive Committee for the time being, but shall in any event include the following matters.

5.9.1 Election of Officers.

5.9.2 Financial update.

- 5.9.3 Review of activities of the Association and the identification of any new activities to be proposed for initiation.
- 5.9.4 Update from the Host.
- 5.9.5 Update from the Organising Committee.
- 5.9.6 Update from the Programme Committee.
- 5.9.7 Update from the Papers Committee.

Proxies

- 5.10 In the event that neither a Member's Representative nor its Alternate Representative(s) can attend a General Meeting, such Member may appoint a proxy in accordance with this Constitution.
- 5.11 Proxies may only validly be appointed by a notice in writing (a "**Proxy Notice**") which:
 - 5.11.1 states the name and address of the Member appointing the proxy;
 - 5.11.2 identifies the person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed;
 - 5.11.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Executive Committee may determine; and
 - 5.11.4 is delivered to the Executive Committee in accordance with this Constitution not less than 48 hours before the time appointed for holding the General Meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the General Meeting to which they relate (but notwithstanding this an appointment of a proxy may be accepted by the Executive Committee at any time prior to the meeting at which the person named in the appointment proposes to vote).
- 5.12 The Executive Committee may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 5.13 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions, but the Executive Committee shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so.
- 5.14 On a vote on a resolution on a show of hands at a General Meeting, every proxy present who has been duly appointed by one or more Members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one Member entitled to vote on the resolution and:
 - 5.14.1 has been instructed by one or more of those Members to vote for the resolution and by one or more other of those Members to vote against it, or
 - 5.14.2 has been instructed to vote the same way (either for or against) on the resolution by all of those Members except those who have given the proxy discretion as to how to vote on the resolutionthe proxy is entitled to one vote for and one vote against the resolution.
- 5.15 Unless a Proxy Notice indicates otherwise, it must be treated as:

- 5.15.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the General Meeting, and
- 5.15.2 appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the General Meeting itself.
- 5.16 A Member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting remains so entitled in respect of that General Meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Executive Committee by or on behalf of that Member, save that (for the avoidance of doubt) the appointment of a proxy shall not entitle any Member to a second vote on any resolution.
- 5.17 An appointment under a Proxy Notice may be revoked by delivering to the Executive Committee a notice in writing given by or on behalf of the Member by whom or on whose behalf the Proxy Notice was given.
- 5.18 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 5.19 If a Proxy Notice is not executed by the Member appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

6. EXECUTIVE COMMITTEE

- 6.1 The management and control of the property, assets, funds and affairs of the Association shall be vested in the Executive Committee.
- 6.2 The Executive Committee shall be responsible, and accountable, to the Members for the direction and supervision of the affairs of the Association.
- 6.3 The Executive Committee shall consist of eight Officers, elected by the Members in accordance with this Constitution.
- 6.4 In order to ensure that the Executive Committee remains representative of the Community as a whole, the Executive Committee shall at all times comprise:
 - 6.4.1 three Officers from the Community Segments referenced in clauses 1.8.1 and 1.8.2;
 - 6.4.2 three Officers from the Community Segment referenced in clause 1.8.3; and
 - 6.4.3 two Officers from the Community Segments referenced in clauses 1.8.4, 1.8.5, 1.8.6, 1.8.7, 1.8.8, 1.8.9 and 1.8.10.
- 6.5 The Executive Committee shall have absolute discretion as to the scope of each Community Segment, and as to whether or not any Officer or Candidate belongs to any such Community Segment for the purposes of clause 6.4 above.

