



STATUTES

SUSTAINNOVATION

HUB CLUSTER

*European Cooperation Network
for Sustainable Innovation*



ESTABLISHED 2025



OFFICIAL GOVERNANCE FRAMEWORK



WORLD GASTRONOMY NETWORK LTD.



SALEM, GERMANY

CONNECTING KNOWLEDGE.
CREATING INNOVATION.
BUILDING A **SUSTAINABLE** FUTURE.



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Preamble

The Sustainnovation Hub Cluster is established as a European cooperation network dedicated to fostering sustainable innovation, cross-sector collaboration, and international partnerships. The Cluster brings together universities, municipalities, research organisations, Living Labs, small and medium-sized enterprises (SMEs), non-governmental organisations (NGOs), public institutions, industry representatives, and other stakeholders committed to accelerating Europe's green and digital transition.

The founding members recognize that the complex challenges facing Europe - including climate change, sustainable mobility, circular economy, food systems, tourism, digital transformation, biodiversity protection, clean energy, and regional development - require stronger cooperation across disciplines, sectors, and national borders. Through long-term collaboration, knowledge sharing, and joint innovation, the Cluster aims to generate sustainable economic, environmental, and social value while contributing to European competitiveness and resilience.

The Sustainnovation Hub Cluster serves as a collaborative ecosystem where members jointly develop European projects, exchange knowledge and best practices, build strategic partnerships, support research and innovation activities, and promote the implementation of sustainable solutions across Europe.

These Statutes define the governance framework, membership principles, rights and obligations of members, and the operational rules necessary for the effective functioning of the Cluster.





CHAPTER I – GENERAL PROVISIONS

Article 1 – Name of the Cluster

The official name of the organisation shall be **Sustainnovation Hub Cluster**, hereinafter referred to as "**the Cluster**."

The Cluster shall operate as an international European cooperation network promoting sustainable innovation and collaborative development across multiple sectors.

The official English name shall be used in all international communications, publications, agreements, certificates, promotional materials, digital platforms, and European Union project activities. Where appropriate, translations into national languages may be used for communication purposes without affecting the legal identity of the Cluster.

The Cluster logo, visual identity, and official brand elements shall be approved and maintained by the Cluster Management Organization and may only be used by members in accordance with the Cluster's Branding and Communication Guidelines.

Article 2 – Legal Nature

The Sustainnovation Hub Cluster is established as a voluntary, independent, non-profit international professional cooperation network.

The Cluster does not pursue commercial profit as its primary objective. Any financial resources generated through membership contributions, grants, sponsorships, European Union programmes, project management activities, consultancy services, training, conferences, or other lawful sources shall be used exclusively to support the objectives, activities, and long-term development of the Cluster.

The Cluster promotes collaboration among its members while fully respecting the legal independence, organisational autonomy, intellectual property rights, financial independence, and decision-making authority of each participating organisation.

Membership in the Cluster shall not establish any legal partnership, joint liability, employment relationship, or financial obligation between members beyond those expressly agreed in writing.

The Cluster may establish cooperation agreements, memoranda of understanding, consortium agreements, partnership agreements, and other collaborative arrangements with public authorities, international organisations, universities, research institutes, businesses, civil society organisations, and European institutions in pursuit of its objectives.





Article 3 – Registered Office

The registered office and administrative headquarters of the Sustainnovation Hub Cluster shall be located in **Im Oberen Weingarten 6, 88682 Salem, Baden-Württemberg, Germany**, unless otherwise decided by the General Assembly.

The operational management of the Cluster shall be performed by the designated **Cluster Management Organization**, currently the **World Gastronomy Network Ltd.**, which shall be responsible for the daily administration, strategic coordination, communication, membership administration, financial management, project coordination, and representation of the Cluster.

The Cluster may establish regional coordination offices, national contact points, thematic hubs, or representative offices in other countries where necessary to support its international activities and the development of European cooperation.

Article 4 – Duration

The Sustainnovation Hub Cluster is established for an **unlimited period of time**.

The Cluster shall continue its activities as long as its objectives remain relevant and sufficient members support its mission.

The dissolution of the Cluster may only occur under the conditions defined in these Statutes and following a decision adopted by the General Assembly in accordance with the applicable voting procedures.

Article 5 – Mission

The mission of the Sustainnovation Hub Cluster is to strengthen European cooperation by creating an integrated innovation ecosystem that accelerates sustainable development, promotes interdisciplinary collaboration, and facilitates the design, implementation, and scaling of innovative solutions addressing societal, environmental, and economic challenges.

The Cluster seeks to connect knowledge, research, technology, entrepreneurship, public administration, and local communities in order to transform innovative ideas into practical solutions with measurable impact.

Through collaborative project development, international networking, knowledge exchange, capacity building, and strategic partnerships, the Cluster supports the implementation of European policies related to sustainability, climate neutrality, circular





economy, smart mobility, resilient food systems, digital transformation, clean energy, biodiversity, tourism, regional development, and social innovation.

