



MEDITERRANEAN OIL INDUSTRY GROUP (MOIG)

CONSTITUTION & RULES

**B2.2 Résidence Dar Maghreb
2045 Les Berges du Lac
AI BOUHAIRA- TUNIS
Tel : 0021671965359
Tel/Fax : 0021671965192
Web : www.moig.org**

Table of Contents

Mission Statement

Introduction and Background

THE CONSTITUTION

Article 1 - Name and Description

Article 2 - Location

Article 3 - Purposes

Article 4 - Eligibility and categories of Membership

Article 5 - Structure

Article 6 - Power of the General Assembly and Management Committee

Article 7 - Voting at General Assembly Meetings

Article 8 - Voting at Management Committee Meetings

Article 9 - Finance

THE RULES

1. Definitions

2. Membership

3. Language

4. Subscription

5. Voting

6. Cost of Attending Meetings

7. Representation of MOIG

8. Proceedings at Meetings of the General Assembly

9. Proceedings at Meetings of the Management Committee

10. Proceedings at Meetings of the Working Groups

11. Chairperson and Vice Chairpersons

Mediterranean Oil Industry Group (MOIG)

MOIG Mission Statement

Our mission is to promote continual improvement of oil spill response capabilities of the Mediterranean through mutual cooperation.

We will achieve this by:

- Promoting effective cooperation on oil spill matters within and between industry, governments, concerned communities and other relevant stakeholders in the Mediterranean region;
- Creating a regional network of industry oil spill response coordinators from companies working in all countries bordering the Mediterranean sea;
- Facilitating the regional exchange of information, resources, and expertise on oil spill prevention, preparedness and response.

Benefits of MOIG membership

- Sharing information and best practices.
- Sharing information and contacts with industry, governments of the region and other experts in the event of an incident.
- Joint regional training and exercises.
- Access to IPIECA and other relevant organisations.
- Enhancing oil and gas industry credibility and reputation in the region.

Introduction and background

This document outlines the Constitution and Rules of the Mediterranean Oil Industry Group (MOIG).

MOIG was initiated by the International Petroleum Industry Environmental Conservation Association (IPIECA) following a joint IMO/IPIECA Oil Spill Response Seminar in Cairo in 1992, where a commitment was made to set up an industry network in the Mediterranean region. The first MOIG meeting took place in Rome in April 1995.

Officially institutionalised in Tunisia, MOIG provides a regional oil industry forum concentrating on oil spill preparedness and response for the Mediterranean Region. It provides a regional industry interface with the Regional Marine Pollution Emergency Response Centre for the Mediterranean Sea (REMPEC) (See figure 1) and with the global oil industry via IPIECA.

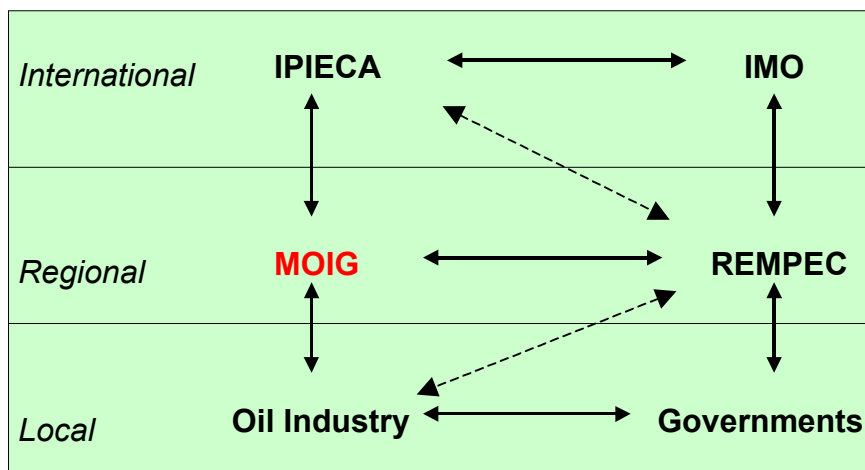


Figure 1: MOIGs' primary aim is to facilitate oil spill preparedness and response in the Mediterranean

Although MOIG is run by the Oil Industry on behalf of the Oil Industry, associate membership of MOIG is also open to companies and associations that work with the Oil Industry in preventing and responding to Oil Spills in the Mediterranean Region. This may include Responders, Manufacturers, Academic Institutions, etc.