Election of Executive Committee and retirement by rotation

- 6.6 The Legacy Committee shall remain in place until a General Meeting which is to be held immediately prior to or within one month after ITW 2017, and shall act as the Executive Committee for the purposes of this Constitution. At such General Meeting, the Members shall elect a new Executive Committee by way of a secret ballot; any Member shall be entitled to nominate its Representative as a Candidate, with any nominations to be submitted (together with full details of the Candidate and the Candidate's curriculum vitae) to the Legacy Committee no later than two weeks prior to such General Meeting. The Secretary may, prior to such General

Meeting, circulate to the Members and/or make available on the Association's website the list of Candidates and each Candidate's curriculum vitae, and shall in any event ensure such information is available at the General Meeting. Immediately following the secret ballot held at the General Meeting, the Legacy Committee shall be dissolved and the new Executive Committee shall be constituted by the newly-elected Officers. Subject to the receipt of sufficient nominations of Candidates from members of the Legacy Committee, four of the Officer positions available for election in respect of the new Executive Committee shall be available only to Candidates that were members of the Legacy Committee immediately prior to its dissolution.

- 6.7 At each Post-Conference Meeting, one half of the Executive Committee or, if the number of the Executive Committee is not a multiple of two, then the number nearest to, but not exceeding one half, who have been longest in office (including any time served on the Legacy Committee) shall retire. As between two or more Officers who have been in office an equal length of time, the Officer or Officers to retire shall be determined by lot.
- 6.8 The position of any Officer scheduled to retire in accordance with clause 6.7 above shall be available for election at the Pre-Conference Meeting immediately preceding their scheduled retirement. Any such Officer may stand for re-election, subject to a maximum of three Terms.
- 6.9 Any Member shall be entitled to nominate its Representative as a Candidate for election at a Pre-Conference Meeting. Any such nomination must be sent to the President no later than two months prior to the forthcoming Pre-Conference Meeting, and must include full particulars of the Candidate and the Candidate's curriculum vitae. The Executive Committee may stipulate such requirements as to the provenance of Candidates as it may in its absolute discretion consider necessary in order to promote the regional diversity of the Executive Committee.
- 6.10 The Secretary shall circulate to the Members the list of Candidates for each available position, and each Candidate's curriculum vitae, no later than one month prior to the forthcoming Pre-Conference Meeting.
- 6.11 At each Pre-Conference Meeting, each Candidate shall have the opportunity to present its case for election to the Members. The Members shall then vote in a secret ballot for each available Officer position.
- 6.12 If elected, Candidates (who are not existing Officers that have been re-elected) shall serve as members-elect of the Executive Committee until the Post-Conference Meeting immediately following their election. At such meeting, any outgoing Officers shall vacate their positions and the members-elect shall be appointed as Officers.
- 6.13 The term of any Officer elected at a Pre-Conference Meeting shall run from the Post-Conference Meeting at which they are appointed to the Post-Conference Meeting immediately following such Officer's second Conference as an Officer (representing a period of approximately six years) (a "**Term**").

Retirement of Officers during the Term

- 6.14 Resignations of Officers from the Executive Committee can take effect at any time.
- 6.15 If at any time an Officer ceases to be a part of the organisation of the Executive Committee Member that nominated such Officer, such Officer's membership of the Executive Committee shall terminate with immediate effect.
- 6.16 Any Executive Committee Member whose Officer ceases to be an Officer may nominate a successor to take on its membership of the Executive Committee (without the need for a formal

election), but the appointment of such successor shall be subject to the agreement of the Executive Committee. If the Executive Committee does not agree to the appointment of such successor, such Executive Committee Member shall (for the avoidance of doubt) cease to be an Executive Committee Member but shall be entitled to nominate a Candidate for the forthcoming election in accordance with clause 6.9. If the Executive Committee agrees to such appointment, the position of the Officer so appointed shall be available for election at the Pre-Conference Meeting next following after such Officer's appointment, however such Officer shall be eligible for re-election in accordance with the election process set out in clauses 6.8 to 6.13 above. Unless re-elected, such Officer shall retire at the Post-Conference Meeting immediately succeeding their appointment.

- 6.17 Any Executive Committee Member (including its successors) whose Officer ceases to be an Officer shall remain liable for any liability of such Executive Committee Member to the Association.
- 6.18 If, for any reason, the number of Officers is reduced to seven or less, the Executive Committee shall have power to fill such vacancies by co-option so that the number of Officers shall be eight but no more. The position of any Officer so appointed shall be available for election at the Pre-Conference Meeting next following after such Officer's appointment, however such Officer shall be eligible for re-election in accordance with the election process set out in clauses 6.8 to 6.13 above. Unless re-elected, such Officer shall retire at the Post-Conference Meeting immediately succeeding their appointment.