The Cluster aims to become a recognised European platform where organisations jointly create high-quality European projects, share expertise, strengthen regional innovation ecosystems, and contribute to achieving the objectives of the European Green Deal, the EU Innovation Agenda, and the Sustainable Development Goals of the United Nations.

Article 6 – Vision

The vision of the Sustainnovation Hub Cluster is to become one of Europe's leading innovation ecosystems connecting organisations committed to building a more sustainable, resilient, digitally advanced, and socially inclusive future.

The Cluster aspires to establish a trusted European network where universities, municipalities, research centres, Living Labs, companies, non-governmental organisations, and public authorities collaborate beyond individual projects to create long-term strategic partnerships.

By fostering openness, knowledge exchange, co-creation, and international cooperation, the Cluster aims to become a recognised centre of excellence for sustainable innovation, supporting the development of impactful European initiatives that improve quality of life, strengthen regional competitiveness, protect natural resources, and create lasting value for present and future generations.

Article 7 – Objectives

The primary objective of the Sustainnovation Hub Cluster is to facilitate effective cooperation among its members and to strengthen their capacity to participate successfully in European and international innovation programmes.

To achieve this objective, the Cluster shall promote collaborative research, innovation, entrepreneurship, education, knowledge transfer, and policy development across multiple thematic areas including sustainability, circular economy, smart mobility, sustainable tourism, gastronomy, digital technologies, artificial intelligence, clean energy, biodiversity, agriculture, public health, community development, and climate resilience.

The Cluster shall actively support the preparation and implementation of joint European projects, encourage the creation of multidisciplinary consortia, organise conferences, workshops, training activities, Living Lab initiatives, networking events, and professional exchanges, while facilitating cooperation between academia, industry, civil society, and public authorities.





Furthermore, the Cluster shall contribute to increasing the international visibility and competitiveness of its members, promote excellence in innovation management, encourage the sharing of knowledge and best practices, facilitate access to European funding opportunities, and support the development of innovative products, services, business models, and public policies that contribute to sustainable development throughout Europe.

The Cluster shall continuously strive to expand its European network, strengthen strategic partnerships, and create long-term value for its members by fostering trust, collaboration, and excellence in every aspect of its activities.

CHAPTER II – ACTIVITIES

Article 8 – Scope of Activities

The Sustainnovation Hub Cluster shall carry out activities that contribute to the achievement of its mission, vision, and strategic objectives. The Cluster shall operate as a collaborative European platform supporting innovation, research, sustainable development, and international cooperation.

The activities of the Cluster shall include, but shall not be limited to, the development of European and international partnerships; the preparation and implementation of collaborative projects; the promotion of sustainable innovation; the organisation of professional events, conferences, workshops, seminars, and study visits; the facilitation of networking among members; the dissemination of research results and best practices; the development of digital collaboration tools; and the support of regional and international innovation ecosystems.

The Cluster may establish thematic working groups, Living Labs, demonstration sites, pilot actions, digital platforms, and strategic alliances whenever these contribute to the objectives of the organisation.

The Cluster shall continuously seek opportunities to strengthen cooperation between academia, industry, public authorities, civil society organisations, and international institutions through interdisciplinary and cross-sector collaboration.

Article 9 – European Cooperation

The Sustainnovation Hub Cluster shall actively promote international cooperation among organisations across Europe and beyond.

The Cluster shall encourage the development of strategic partnerships between universities, municipalities, research centres, Living Labs, enterprises, non-governmental





organisations, destination management organisations, public authorities, and other relevant stakeholders in order to address common European challenges through collaborative innovation.

Particular emphasis shall be placed on participation in programmes and initiatives funded by the European Union, including but not limited to Horizon Europe, Interreg, Erasmus+, LIFE, Digital Europe Programme, EIT Knowledge and Innovation Communities, DUT Partnership, FutureFoodS, CETPartnership, European Urban Initiative, Creative Europe, COSME, and other European and international funding instruments.

The Cluster shall represent the common interests of its members within European innovation ecosystems and promote transnational cooperation based on openness, mutual trust, equality, and long-term commitment.

Article 10 – Research, Innovation and Project Development

The Cluster shall facilitate collaborative research and innovation activities aimed at addressing societal, environmental, technological, and economic challenges.

Members shall be encouraged to jointly identify emerging opportunities, develop innovative concepts, prepare competitive project proposals, and implement collaborative projects at regional, national, European, and international levels.

The Cluster Management Organisation may coordinate project development activities, including partner identification, consortium building, proposal writing, project management, dissemination planning, communication strategies, stakeholder engagement, and impact assessment.

The Cluster shall support multidisciplinary cooperation across thematic areas including sustainable tourism, gastronomy, circular economy, climate adaptation, biodiversity, mobility, smart cities, digital transformation, agriculture, food systems, public health, renewable energy, artificial intelligence, social innovation, entrepreneurship, and regional development.

The Cluster may also establish innovation platforms, digital knowledge repositories, Living Labs, demonstration projects, pilot actions, and experimental environments supporting the practical implementation of research and innovation results.

Article 11 – Knowledge Sharing and Capacity Building

The Sustainnovation Hub Cluster recognises knowledge exchange as one of the fundamental pillars of sustainable innovation.