THE MOIG CONSTITUTION

Article 1 - Name and Description

The Mediterranean Oil Industry Group (hereinafter called 'MOIG') is a voluntary non-profit making association of petroleum enterprises formed to promote continual improvement of oil spill response capabilities of the Mediterranean through mutual, regional cooperation.

Article 2 - Location

MOIG is established in Tunisia with headquarters in Tunis or such other locations as may be judged appropriate by the membership at large.

Article 3 - Purpose and Activities

The Mediterranean Oil Industry Group (MOIG) is comprised of oil companies and associations from countries bordering the Mediterranean.

Officially institutionalised in Tunisia, MOIG is a regional oil industry forum designed to encourage sustainable oil spill preparedness and response in the Mediterranean Region. It provides a regional industry interface to REMPEC (The Regional Marine Pollution Emergency Response Centre for the Mediterranean) and access to the global oil industry via IPIECA.

MOIGs' aims are to:

- Promote regional cooperation, within the oil industry and between governments and the oil industry on a national and regional basis by creating a regional network of stakeholders involved in industry oil spill preparedness and response activities in the Mediterranean region.
- Enhance preparedness and response to oil spill incidents in the Mediterranean region by acting as a regional forum for information exchange and discussion on oil spill matters and facilitating provision of available industry resources, equipment and expertise for education and training purposes.

The MOIG will do this by:

- Facilitating the preparation of technical reports and issue papers;
- Organizing workshops, symposia, conferences, seminars or other training programs;
- Facilitating expert assistance from within industry or scientific and technical institutions;
- Providing introductions to key international players.

Article 4 - Eligibility and Categories of Membership

4.1 Membership of MOIG will be open to the following:

- **Founding Members**, who were originally responsible for the establishment of MOIG: Eni SpA, TOTAL and the host company ETAP.
- **Regular Members**, which are:
 - Any petroleum company, whether private, public or government owned, having operations or interests in exploration, production, storing, transporting, processing or refining of petroleum and other by-products mainly in the Mediterranean Region.
 - Petroleum Industry Associations, which are international, regional or national in scope, concerned with environmental aspects of petroleum exploration, production, storing, transportation, processing or refining, and are prepared to subscribe to these Articles and to the Rules of MOIG. Their activities are mainly located in the Mediterranean region.

Privileges granted to Regular Members include the right to the floor and to vote at General Assembly meetings. They are also entitled to participate in and/or chair such working groups as may be established within the MOIG.

- **Associate Members**, who are other parties concerned with the environmental aspects of petroleum exploration, production, storing, transportation, processing or refining, and who are prepared to subscribe to these Articles and to the Rules of MOIG. This definition includes relevant technical partners from the oil spill response community: oil spill response agencies and practitioners, oil spill equipment manufacturers, and research institutions concerned with the provision of sustainable contingency planning and response to oil spills.

Associate Members are entitled to attend General Assembly meetings with privileges accorded to Regular Members, except the voting right thereat. Associate Members may also participate in and/or chair such working groups as may be established within MOIG.

- **Partners of MOIG**, who are:
 - Relevant technical, academic, governmental or non-governmental organisations invited to join the MOIG, as partners, by the Management Committee.
 - REMPEC and IPIECA, who have fully supported MOIG since its inception, and have attended and contributed to all meetings. REMPEC provides an interface with governments at the regional level, and brings additional expertise to the group. IPIECA provides an interface with the Global Petroleum industry.

Partners of MOIG are entitled to attend General Assembly meetings with privileges accorded to Regular Members, except the voting right thereat.

- 4.2 Applications for membership shall be submitted for approval to the Management Committee who may, if it so wishes refer the application to the next meeting of the General Assembly whose decision shall be final.
- 4.3 Each member organisation shall designate a Representative and an Alternate, both of whom shall be senior executives of the organisation engaged in the protection of the environment.
- 4.4 Members of MOIG may withdraw from membership at any time upon giving 90 days' notice in writing, of intention to do so to the MOIG Secretariat Director, who shall inform the other members. Withdrawal shall not affect any rights or obligations of the member accrued prior to the date of withdrawal.
- 4.5 A member of MOIG who withdraws from membership, other than with effect from the end of the financial year, shall remain liable to contribute his full subscription in respect of the financial year during which he withdraws.
- 4.6 A Member may be expelled from membership by special resolution of the MOIG General Assembly.