President

- 6.19 The Executive Committee will be headed by a President elected from within the Executive Committee.
- 6.20 The Legacy President shall remain in office until the General Meeting held pursuant to clause 6.6 at which the new Executive Committee is elected, and shall act as President for the purposes of this Constitution. Once the Officers have been elected at such General Meeting, such Officers (including, if elected as an Officer, the Legacy President) may nominate themselves for election as the next President. The Officers shall then elect the new President. On the dissolution of the Legacy Committee and the constitution of the new Executive Committee, the Legacy President shall retire and the new President shall take office.
- 6.21 Following the election of the new President in accordance with clause 6.20 above, subsequent Presidents will be elected at the Executive Committee meeting immediately prior to each Conference, will take office at the first Post-Conference Meeting following such Conference, and will hold office until the first Post-Conference Meeting following the subsequent Conference (a "**Presidential Term**"). The Representative of the Host for the time being shall not be eligible for election as President.
- 6.22 The President's election is on a personal basis and, in the event that a President fails to complete their Presidential Term, the Executive Committee shall elect a new President for the remainder of such term.
- 6.23 The President will be elected for a single Presidential Term. A President may stand for a maximum of two Presidential Terms, whether or not such terms are consecutive. If, however, a President is elected during a Presidential Term, they shall be eligible to stand for re-election for only one further Presidential Term.

- 6.24 The President will chair Executive Committee meetings. If the President is unable to attend a specific meeting, a chairman shall be chosen by a majority of the Officers present. In the event of a deadlock, the choice between two (or more) candidates shall be made by drawing lots.

Secretary

- 6.25 The Executive Committee shall appoint a Secretary.
- 6.26 The Secretary shall attend all meetings of the Executive Committee and all General Meetings and shall be responsible for taking minutes of such meetings.
- 6.27 The Secretary will maintain a register of Members which will contain the full name and trading address of every Member, and the name and contact details of each Member's Representative and Alternate Representative(s).
- 6.28 In addition to any other responsibilities set out in this Constitution, the Secretary shall have general administrative responsibilities in respect of the Association, as directed by the Executive Committee from time to time.

Powers of the Executive Committee

- 6.29 The Executive Committee may do anything necessary or expedient for the management and control of the property, funds and affairs of the Association in accordance with clauses 6.1 and 6.2 above, for which purposes they may exercise all the powers of the Association.
- 6.30 Without prejudice to the generality of clause 6.29 the Executive Committee may exercise all the powers of the Association to direct the Service Company to borrow money, to give guarantees and to charge or otherwise grant security over the undertaking or assets of the Service Company, for the purposes of the Association in such form and manner as shall be specified in the resolution of the Executive Committee authorising such action, such resolution to be passed at a meeting of the Executive Committee at which not less than six Officers were present and voted.

Proceedings of the Executive Committee

- 6.31 The President shall regulate the Executive Committee's mode of procedure and shall organise Executive Committee meetings at such times as the President may consider necessary and convenient for the transaction of business. The President shall ensure that Officers receive at least one month's notice of any Executive Committee meeting, and that a meeting agenda, draft papers, notification of any motions, and proxy forms are sent to Officers no later than two weeks prior to any Executive Committee meeting.
- 6.32 The quorum at Executive Committee meetings shall be six for all matters. All resolutions of the Executive Committee and any Delegated Committee (unless otherwise expressly stated in this Constitution) shall be decided by a simple majority vote; and if the votes are equally divided, the President (or chairman, as applicable) shall have a second or casting vote. If the number of Officers is less than the number fixed as the quorum, the continuing Officers or Officer may act only for the purpose of filling vacancies or of calling a General Meeting.
- 6.33 The Executive Committee shall be entitled at any time to appoint Delegated Committees comprising such members of the Executive Committee and having such terms of reference as it considers necessary or appropriate. The Executive Committee may also co-opt a Representative of any Member as it feels appropriate to be a member of such Delegated Committee(s). All Delegated Committees shall periodically report their proceedings to the Executive Committee and shall conduct their business in accordance with any directions of the Executive Committee. If the

President is not a member of any Delegated Committee, the members of such Delegated Committee shall appoint a chairman from within their number.