The Cluster shall promote continuous learning through workshops, conferences, webinars, professional training programmes, study visits, mentoring activities, peer-learning initiatives, and collaborative research.

Members are encouraged to actively contribute their expertise, experience, methodologies, scientific knowledge, practical solutions, and good practices for the benefit of the entire community.

Capacity-building activities may include proposal writing, project management, innovation management, Living Lab methodologies, stakeholder engagement, digital transformation, sustainability assessment, communication, dissemination, entrepreneurship, and leadership development.

The Cluster shall encourage collaboration between experienced and newly joined members, creating an environment where organisations of different sizes and backgrounds can mutually benefit from shared expertise.

Article 12 – Communication and Dissemination

The Sustainnovation Hub Cluster shall maintain an active communication strategy designed to increase the visibility of its members, projects, and achievements.

Communication activities shall include the maintenance of the Cluster website, social media channels, newsletters, annual reports, scientific publications, promotional materials, conferences, exhibitions, webinars, podcasts, press releases, and other dissemination activities considered appropriate by the Cluster Management Organisation.

The Cluster shall promote transparent communication among members while ensuring appropriate protection of confidential information and intellectual property.

Members may be featured on the official Cluster website and promotional materials, provided that such communication accurately represents their activities and complies with applicable branding guidelines.

The Cluster shall actively promote the dissemination and exploitation of project results in accordance with the principles of Open Science, European Commission guidelines, and applicable intellectual property regulations.





CHAPTER III – MEMBERSHIP

Article 13 – Eligibility

Membership in the Sustainnovation Hub Cluster shall be open to legally established organisations that share the mission, vision, and objectives of the Cluster and are committed to supporting sustainable innovation and international cooperation.

Eligible organisations include, but are not limited to, universities, research organisations, municipalities, public authorities, Living Labs, innovation agencies, clusters, small and medium-sized enterprises, large companies, non-governmental organisations, professional associations, foundations, destination management organisations, technology providers, and other entities contributing to the objectives of the Cluster.

Membership shall be granted without discrimination based on nationality, geographic location, organisational size, legal form, or sector of activity, provided that the applicant demonstrates a genuine commitment to the values and objectives of the Cluster.

Article 14 – Membership Categories

The Sustainnovation Hub Cluster shall recognise different categories of membership in order to reflect the diversity of organisations participating in its activities.

Founding Members are organisations that participated in the establishment of the Cluster and signed the Founding Charter. They hold a permanent recognition as founding organisations and contribute to the strategic development of the Cluster.

Full Members are organisations admitted through the official membership procedure that actively participate in Cluster activities, project development, governance, and decision-making processes. Full Members possess voting rights and may be elected to governance bodies.

Strategic Partners are organisations whose expertise, reputation, or international influence significantly contributes to the objectives of the Cluster. Strategic Partners may participate in projects, advisory activities, and strategic cooperation without necessarily participating in the day-to-day governance of the Cluster.

Associated Members are organisations wishing to participate in selected Cluster activities, knowledge exchange, networking events, and project opportunities while maintaining a more limited level of engagement. The rights and responsibilities of Associated Members shall be determined by the Coordination Committee.





Honorary Members are individuals or organisations that have made exceptional contributions to the development of sustainable innovation, European cooperation, or the Cluster itself. Honorary Membership shall be awarded by resolution of the General Assembly and shall not require payment of membership contributions.

Article 15 – Admission Procedure

Applications for membership shall be submitted using the official Membership Application Form approved by the Cluster Management Organisation.

Applicants shall provide complete and accurate organisational information together with a declaration confirming their acceptance of these Statutes and their commitment to the objectives of the Cluster.

The Cluster Management Organisation shall review each application and may request additional information where necessary.

Following the review, the application shall be submitted to the Coordination Committee for approval, unless this authority has been delegated to the Cluster Management Organisation.

Membership shall become effective upon formal approval and the issuance of an Official Membership Certificate by the Cluster Management Organisation.

Article 16 – Rights of Members

Members shall have the right to participate in the activities of the Cluster in accordance with their membership category.

Full Members shall have the right to vote in the General Assembly, stand for election to governance bodies, participate in strategic decision-making, contribute to working groups, submit project ideas, and access the services and resources provided by the Cluster.

Members shall receive timely information regarding funding opportunities, partnership requests, workshops, conferences, training programmes, and other relevant activities.

Members shall also have the right to use the designation "**Member of the Sustainnovation Hub Cluster**" in accordance with the Cluster's branding guidelines and may receive official certificates confirming their membership.



Article 17 – Obligations of Members

Members shall actively support the mission and objectives of the Cluster and conduct their activities in accordance with the principles of professionalism, integrity, transparency, sustainability, and mutual respect.

Members are expected to participate in collaborative activities whenever reasonably possible, contribute their expertise to joint initiatives, share relevant knowledge and experience, and promote the visibility of the Cluster through their professional networks.

Members shall comply with these Statutes, applicable internal regulations, ethical principles, confidentiality obligations, data protection requirements, and decisions adopted by the competent governance bodies.