Article 5 - Structure

5.1 General Assembly

There shall be a General Assembly consisting of the designated Representatives of all Regular Members, including the Founding Members. An annual meeting of the General Assembly will be convened at the same time as the Management Committee meeting by appropriate notice given by or on behalf of, the Director at least 90 days in advance. Such notice is also required for any other meeting, which may be called either at the request of the Chairman or that of 10% of the membership. One quarter of the total membership shall constitute a quorum. The accidental omission to give notice to, or the non-receipt of notice by, any member entitled to receive notice shall not invalidate the proceedings of any meeting of the General Assembly. Management Committee meetings shall take place prior to the General Assembly in order for any issues raised to be addressed at the following General Assembly. Associate Members and Partners of MOIG are also entitled to attend General Assembly meetings, with all the privileges accorded to Regular Members except the voting right thereat.

5.2 Chairperson and Vice-Chairpersons

There shall be elected by and from the General Assembly a Chairperson and two Vice-Chairpersons who shall be from the petroleum industry and who may or may not represent a Founding Member (see Article 4.1). They shall sit on the Management Committee, hold office for a term of two years and shall be eligible for re-election by the General Assembly for not more than one further term of two years.

5.3 Management Committee

There shall be a Management Committee, members of which shall be drawn from as wide a geographical spread (within the Mediterranean) of companies as possible. The management committee is elected by the

General Assembly and shall be open to Member Representatives coming from the Founding Members and the Regular Members (see Art. 4.1) who have delegated authority from their respective organisations. The Committee shall be constituted of eight members including the Chair and Vice Chairs of the MOIG, and including the three Founding Members (ENI SpA, ETAP and TOTAL) who retain a permanent seat on the committee. All other members are elected for a 2 year term, renewable by a further two years. All members of the Management Committee are eligible to vote.

The MOIG director should attend all MOIG Management Committee meetings, but is not eligible to vote. As signatory to the 2003 “Accord de Siege” establishing the MOIG Permanent Secretariat in Tunisia, IPIECA should attend all management committee meetings, but is not eligible to vote. The management committee may also invite additional persons who may participate in the work of the committee but not vote (eg. REMPEC, ITOPF ...)

Within the policies adopted by the MOIG, the Management Committee will coordinate all MOIG activities and may entrust the day-to-day conduct of affairs to the MOIG Secretariat Director (See Article 5.7 below).

The Management Committee shall meet in person once annually within the Mediterranean region, prior to the General Assembly. Notice of meetings shall normally be not less than 90 days. The Committee is also expected to hold monthly teleconferences in support of the MOIG director and furtherance of the MOIG business plan.

The Chairperson or, in his absence, one of the Vice-Chairpersons, shall preside. In the absence of the Chairperson and Vice-Chairpersons, the Committee shall elect one of its members present to preside. Five members of the Management Committee shall form a quorum.

5.4 MOIG Director

A full-time Director for the MOIG Secretariat shall be appointed by and on terms of service established by the host company and shall be assisted by such staff as may be determined by the Management Committee. The remuneration package shall be that paid direct from the host company with an additional top up percentage agreed by the Management Committee reflective of MOIG’s achievements and progress towards the objectives stated in the Business Plan.

The Director shall not vote, nor shall he be counted in the quorum present at any meeting of the General Assembly or Management Committee

5.5 MOIG Secretariat

The Secretariat shall be in Tunis, Tunisia and will consist of the Director, a Project Manager and a Secretary. Whilst situated in Tunisia, as stipulated by the Tunisian Ministry of Foreign Affairs:

- The Project Manager will be a Tunisian and will be chosen by a small selection committee composed of the MOIG Chair and Vice-Chair, and other relevant Management Committee members.
- The Secretary will also be Tunisian and hired directly by MOIG.
- The Secretariat should be funded and supported by the Tunisian oil industry but should another MOIG member country wish to also contribute by providing a secondee to the Secretariat, this may be feasible.

Article 6 - Power of the General Assembly and Management Committee

6.1 The General Assembly shall strive to achieve consensus in all decisions concerning the conduct of MOIGs' activities, and require consensus in decisions regarding external communications that convey the views of MOIG. Within MOIG, consensus signifies that no member takes exception to a decision. Consensus on external communications encompasses the possibility that all members agree to communicate diverging views.