6.34 Any Officer or other person may participate at a meeting of the Executive Committee (or Delegated Committee) of which he or she is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the President (or Delegated Committee chairman) is. In determining whether the quorum requirements fixed by or in accordance with this Constitution are fulfilled, all Officers (or Delegated Committee members) participating in a meeting in accordance with this clause 6.34 will be counted in the relevant quorum.

6.35 Unless otherwise agreed, the proceedings of the Executive Committee and any Delegated Committee will be conducted in the English language.

Executive Committee decisions without a meeting

6.36 The Executive Committee may take a unanimous decision without an Executive Committee meeting by each Officer indicating to each other by any means, including without limitation by electronic communication, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Officer or to which each Officer has otherwise indicated agreement in writing. Such a decision of the Executive Committee shall be as valid and effectual as if it had been taken at an Executive Committee meeting duly convened and held.

6.37 The Executive Committee may make a decision with a majority of at least 75% of Officers without holding an Executive Committee meeting if:

6.37.1 an Officer has become aware of a matter in respect of which such Officer considers that the Executive Committee needs to take a decision; and

6.37.2 such Officer has taken all reasonable steps to make all the other Officers aware of the matter and the proposed resolution; and

6.37.3 the Officers have had a reasonable opportunity to communicate their views on the matter and the proposed resolution to each other; and

6.37.4 at least 75% in number of Officers vote in favour of a particular resolution on that matter,

in which case a resolution of the Executive Committee may be passed and shall be as valid and effectual as if it had been passed at an Executive Committee meeting duly convened and held.

6.38 Officers participating in the taking of a decision otherwise than at an Executive Committee meeting in accordance with clause 6.37 may be in different places, may participate at different times and may communicate with each other by any means.

6.39 No decision shall be taken by the Executive Committee in accordance with clause 6.37 unless a quorum participates in the decision-making process. The quorum for Executive Committee decision-making in accordance with clause 6.37 shall be the same as the quorum for Executive Committee meetings as set out in clause 6.32.

6.40 The President, or such other Officer as may be appointed by the Executive Committee, shall be the chair of the process of decision-making in accordance with clause 6.37. Such process shall include:

- 6.40.1 circulation of the proposed resolution with an indication of the time period for discussion and the date by which Officers are asked to cast their votes;
- 6.40.2 the nomination of a person to whom all Officers' votes must be communicated;
- 6.40.3 if at least 75% in number of Officers votes in favour of the resolution, the nominated person shall communicate the decision to all the Officers and the date of the resolution shall be the date of the communication from the nominated person confirming formal Executive Committee approval; and
- 6.40.4 the nominated person must prepare a minute of the decision.

Conflicts of interest

- 6.41 Whenever a matter is to be discussed at an Executive Committee meeting or decided in accordance with clauses 6.36 or 6.37, and an Officer (or an Officer's Executive Committee Member) has a Personal Interest in respect of that matter then such Officer must:
 - 6.41.1 declare the Personal Interest to the other Officers;
 - 6.41.2 remain only for such part of any meeting or discussion as in the view of the other Officers is necessary to inform the discussion;
 - 6.41.3 not be counted in the quorum for that part of the meeting or decision-making process (unless authorised by the other Officers); and
 - 6.41.4 withdraw during the vote and have no vote on the matter (unless authorised by the other Officers (acting on a majority basis)).
- 6.42 If any question arises as to whether an Officer (or an Executive Committee Member represented by an Officer) has a Personal Interest, the question shall be decided by a majority decision of the other Officers (excluding such Officer).
- 6.43 For the avoidance of doubt, the fact that any Member or Officer belongs to the Community shall not constitute a Personal Interest of such Member or Officer.