Members shall act in good faith and avoid actions that could damage the reputation, credibility, or interests of the Cluster or its members.

Article 18 – Suspension and Termination of Membership

Membership may be suspended or terminated where a member seriously violates these Statutes, acts contrary to the mission or reputation of the Cluster, breaches confidentiality obligations, engages in fraudulent or unethical conduct, or repeatedly fails to fulfil its obligations as a member.

Before any decision is taken, the member concerned shall be given the opportunity to present observations and respond to the allegations.

The decision on suspension or termination shall be adopted by the Coordination Committee and may be appealed before the General Assembly.

Termination of membership shall not affect obligations arising from ongoing contractual agreements, consortium agreements, confidentiality obligations, or intellectual property arrangements.

Article 19 – Withdrawal

Any member may voluntarily withdraw from the Sustainnovation Hub Cluster by providing written notice to the Cluster Management Organisation.

Withdrawal shall become effective upon written confirmation by the Cluster Management Organisation unless a later date is specified by the withdrawing member.





Withdrawal shall not release the member from obligations arising from previously signed agreements, ongoing European projects, consortium agreements, confidentiality commitments, or intellectual property provisions that continue beyond the termination of membership.

Former members shall immediately cease using the Cluster's name, logo, visual identity, and official designation unless otherwise authorised in writing by the Cluster Management Organisation.

CHAPTER IV – GOVERNANCE

Article 20 – Governing Bodies

The governance of the Sustainnovation Hub Cluster shall be based on the principles of transparency, accountability, participation, equality, and collaborative decision-making. The governance structure shall ensure the effective implementation of the Cluster's mission while providing all members with opportunities to contribute to its strategic direction and long-term development.

The governing bodies of the Cluster shall consist of:

- the General Assembly;
- the Coordination Committee;
- the Cluster Manager;
- thematic Working Groups; and
- the Scientific and Advisory Board, where established.

Each governing body shall exercise its responsibilities independently while cooperating closely with the others in order to achieve the objectives of the Cluster.

The governance framework shall remain sufficiently flexible to adapt to the future growth of the Cluster, including the establishment of national chapters, thematic platforms, regional coordination offices, or additional advisory bodies where considered beneficial.

Article 21 – General Assembly

The General Assembly shall be the highest decision-making body of the Sustainnovation Hub Cluster and shall consist of all Full Members and Founding Members.

The General Assembly shall determine the strategic direction of the Cluster, approve amendments to these Statutes, elect members of the Coordination Committee where



applicable, approve annual activity plans, financial reports, strategic partnerships, and other matters of fundamental importance.

The General Assembly shall ordinarily meet once each calendar year. Extraordinary meetings may be convened whenever necessary by the Coordination Committee or upon the written request of at least one-third of the Full Members.

Meetings may be held physically, virtually, or in a hybrid format using secure digital communication platforms. Electronic participation shall have the same legal validity as physical attendance.

The General Assembly shall strive to reach decisions through consensus. Where consensus cannot be achieved, decisions shall be adopted by voting in accordance with these Statutes.

Minutes of each meeting shall be prepared by the Cluster Management Organisation and circulated to all members within thirty days following the meeting.

Article 22 – Coordination Committee

The Coordination Committee shall serve as the executive strategic body responsible for supervising the implementation of the decisions adopted by the General Assembly and ensuring the efficient operation of the Cluster.

The Committee shall consist of representatives appointed by the Founding Members and additional members elected by the General Assembly according to the needs and development of the Cluster.

The Coordination Committee shall be responsible for:

- defining strategic priorities;
- approving membership applications where applicable;
- monitoring the implementation of annual work programmes;
- supporting consortium building activities;
- supervising financial management;
- establishing thematic Working Groups;
- approving strategic cooperation agreements;
- monitoring compliance with these Statutes; and
- promoting the long-term sustainability of the Cluster.

The Committee shall meet as often as necessary, but not less than four times per year.

Meetings may be conducted electronically using online collaboration platforms.





The Committee may establish internal rules of procedure governing its operation.

Members of the Coordination Committee shall perform their duties in the best interests of the Cluster and shall disclose any conflicts of interest before participating in decisions affecting those interests.

Article 23 – Cluster Manager

The Cluster Manager shall be responsible for the day-to-day management and representation of the Sustainnovation Hub Cluster.

The Cluster Manager shall be appointed by the Cluster Management Organisation and shall act as the principal executive officer responsible for implementing the strategic decisions adopted by the General Assembly and the Coordination Committee.

The responsibilities of the Cluster Manager shall include:

- representing the Cluster before public authorities, European institutions, funding bodies, and external stakeholders;
- coordinating European project development and consortium building;
- managing membership administration;
- supervising communication and dissemination activities;
- overseeing financial administration;
- coordinating meetings and workshops;
- supporting Working Groups;
- maintaining the digital collaboration platforms;
- preparing annual activity and financial reports;
- issuing Membership Certificates;
- ensuring compliance with these Statutes.

The Cluster Manager may delegate specific operational responsibilities to authorised personnel while remaining responsible for the overall coordination of Cluster activities.