6.2 In the event that consensus cannot be achieved concerning the conduct of MOIG business, the General Assembly shall be empowered by **simple majority of the votes** cast in accordance with Article 7 to:

- Adopt policies to guide the activities of MOIG;
- Establish rules and regulations to define more precisely the organisation, the powers and activities of the MOIG Secretariat Director and of the Committees of MOIG;
- Elect a Chairperson and Vice-Chairpersons, in accordance with the provisions given in Article 4 ;
- Agree to the attendance at General Assembly meetings of non-members (e.g. consultants, specialists);
- Approve the Annual Budget;
- Decide any other matters not specified in Articles 6.1 or 6.3.

6.3 **The General Assembly** shall be empowered by a **majority of two-thirds of the votes** cast in accordance with Article 7 to:

- Require a member to resign;
- Amend these Articles;
- Dissolve MOIG and thereafter determine the disposition of any funds, books and records of MOIG.

6.4 **The Management Committee** shall be empowered to:

- Propose to the General Assembly the overall programme of activities and any changes in policy of MOIG;
- Prepare the Agenda and resolutions for the MOIG General Assembly meetings;

- Make decisions between MOIG General Assembly meetings, implementing the general policy and affecting the MOIG administration, but not its Constitution. In particular, to supervise the programme of activities of the MOIG Secretariat Director and to arrange for the preparation of the budget required for these programmes in the ensuing budget year, for approval by the General Assembly;
- Appoint any Working Groups that may be required to carry out specific assignments and specify the functions of the MOIG Secretariat Director and his staff in relation thereto.

6.5 **Issues of policy requiring decisions** at Management Committee or General Assembly meetings shall be circulated in advance to the Management Committee or General Assembly as appropriate and nothing herein shall bind a member to adopt the same position as that subsequently taken by the Management Committee or the General Assembly.

6.6 **Minutes** shall be kept for the General Assembly meetings and for the Management Committee. Minutes shall be submitted for approval at the next meeting of the appropriate Committee. Reports of working groups will be submitted to the Management Committee, for appropriate action.

Article 7 - Voting at General Assembly Meetings

7.1 At General Assembly meetings, every Regular Member having paid their annual contribution will have the right to vote. Each member will receive one vote. Resolutions put to the vote of the meeting shall be decided on a show of hand by a majority in accordance with Articles 6.2 and 6.3.

A member may appoint another member to vote on his behalf by a proxy in due form. Members are only allowed to send one proxy per meeting.

Associate Members and Partners of MOIG are not entitled to vote at General Assembly meetings.

7.2 On any resolution of which reasonable prior notice has not been given, a poll of all members whether present or not may be demanded by any member and will require a majority in accordance with Articles 6.2 or 6.3.

7.3 In the case of an equality of votes, whether on a show of hands or on a formal poll, the Chairman of the meeting shall be entitled to a further or casting vote.

Article 8 - Voting at Management Committee Meetings

Each member present shall have one vote and, in the case of an equality of votes, the Chairman of the meeting shall be entitled to a further or casting vote.

Article 9 - Finance

- 9.1 At the annual General Assembly meeting, a business plan and budget for the following year shall be adopted. A copy of the proposed budget shall be sent to members with the Agenda for the meeting at least one month in advance.
- 9.2 Within the powers delegated to him, the Director may commit MOIG to the amounts indicated in the approved budgets, including those for the employment of supporting staff and his and their necessary travel expenses on the business of MOIG.
- 9.3 The Director shall prepare quarterly reports on the MOIG activities and expenditure.
- 9.4 The MOIG accounts shall be audited once a year by a firm of independent accountants, and their report submitted to the Management Committee and approved by the General Assembly.
- 9.5 The approved annual budget shall be funded by the regular members and associate members of MOIG in such proportions as may be specified by the General Assembly as is specified in the Rules. Members will be asked to pay a set annual contribution to the MOIG Budget; amount to be reviewed and agreed by the General Assembly on an annual basis - as described in article 7 of the MOIG Rules.

Contribution from Sponsors for events and publications shall be considered special funding and be reflected in the MOIG annual accounts.

Funding from International organizations shall be managed in accordance with project requirements of the organization providing the funding. Any surplus remaining after the completion of the project shall be returned to the organization in order to support future projects and MOIG involvement.

- 9.6 Any portion of members' contributions from previous years, which have not been spent, need not be used as an offset against members' individual contributions for future years. Such unexpended sums are to be retained as part of MOIG's asset base.
- 9.7 The Management Committee shall be empowered to approve procedures in accordance with which payments due by members shall be made and any unexpended portion of any approved budget shall be set off against future contributions from members.
- 9.8 Any MOIG funds may be invested as the Management Committee thinks proper.