7. SERVICE COMPANY

- 7.1 The Service Company shall act as service company for the Association, providing an incorporated, limited liability vehicle through which the Association may conduct its operations and contract with third parties.
- 7.2 All property of the Association, including money, is to be held and used by the Service Company for the benefit of the Association, in accordance with all lawful directions of the Executive Committee.
- 7.3 The Service Company shall act on behalf of the Association at all times, including in respect of (but not limited to) the payment of any monies to the Service Company or the entry into of any loans with the Service Company under this Constitution.

Nominees and Directors

- 7.4 The members of the Service Company shall be a minimum of two Officers appointed as Nominees by the Executive Committee for the time being. Each such Nominee shall also be appointed and shall act as a Director (unless one such Nominee agrees, with the consent of the Executive Committee, to act as the sole Director).

- 7.5 As a condition to its appointment (or, if appointed prior to the Adoption Date, its continuing appointment) as Nominee and, if applicable, a Director, each Nominee shall make a declaration of trust and power of attorney in a form approved by the Executive Committee, pursuant to which such Nominee shall hold one membership interest in the Service Company on behalf of the Members from time to time of the Association and shall agree at all times to comply with, and be subject to, the provisions under this Constitution applicable to Nominees and, as applicable, Directors.
- 7.6 The Executive Committee may at any time direct that any Nominee ceases to act as a Nominee. In the event of such direction any Officer may, pursuant to the power of attorney granted by such Nominee, execute any documentation that may be required in order to effect the transfer of the relevant membership interest in the Service Company from such Nominee to a replacement Nominee appointed by the Executive Committee.
- 7.7 Notwithstanding clause 7.6 above, any outgoing Nominee shall take all steps required by the Executive Committee in order for the Executive Committee to appoint a replacement Nominee, including (but not limited to) doing all such acts and/or executing all such documents in a form satisfactory to the Executive Committee as the Executive Committee may require in order to effect the transfer of any membership interest in the Service Company to any such replacement Nominee. Any outgoing Nominee shall also resign as a Director (if then holding such office).

Budget

- 7.8 The Executive Committee shall from time to time (but, in any event, not less than once in each calendar year) set an operating budget for the Service Company (the “**Budget**”).
- 7.9 The Budget shall outline the projected revenue and expenditure for any activities that the Executive Committee has directed or proposes to direct the Service Company to carry out on behalf of the Association.

Executive Committee reserved matters

- 7.10 The Executive Committee shall procure, acting through the Nominees, that the Articles of Association of the Service Company shall at all times provide that, except as authorised pursuant to a decision of the Executive Committee acting by a majority of at least 75% of Officers or as authorised under the Budget, the Service Company shall not:
- 7.10.1 enter into any contract, arrangement or commitment involving expenditure on capital account or the realisation of capital assets if the amount or the aggregate amount of such expenditure or realisation by the Service Company would exceed £10,000;
 - 7.10.2 engage any new employee or consultant with a notice period in excess of three months or at remuneration which could exceed the rate of £1,000 per annum, increase the remuneration of any employee or consultant to a rate which could exceed the rate of £1,000 per annum or increase the remuneration of any employee or consultant whose existing remuneration could exceed such rate;
 - 7.10.3 engage any professional advisers;
 - 7.10.4 adopt or vary any material policy regarding employees’ remuneration, terms of employment or pensions;
 - 7.10.5 establish (except as otherwise required by law) any pension scheme;
 - 7.10.6 take or agree to take any leasehold interest in or licence over any land;