Article 24 – Working Groups

The Sustainnovation Hub Cluster may establish permanent or temporary Working Groups in order to support thematic cooperation among members.

Working Groups shall provide expert knowledge, facilitate collaboration, prepare project concepts, identify funding opportunities, organise workshops, and contribute to the implementation of the Cluster's strategic objectives.





Working Groups may be established in thematic fields including, but not limited to:

- Sustainable Tourism;
- Gastronomy and Food Systems;
- Smart Mobility;
- Circular Economy;
- Digital Innovation;
- Artificial Intelligence;
- Living Labs;
- Clean Energy;
- Climate Adaptation;
- Biodiversity;
- Regional Development;
- Entrepreneurship;
- Public Health;
- Agriculture;
- Community Innovation.

Each Working Group shall appoint a Chairperson responsible for coordinating its activities and reporting periodically to the Coordination Committee.

Participation in Working Groups shall be open to all interested members according to their expertise and organisational priorities.

Article 25 – Scientific and Advisory Board

The Coordination Committee may establish a Scientific and Advisory Board composed of internationally recognised experts representing academia, industry, public administration, Living Labs, European institutions, international organisations, and civil society.

The purpose of the Scientific and Advisory Board shall be to provide independent strategic advice supporting the long-term development of the Cluster.

The Board may review strategic documents, evaluate project concepts, recommend research priorities, advise on innovation policies, contribute to quality assurance, and strengthen the international reputation of the Cluster.

Members of the Scientific and Advisory Board shall serve in an advisory capacity and shall not possess voting rights unless they are also Full Members of the Cluster.

The Coordination Committee shall determine the composition, mandate, and duration of appointments to the Scientific and Advisory Board.





CHAPTER V – DECISION-MAKING

Article 26 – Voting Rights

Voting rights within the Sustainnovation Hub Cluster shall be exercised in accordance with the membership category.

Founding Members and Full Members shall possess one equal vote each in the General Assembly.

Strategic Partners, Associated Members, Honorary Members, members of Working Groups, and members of the Scientific and Advisory Board may participate in discussions and provide recommendations but shall not possess voting rights unless otherwise provided by these Statutes.

No member shall possess preferential voting rights based on financial contribution, organisational size, or nationality.

Voting rights may only be exercised by duly authorised representatives designated by the respective member organisations.

Article 27 – Decision-Making Procedures

The Cluster shall promote consensus-based decision-making whenever possible.

Where consensus cannot be achieved, decisions shall be adopted by a simple majority of votes cast, unless these Statutes require a qualified majority.

Voting may take place during physical meetings, virtual meetings, hybrid meetings, or through secure electronic voting systems approved by the Coordination Committee.

The quorum for meetings of the General Assembly shall consist of at least fifty percent of the voting members.

Where the quorum is not reached, a second meeting may be convened within thirty days, during which decisions may be adopted irrespective of the number of members present unless otherwise specified in these Statutes.

All voting procedures shall be transparent and documented in the official minutes.





Article 28 – Extraordinary Decisions

Extraordinary decisions shall include, but not be limited to:

- amendments to these Statutes;
- admission or exclusion of Founding Members;
- dissolution of the Cluster;
- appointment or removal of the Cluster Management Organisation;
- mergers with other organisations;
- significant financial commitments;
- adoption of long-term strategic plans.

Extraordinary decisions shall require the affirmative vote of at least two-thirds of the voting members present or represented at the General Assembly.

Where urgency requires immediate action, the Coordination Committee may adopt provisional decisions, which shall be submitted to the next meeting of the General Assembly for confirmation.

CHAPTER VI – FINANCIAL PROVISIONS

Article 29 – Financial Resources

The financial resources of the Sustainnovation Hub Cluster may originate from:

- membership contributions;
- European Union grants;
- national and regional funding programmes;
- international grants;
- sponsorships;
- donations;
- consultancy services;
- training programmes;
- conferences and events;
- project management services;
- publication activities;
- licensing agreements;
- voluntary contributions;
- other lawful sources consistent with the mission of the Cluster.

The Cluster shall administer its financial resources responsibly, transparently, and exclusively in support of its non-profit objectives.





No financial surplus shall be distributed among members.

Any financial surplus shall be reinvested into the development of the Cluster and its activities.

Article 30 – Membership Contributions

The General Assembly may establish membership contributions by resolution.

The amount, structure, payment schedule, exemptions, promotional campaigns, discounts, and special membership arrangements shall be determined separately by the General Assembly or, where authorised, by the Coordination Committee.

The Cluster may grant complimentary membership or temporary fee exemptions where this contributes to the strategic development of the organisation, supports the establishment of international partnerships, or facilitates the achievement of specific organisational objectives.

Failure to pay membership contributions shall not automatically result in termination of membership unless expressly decided by the Coordination Committee after providing the member with reasonable opportunity to remedy the situation.

Article 31 – Project Revenues

Where the Cluster Management Organisation coordinates or participates in funded projects, revenues derived from project management, coordination, consultancy, training, dissemination, communication, or other eligible project activities shall be managed in accordance with the applicable funding agreements and relevant legal requirements.