THE RULES

Definitions

1 'MOIG' means the Mediterranean Oil Industry Group.

'IPIECA' means the International Petroleum Industry Environmental Conservation Association.

'The Chairperson' means the Chairperson of MOIG for the time being elected.

'The Vice-Chairpersons' means the Vice-Chairpersons of MOIG for the time being elected.

'The Director' means the Director of the MOIG Secretariat for the time being appointed.

'The Management Committee' means the Management Committee of MOIG appointed for the time of service of the elected Chairperson.

'The Constitution' means the Constitution of MOIG as it may be amended from time to time.

Words defined in the Constitution shall bear the same meaning when used in these Rules.

Words importing the singular number only, shall include the plural number and vice versa.

Words importing the masculine gender only shall include the feminine gender.

Membership

2. The number of MOIG members shall not be limited.

3. Membership shall not be transferable or transmittable.

4. In considering applications for membership under Articles 4.1 & 4.2 of the Constitution, the Management Committee shall not refuse an application from any prima facie qualified petroleum company or petroleum industry association without reference to the General Assembly.

Language

5. The proceedings of MOIG and its documentation shall be in the English language and it is hoped that in the future they will also be in Arabic and French.

Publications issued by MOIG will be in English and will be issued in another language when directed by the General Assembly. Submissions by members to MOIG shall be in English and any translation of such MOIG documentation shall be the responsibility of the member requiring it.

Subscription

6. Any member joining MOIG after the commencement of the budget year under Article 9 of the Constitution shall be assessed for his full contribution to the budget.
7. For the purposes of Article 9.5 of the Constitution and Rule 8, each MOIG Members' annual contribution to the MOIG budget will be according to the following:

Regular Company Members represent national or international petroleum corporations, be they publicly, privately or state owned, having operations or interests located in the Mediterranean region in exploration, production, storing, and transportation or refining of petroleum. These members will be asked to pay a set annual contribution to the MOIG budget; amount to be determined by the General Assembly and reviewed in this forum on an annual basis. If a company wishes to be represented by several of its affiliates in different countries, each of these representatives will be asked to contribute to the MOIG budget.

Regular Association Members or partners in joint-ventures concerned with the environmental aspects of exploration, production, storing, and transportation or refining of petroleum that are mainly located in the Mediterranean region. As they represent several companies' interests, association members will be asked to contribute a larger annual contribution to the MOIG budget. As for the Regular Company Members, fees for Association members will be determined by the General Assembly and reviewed in this forum on an annual basis. Fees for Association Members may vary depending on their membership.

Associate Members, which are other parties concerned with the environmental aspects of petroleum exploration, production, storing, transportation or refining (as described in Articles 4.1 & 4.2). These members will be asked to pay an annual contribution towards the approved budget in any financial year which shall be defined in the same manner as for Regular Members.

Partners of MOIG, which are relevant technical, academic, governmental or non-governmental organisations invited to join the MOIG as partners by the Management Committee (as described in articles 4.1 & 4.2). These members will not be asked to contribute to the MOIG budget.

8. The Contributions from petroleum companies or associations whose operations do not conform to those described in Rule 7 shall be assessed in a manner to be decided by the Management Committee.

9. For certain non-profit making organisations, the Management Committee may decide to waive the MOIG membership fee.
10. Subscriptions shall be paid in to MOIG in US Dollars, Pounds Sterling or Euros unless otherwise decided by the Management Committee and this shall be stated clearly on all demands and invoices.
11. Subscriptions shall be paid within two months of demand. In the event of a member failing to pay its subscription within two months of demand the Management Committee may withdraw all privileges of membership and shall report its action to the next meeting of the General Assembly. The member concerned shall be notified in writing and may restore membership by paying any monies due to MOIG.
12. The Director shall keep the Management Committee informed as to the investment of the unexpended portion of the members' subscriptions.
13. The Director is authorised to draw on MOIG up to a maximum of \$2000 per payment. Any payment for an amount greater than \$2000 must be authorised by the Chairperson, a Vice-Chairperson or other authorised member of the Management Committee.

Voting

14. For the purposes of Article 7.4 of the Constitution, each Regular company member shall be entitled to one vote and each Regular association member entitled to the number of votes agreed upon by the Management Committee and as stated in the constitution (Article 7).
15. Associate Members and Partners of MOIG are entitled to attend General Assembly meetings with privileges accorded to Regular Members, except the voting right thereat.