- 7.10.7 borrow any sum;
- 7.10.8 make any loan or advance or give any credit to any person, except for the purpose of making deposits with bankers which shall be repayable on the giving of no more than seven days' notice;
- 7.10.9 enter into or terminate any partnership, joint venture or profit-sharing agreement or enter into any collaboration agreement;
- 7.10.10 grant any rights, by licence or otherwise, in or over any intellectual property rights owned or used by the Service Company;
- 7.10.11 take any major decisions relating to the initiation or conduct (including settlement) of legal, arbitration, alternative dispute resolution or similar proceedings to which the Service Company is or would become a party;
- 7.10.12 enter into any contract or other obligation inconsistent with the Budget or omit to take any action except (where the inconsistency can fairly be expressed in financial terms) where the financial consequence cannot reasonably be expected to cause the relevant item in the Budget to be exceeded adversely by more than five per cent;
- 7.10.13 give any guarantee to secure the liabilities or obligations of any person;
- 7.10.14 sell, transfer, lease, assign, or otherwise dispose of the whole or a material part of the Service Company's undertaking, property and/or assets (or any interest therein);
- 7.10.15 acquire any material asset or business or agree to do so (whether by a single transaction or a series of transactions);
- 7.10.16 acquire or dispose of any shares, debentures, mortgages or securities or any right to such matters (whether by conversion, subscription, warrant, option or otherwise) in any company, trust or other body;
- 7.10.17 propose or commence any liquidation proceedings; or
- 7.10.18 make any changes in the following in respect of the Service Company:
 - (a) its bankers;
 - (b) its bank mandate;
 - (c) its secretary;
 - (d) its accounting reference date;
 - (e) its name; or
 - (f) its registered office.

8. CONFERENCE

Selection of Host and venue

- 8.1 The President shall seek to procure that the Executive Committee has appointed the Host of a Conference in the last 12 months of the Conference Cycle preceding the Conference Cycle during which such Host is intended to serve.
- 8.2 In the event that more than one Member proposes itself for the role of Host, such Members shall have the opportunity to submit their proposals to the Executive Committee, which shall then select the Host by way of an Executive Committee vote.

- 8.3 In selecting a Host, the Executive Committee shall at all times take into account the need to provide a geographic rotation of locations for the Conference.
- 8.4 Each Host shall serve for the duration of a single Conference Cycle.
- 8.5 The Executive Committee shall select the venue for the Conference, and additional venues for Conference-related events or functions, in consultation with the Host and the Event Management Company.
- 8.6 If not already an Officer, a Representative of the Host will sit ex-officio as a non-voting member of the Executive Committee from its appointment until the end of the Conference Cycle in which it is appointed.

Responsibilities of Host

- 8.7 The Host will:
 - 8.7.1 be the premier sponsor of the Conference in respect of which it is appointed, with the intent of providing at least \$50,000 in sponsorship money to the Service Company for use in the staging of such Conference;
 - 8.7.2 act as a liaison with and provide local knowledge and support to the Event Management Company;
 - 8.7.3 support the Executive Committee in its selection of the venue for the Conference, and in its selection of additional venues for Conference-related events or functions;
 - 8.7.4 identify local persons that could act as keynote speakers or guests at Conference events;
 - 8.7.5 identify local sponsorship or marketing opportunities for the Conference; and
 - 8.7.6 carry out such additional responsibilities as may be required by the Executive Committee from time to time.

Event Management Company

- 8.8 The Executive Committee shall procure that an event management company is appointed which shall be responsible, in conjunction with the Executive Committee, for the organisation, planning and budgeting of the Conference (the “**Event Management Company**”).
- 8.9 The Service Company shall contract directly with any Event Management Company on such terms and conditions as the Executive Committee may stipulate.

9. PROGRAMME COMMITTEE, PAPERS COMMITTEE AND ORGANISING COMMITTEE

Programme Committee and Event Programme Chair

- 9.1 The Event Programme Chair will be appointed by the Executive Committee from amongst the nominees put forward by the Membership and shall serve as chairman of the Programme Committee, which shall comprise the Event Programme Chair and a number of advisers, to be selected by the Executive Committee in consultation with the Event Programme Chair. The Event Programme Chair will be of professional standing and will act as a neutral party as regards the Association.
- 9.2 Responsibilities of the Programme Committee, supported as appropriate by the Papers Committee, include providing advice on:
 - 9.2.1 implementation of the objectives and general themes of the Conference;

- 9.2.2 selection of session chairmen for the Conference;
 - 9.2.3 selection of papers and posters for the Conference; and
 - 9.2.4 the general programme for the Conference.
- 9.3 The Programme Committee will liaise with the Event Management Company to the extent required in order for the Programme Committee to carry out its responsibilities. The Executive Committee shall procure that the Event Management Company is contractually required to take into account the direction of the Programme Committee and the Papers Committee in respect of the objectives, themes, programme and content of the Conference.