Each participating organisation shall retain ownership of its own contractual rights and financial entitlements arising from individual project agreements unless otherwise agreed in writing.

The Cluster may establish internal financial mechanisms supporting consortium development, proposal preparation, communication activities, and strategic investments benefiting the membership as a whole.

Article 32 – Financial Transparency

The Sustainnovation Hub Cluster shall maintain the highest standards of financial transparency and accountability.





The Cluster Management Organisation shall prepare annual financial reports summarising the financial activities undertaken on behalf of the Cluster.

Members shall have the right to receive appropriate information regarding the use of membership contributions and other financial resources supporting Cluster activities.

Financial records shall be maintained in accordance with applicable accounting principles and legal requirements.

Where appropriate, independent financial audits may be commissioned by decision of the General Assembly or the Coordination Committee.

The Cluster shall ensure that all financial resources are managed prudently, ethically, and exclusively for the advancement of its mission, objectives, and the collective interests of its members.

CHAPTER VII – INTELLECTUAL PROPERTY

Article 33 – Ownership of Intellectual Property

The Sustainnovation Hub Cluster fully recognizes and respects the intellectual property rights of its members.

Each member shall retain full ownership of all intellectual property, proprietary information, know-how, methodologies, software, databases, trademarks, copyrights, patents, industrial designs, trade secrets, publications, technologies, and other intellectual assets that were developed independently before joining the Cluster or outside the framework of collaborative Cluster activities.

Membership in the Cluster shall not transfer, assign, license, or otherwise affect the ownership of any pre-existing intellectual property unless expressly agreed upon in writing by the respective parties.

Where intellectual property is created independently by a member during the course of Cluster activities without direct contribution from other members, ownership shall remain exclusively with the creating member.

The Cluster shall encourage openness, knowledge sharing, and innovation while fully respecting the legitimate intellectual property rights and commercial interests of its members.





Whenever necessary, members may conclude separate Intellectual Property Agreements or Consortium Agreements governing ownership, access rights, licensing conditions, exploitation rights, confidentiality obligations, and revenue sharing relating to specific projects or collaborative activities.

Article 34 – Joint Results

Where two or more members jointly create intellectual property, research results, software, methodologies, publications, technologies, datasets, or other innovation outputs within the framework of collaborative Cluster activities, ownership shall be determined in accordance with the respective contribution of each participating member, unless otherwise agreed in writing.

Members participating in joint activities are encouraged to establish clear written agreements prior to the commencement of collaborative work defining ownership, exploitation rights, licensing arrangements, publication procedures, confidentiality obligations, and the management of jointly created results.

Where no separate agreement exists, the participating members shall negotiate in good faith a fair and equitable arrangement reflecting their respective intellectual, financial, technical, and organisational contributions.

The Sustainnovation Hub Cluster itself shall not claim ownership over intellectual property created by its members unless the ownership has been explicitly assigned to the Cluster by written agreement.

The Cluster Management Organisation shall facilitate negotiations relating to intellectual property whenever requested by the participating members but shall remain neutral unless acting as a direct project participant.

Article 35 – Use of the Cluster Brand

The name **Sustainnovation Hub Cluster**, its logo, visual identity, trademarks, certificates, communication materials, digital assets, and other branding elements constitute the official identity of the Cluster.

Members may use the designation "**Member of the Sustainnovation Hub Cluster**" together with the official logo solely for the purpose of promoting their membership and participation in Cluster activities, provided such use complies with the Cluster's Branding and Communication Guidelines.





The logo and visual identity shall not be modified, reproduced, sublicensed, or used in a manner that could damage the reputation or credibility of the Cluster.

The Cluster Management Organisation shall maintain and update the official Brand Guidelines and may authorise specific uses of the Cluster identity for publications, conferences, exhibitions, European projects, websites, social media, and promotional materials.

Upon termination of membership, organisations shall immediately cease representing themselves as members of the Cluster and shall discontinue the use of the Cluster's official branding unless otherwise authorised in writing.

CHAPTER VIII – CONFIDENTIALITY

Article 36 – Confidential Information

Members acknowledge that participation in the Sustainnovation Hub Cluster may involve access to confidential information relating to project concepts, funding opportunities, consortium strategies, financial information, business plans, research activities, technical documentation, unpublished results, commercial information, and other sensitive materials.

Each member agrees to treat such information with the highest degree of professional confidentiality and shall not disclose, distribute, reproduce, publish, or otherwise communicate confidential information to third parties without the prior written consent of the originating member or the relevant project consortium.

Confidential information shall only be used for the legitimate purposes for which it was disclosed and only by authorised personnel directly involved in the relevant activities.

The confidentiality obligations established under these Statutes shall continue to apply for a period of five years following the termination of membership unless a longer period is required under applicable legislation, project agreements, or separate confidentiality agreements.

Nothing in this Article shall restrict the disclosure of information where disclosure is required by law, judicial order, or contractual obligations imposed by funding authorities, provided that the affected parties are informed whenever legally possible.





Article 37 – Data Protection (GDPR)

The Sustainnovation Hub Cluster shall process personal data in accordance with **Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR)** and all other applicable European and national data protection legislation.