Cost of Attending Meetings

16. All costs of representatives, their alternate representatives, and advisers attending meetings of the General Assembly, the Management Committee or working groups shall normally be borne by the members. This will also be the case when a member's representative, his alternate representative or adviser is requested by the Management Committee to attend an external conference or meeting for the purpose of representing MOIG. In certain circumstances, MOIG will pay the associated costs of attendance for a stakeholder that may need additional support to be able to attend a meeting however this will need prior authorisation by the Management Committee.

Representation of MOIG

17. MOIG shall represent the views of its members verbally and in writing to UN Agencies and international organisations through authorised representatives accredited by Management Committee.

Proceedings at the General Assembly Meetings

18. The Chairperson or, in his absence, a Vice-Chairperson, shall preside. In the absence of the Chairperson or a Vice-Chairperson, the General Assembly shall elect one of its members present to preside.

19. Reasonable prior notice of any resolution to be put to a meeting of the General Assembly shall, for the purposes of Article 7.2 of the Constitution, be deemed to be not less than one month in advance of the meeting.

20. No business shall be transacted unless a quorum is present.

21. If within half an hour from the time appointed for the meeting a quorum is not present; the meeting shall be dissolved if convened on the requisition of or by members in accordance with Article 5.1 of the Constitution. In any other case the meeting may be adjourned for 24 hours for consultation. If, within half an hour from the time appointed for the adjourned meeting, a quorum is not present, the meeting shall be dissolved. No business shall be transacted at any adjourned meeting other than the business for which the meeting was called.

22. Representatives or Alternate Representatives may bring advisers to meetings, subject to the provisions of Article 6.2 of the Constitution.

23. If the Chairperson is incapacitated or otherwise unable to summon a General Assembly meeting, the meeting may be summoned by a Vice-Chairperson or, in his absence, by the Director if so authorised by a majority of the Management Committee.

24. A demand for a polling vote may be withdrawn.

25. An instrument of proxy may be in any usual or common form or in any other form which the Management Committee may approve. Instruments of proxy need not be witnessed.

26. An instrument of proxy must be received at the Director's office not less than 48 hours before a meeting or, in the case of a poll, not less than 24 hours before the time (if any) appointed for taking the poll, in default of which the instrument of proxy shall be invalid.

27. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous revocation of the proxy or of the authority under which the proxy was executed, provided that no revocation shall have been received by the Director before the commencement of the meeting or adjourned meeting at which the proxy is used.

28. If instruments of proxy are sent out with the notice of meeting, they shall be sent to all members entitled to be sent a notice of the meeting and to vote thereat by proxy.

Proceedings at the Management Committee Meetings

29. No business shall be transacted unless a quorum is present.
30. If within half an hour from the time appointed for a meeting a quorum is not present, the meeting may be adjourned for 48 hours to such place as those present may determine. If within half an hour from the time appointed for the adjourned meeting a quorum is not present; the meeting shall be dissolved. No business shall be transacted at any adjourned meeting other than the business for which the meeting was called.
31. Representatives or Alternates Representatives may bring advisers to meetings.

Proceedings at Working Group Meetings

32. The Chairperson of the meeting shall determine whether or not a vote is taken on any issue.

Upon formation, Working Groups will be required to prepare formal Terms of Reference (TOR) for their planned activities. These TOR shall be updated on an annual basis in the context of a business plan, which will be presented by the Working Group's Chairperson to the Annual General Assembly for approval. The Director or members of his staff should attend (in so far as is practicable) all working group meetings and related Task Force meetings to provide Secretariat support, including preparation of agenda and minutes.

Chairperson and Vice-Chairpersons

33. If, during their term of office, the Chairperson or a Vice-Chairperson ceases to be a regular employee or officer of the member they represent, they shall vacate their office save that, at the request of the other Representatives on the Management Committee and with the approval of the members, they may continue to serve in that office for a period not exceeding his current term of office, and during this period shall remain the member's designated representative. All such arrangements shall be subject to confirmation at the next meeting of the General Assembly.
34. If the Chairperson dies or retires or becomes otherwise unable to discharge the duties of his office, a Vice-Chairperson shall succeed him as Chairperson for the balance of his term of office, and the Management Committee shall appoint another representative from their number to serve as the Vice-Chairperson for the balance of the current term of office.