Papers Committee

- 9.4 The Programme Committee will be supported by the Papers Committee, the principal function of which will be to issue a “Call for Papers” based upon topic areas proposed by the Programme Committee, and to review and select papers to be orally and poster presented at the relevant Conference.
- 9.5 The Papers Committee chairman will be appointed by the Executive Committee in consultation with the Event Programme Chair. The Papers Committee chairman will be of professional repute and will perform his or her function impartially and independently as regards the Association and the Members. The Papers Committee chairman will be supported by up to six vice-chairmen which shall be appointed by the Executive Committee in consultation with the Papers Committee chairman.
- 9.6 Neither the Event Programme Chair, the Papers Committee chairman nor any vice-chairmen of the Papers Committee need to be Officers. If not already Officers, the Event Programme Chair and the Papers Committee chairman will sit ex-officio as non-voting members of the Executive Committee from their appointment until the end of the Conference Cycle in which they are appointed.
- 9.7 Permission to reprint and reuse papers presented at the Conference is retained by the Executive Committee. Acceptance of any paper for presentation is subject to the author’s acceptance of transferral of the copyright to the Service Company.

Organising Committee

- 9.8 The Event Programme Chair will form and chair the Organising Committee, which will include a representative of the Host and the preceding Event Programme Chair.
- 9.9 The Organising Committee will liaise throughout the Conference Cycle with the Event Management Company, and shall provide progress reports to the Executive Committee. The format and frequency of such progress reports shall be determined by the Executive Committee.

10. GOVERNANCE

- 10.1 This Constitution may be amended with the agreement of at least 75% in number of the Members.
- 10.2 The Association may be dissolved by a resolution of at least 75% in number of the Members. Any resolution to dissolve the Association, duly passed in accordance with this clause 10.2, shall take effect immediately unless such resolution expressly states that it is to take effect on a specified date not more than four weeks later.
- 10.3 Any proposed merger of the Association with any other organisation or association shall require the agreement of at least 75% in number of the Members.

11. NOTICES

- 11.1 Any notice to be given to a Member under this Constitution shall, if sent by email, be deemed to have been received on the day after the day of the sending of such email. Failure to give notice to a Member who has not given an address for the receipt of notices, or the accidental omission to give any such notice to a Member or its non-receipt by a Member, shall not invalidate the proceedings of any General Meeting.
- 11.2 Any notice by or on behalf of the Association or the Executive Committee to a Member under this Constitution may be sent or supplied in any way (including by making it available on a website) in which documents or information may be sent or supplied.
- 11.3 The Association shall not be obliged to accept any notice, document or other information sent or supplied to the Association in electronic form and the Association shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.

12. ANNUAL REPORT AND LIST OF MEMBERS

- 12.1 The Association shall publish an annual report on its activities and a list of Members. Both such documents will be published on the Association's website. The Secretary shall ensure that the published list of Members is kept up-to-date at all times.

**SCHEDULE 1
INITIAL MEMBER LOAN AGREEMENT**

DATE: 2017

LOAN AGREEMENT

Between

[●] LIMITED
(as Lender)

and

SUBOPTIC LIMITED
(as Borrower)

THIS AGREEMENT is made on [●] 2017

BETWEEN:

- (1) [●] **LIMITED** (registered in [●] with number [●]) whose registered office is at [●] (“**Lender**”); and
- (2) **SUBOPTIC LIMITED** (registered in England with number 07850307) whose registered office is c/o CMS, 78 Cannon Street, London, EC4N 6AF (“**Borrower**”).

IT IS HEREBY AGREED as follows:

DEFINITIONS

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London; and

“**SubOptic**” means the unincorporated non-profit international trade association known as SubOptic which organises the SubOptic conference.