The Cluster Management Organisation shall act as the administrator of membership records and shall implement appropriate technical and organisational measures to ensure the confidentiality, integrity, availability, and security of personal data.

Personal data shall be collected solely for legitimate purposes connected with membership administration, project management, communication, event organisation, financial administration, reporting, and other activities directly related to the objectives of the Cluster.

Members shall ensure that any personal data exchanged within the framework of Cluster activities is processed lawfully, fairly, transparently, and only to the extent necessary for the relevant purpose.

Data subjects shall enjoy all rights provided under the GDPR, including the rights of access, rectification, erasure, restriction of processing, data portability, objection, and the right to lodge complaints with the competent supervisory authorities.

The Cluster Management Organisation shall adopt appropriate internal data protection policies and security procedures governing the handling of personal information within all digital collaboration platforms operated by the Cluster.

CHAPTER IX – ETHICS

Article 38 – Code of Conduct

The Sustainnovation Hub Cluster shall conduct all its activities in accordance with the principles of professionalism, integrity, transparency, mutual respect, scientific excellence, sustainability, inclusiveness, and responsible innovation.

Members shall cooperate in good faith and shall contribute actively to the objectives of the Cluster while respecting the diversity of cultures, disciplines, opinions, organisational structures, and professional backgrounds represented within the membership.

Members shall avoid any conduct that could damage the reputation, credibility, or public confidence in the Cluster or its members.



The Cluster shall promote equal opportunities, non-discrimination, diversity, gender equality, accessibility, environmental responsibility, and socially responsible innovation in all of its activities.

The General Assembly may adopt a more detailed Code of Conduct supplementing the principles established in these Statutes.

Article 39 – Conflict of Interest

Members, representatives, officers, and persons acting on behalf of the Sustainnovation Hub Cluster shall avoid situations where personal, financial, organisational, or professional interests could influence, or appear to influence, their impartiality or decision-making.

Any actual, potential, or perceived conflict of interest shall be disclosed without delay to the relevant governing body before participation in discussions or decisions concerning the affected matter.

Where a conflict of interest exists, the concerned individual shall refrain from participating in the relevant decision-making process unless otherwise authorised by the Coordination Committee.

The Cluster shall maintain procedures ensuring that decisions are taken objectively, fairly, and exclusively in the collective interests of the organisation.

Article 40 – Integrity and Anti-Corruption

The Sustainnovation Hub Cluster maintains a policy of zero tolerance towards fraud, corruption, bribery, embezzlement, money laundering, abuse of authority, conflicts of interest, falsification of information, and any other form of unethical or illegal conduct.

Members shall comply with all applicable European Union legislation, national laws, funding regulations, and ethical standards governing research, innovation, procurement, financial management, and project implementation.

The Cluster shall promote transparency, accountability, responsible governance, and ethical behaviour in all collaborative activities.

Any member becoming aware of suspected fraud, corruption, misuse of funds, or other serious misconduct affecting the Cluster shall promptly inform the Cluster Management Organisation or the Coordination Committee.



Where appropriate, the Cluster may establish confidential reporting procedures and independent investigations to ensure the fair examination of alleged misconduct while protecting the rights of all parties involved.

Any member found to have intentionally engaged in serious unethical or illegal conduct may be subject to suspension or termination of membership in accordance with Article 18 of these Statutes, without prejudice to any legal remedies available under applicable law.

CHAPTER X – AMENDMENTS

Article 41 – Amendments to the Statutes

These Statutes are intended to provide a stable yet flexible governance framework capable of supporting the long-term development of the Sustainnovation Hub Cluster.

Any member of the Cluster may submit a written proposal for the amendment of these Statutes. Proposed amendments shall be submitted to the Cluster Management Organisation at least thirty (30) calendar days prior to the meeting of the General Assembly at which they are to be considered.

The Cluster Management Organisation shall circulate the proposed amendments together with supporting documentation to all voting members no later than fifteen (15) calendar days before the General Assembly.

Amendments shall be adopted by the General Assembly with a qualified majority of at least two-thirds (2/3) of the valid votes cast by the Founding Members and Full Members participating in the vote.

Minor editorial corrections, updates of contact details, website addresses, references to applicable legislation, or other non-substantive administrative modifications may be introduced by the Coordination Committee without requiring amendment by the General Assembly, provided that such modifications do not alter the rights, obligations, governance structure, or legal nature of the Cluster.

All approved amendments shall enter into force on the date specified in the respective resolution of the General Assembly and shall become an integral part of these Statutes.

The Cluster Management Organisation shall maintain the official consolidated version of the Statutes and ensure that all members have access to the most recent version.





CHAPTER XI – DISSOLUTION

Article 42 – Voluntary Dissolution

The Sustainnovation Hub Cluster is established for an unlimited duration. Nevertheless, the General Assembly may decide to dissolve the Cluster where its objectives can no longer be effectively achieved or where the continuation of its activities is no longer considered viable.

A proposal for voluntary dissolution may be submitted by:

- the Coordination Committee; or
- at least one-third of the Founding Members and Full Members.