2. LOAN

- 2.1 The Lender agrees to make available to the Borrower a loan in the principal sum of up to £[●] or such different amount as may be agreed between the Lender and the Borrower (the “**Loan**”) subject to the terms and conditions set out below.
- 2.2 The Loan will bear interest at a rate of [●] % per annum. Such interest will be rolled up and added to the principal amount quarterly in arrears in full on the final Business Day of each such quarter (the “**Interest Date**”) in respect of the period from (and including) the immediately preceding Interest Date down to (but excluding) such date and will be payable in full on the tenth anniversary of this Agreement (or earlier if the Loan is prepaid or a demand is issued).
- 2.3 Interest on the Loan shall accrue daily and be calculated on the basis of a 365 day year by reference to the number of days in each quarter or part thereof.

3. PURPOSE

- 3.1 The Borrower shall apply the Loan towards operating as the service company of SubOptic in accordance with the Borrower’s articles of association.
- 3.2 The Lender shall not be bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. AVAILABILITY

- 4.1 The Loan will be made available by the Lender to the Borrower on the date hereof.

5. PREPAYMENT AND REPAYMENT

- 5.1 The Loan, plus any accrued interest, shall be repayable by the Borrower on demand by the Lender.
- 5.2 Notwithstanding the above, the Borrower shall be entitled to prepay in whole or in part the Loan at any time on giving notice to the Lender.
- 5.3 The Loan shall only be repayable as set out in this Agreement.

6. NON-WAIVER

6.1 No failure by the Lender to exercise and no delay by the Lender in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise or any rights, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

7. DEMAND OR NOTICE

7.1 All notices or other communications under or in connection with this Agreement shall be given in writing by facsimile or by letter delivered in person or by first class registered mail. Any such notice or communication will be deemed to have been given as follows:

7.1.1 if by facsimile, when delivered;

7.1.2 if by letter, when delivered (in the case of personal delivery) and two Business Days after having been posted by first class registered mail (in the case of postal delivery).

7.2 Any notice or communication given in accordance with the above but received on a non-Business Day or after business hours in the place of receipt will only be deemed to be given on the next Business Day in that place. Any notice or communication given to the Lender by any person shall only be effective when received by the Lender and each notice or communication to the Lender by facsimile shall, without prejudice to the validity or effectiveness of the same, be confirmed by letter.

8. ASSIGNMENT AND TRANSFER

8.1 Neither the Borrower nor the Lender shall assign or transfer any of its rights, benefits and/or obligations under this Agreement.

9. APPLICABLE LAW AND JURISDICTION

9.1 The law applicable to this Agreement is the law of England and Wales.

9.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this Agreement, and nothing contained in this Clause shall be taken to have limited the right of the parties to proceed in the courts of any other competent jurisdiction.

9.3 If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired thereby.

9.4 This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which, when executed and delivered, shall constitute an original, but all the counterparts shall constitute one and the same instrument.

9.5 Any reference to a document referred to herein shall include reference to such document as maybe varied amended or novated, supplemented or replaced.

IN WITNESS whereof this Agreement has been executed on behalf of the parties hereto on the date stated at the beginning of this Agreement.

[Version 17-Mar-2017]

Signed by)
for and on behalf of)
[●]LIMITED)
Director/Duly Authorised Signatory

Signed by)
for and on behalf of)
SUBOPTIC LIMITED)
Director/Duly Authorised Signatory

SCHEDULE 2
LIST OF MEMBERS AS AT THE ADOPTION DATE

(1) MEMBER	(2) ADDRESS
[Alcatel-Lucent]	[•]
[AJC]	[•]
[DTAG]	[•]
[EGS]	[•]
[E-Marine]	[•]
[Fujitsu]	[•]
[GlobeNet]	[•]
[GMSL]	[•]
[Google]	[•]
[NEC]	[•]
[Orange]	[•]
[Southern Cross]	[•]
[Tata]	[•]
[TE SubCom]	[•]
[Telecom Egypt]	[•]
[Verizon]	[•]
[Vodafone]	[•]