The proposal shall include the reasons for dissolution, the proposed procedure, the treatment of ongoing projects, contractual obligations, financial commitments, intellectual property rights, and the management of remaining assets.

The decision to dissolve the Cluster shall require the affirmative vote of at least three-quarters (3/4) of all voting members.

Upon adoption of the dissolution decision, the General Assembly shall appoint one or more Liquidation Coordinators responsible for completing the dissolution procedure.

The dissolution of the Cluster shall not affect the validity of existing consortium agreements, grant agreements, confidentiality obligations, intellectual property arrangements, or contractual commitments unless otherwise agreed by the respective parties.

Article 43 – Assets after Dissolution

Upon completion of all outstanding contractual obligations and settlement of liabilities, any remaining financial resources, tangible assets, intellectual assets owned by the Cluster, documentation, digital platforms, trademarks, or other property shall not be distributed among the members.

The General Assembly shall determine the future use of the remaining assets in accordance with the non-profit mission of the Cluster.

Preference shall be given to transferring remaining assets to another European non-profit organisation, innovation network, research organisation, educational institution,





foundation, or public-interest entity pursuing objectives substantially similar to those of the Sustainnovation Hub Cluster.

Any intellectual property belonging exclusively to individual members shall remain the property of those members.

Jointly developed intellectual property shall continue to be governed by the agreements concluded between the participating members.

The dissolution of the Cluster shall not terminate confidentiality obligations, intellectual property rights, data protection obligations, or contractual responsibilities that expressly survive the termination of membership or organisational activities.

CHAPTER XII – FINAL PROVISIONS

Article 44 – Entry into Force

These Statutes shall enter into force immediately upon their approval by the Founding Members of the Sustainnovation Hub Cluster.

By signing these Statutes, each Founding Member confirms its acceptance of the principles, governance framework, rights, and obligations contained herein.

Any organisation admitted after the entry into force of these Statutes shall become bound by their provisions upon acceptance of membership and confirmation by the Cluster Management Organisation.

The official version of these Statutes shall be maintained by the Cluster Management Organisation, which shall also be responsible for their publication, archiving, and future revisions.

Article 45 – Applicable Law

The Sustainnovation Hub Cluster shall conduct its activities in accordance with the applicable legislation of the country in which its registered office is located, insofar as such legislation applies to its organisational form.

In addition, the Cluster shall comply with all relevant legislation, regulations, and policies of the European Union governing research, innovation, project implementation, financial management, public procurement, intellectual property, data protection, ethics, competition, and international cooperation.





Any matters not expressly regulated by these Statutes shall be interpreted in accordance with the applicable legislation and the general principles of European civil law, good governance, transparency, and non-profit cooperation.

The Cluster shall always seek to resolve disagreements through dialogue, mediation, and mutual cooperation before initiating any formal legal proceedings.

Article 46 – Language

The official working language of the Sustainnovation Hub Cluster shall be **English**.

The English version of these Statutes shall constitute the authentic and legally governing version.

Translations into other languages may be prepared for information purposes and to facilitate communication among members.

In the event of discrepancies between different language versions, the English version shall prevail.

Official meetings, project documentation, governance documents, certificates, communications, and publications shall normally be prepared in English unless otherwise decided by the Coordination Committee.

ANNEXES

The following Annexes form an integral part of these Statutes and may be amended independently by resolution of the General Assembly or, where authorised, by the Coordination Committee.

Annex I – Membership Application Procedure

This Annex defines the administrative procedure governing membership applications, including submission requirements, eligibility assessment, evaluation criteria, approval process, issuance of Membership Certificates, and maintenance of the official Register of Members.

Annex II – Membership Categories

This Annex specifies the rights, responsibilities, eligibility criteria, governance participation, and voting status applicable to each membership category recognised by the Sustainnovation Hub Cluster.





Annex III – Membership Benefits

This Annex describes the services, opportunities, digital platforms, networking activities, communication support, proposal development services, project participation opportunities, workshops, conferences, training programmes, and other benefits available to members according to their membership category.

Annex IV – Membership Certificate

This Annex contains the official design, format, security features, issuing authority, registration procedure, numbering system, and validity rules governing the Official Membership Certificate issued by the Sustainnovation Hub Cluster.

Annex V – Code of Conduct

This Annex establishes the ethical standards, behavioural expectations, principles of professionalism, integrity, equality, inclusion, environmental responsibility, responsible research and innovation, and mutual respect applicable to all members, representatives, experts, consultants, and persons acting on behalf of the Cluster.

Annex VI – Visual Identity and Brand Guidelines

This Annex regulates the official use of the Sustainnovation Hub Cluster name, logo, visual identity, typography, colours, digital assets, communication templates, certificates, promotional materials, and branding rules applicable to members and partners.

Annex VII – Project Participation Principles

This Annex defines the principles governing participation in European and international projects developed within the Sustainnovation Hub Cluster, including consortium building, partner selection, proposal development, confidentiality, project coordination, financial management, intellectual property arrangements, dissemination, communication, reporting, and collaboration throughout the project lifecycle.

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