Cluster Charter

**for the EUNIC Cluster in:**

**Approved by the EUNIC General Assembly held in [****] on [****]**

The Signatories of this charter hereby formalise their collaboration through a EUNIC cluster in [set out Country and City] (the “Cluster”).This charter constitutes and contains the entire agreement and understanding between the Signatories with respect to its subject matter and it replaces entirely any and all prior understandings, agreements, letters of intent arrangements and any previous charter made between the Signatories or any of them with respect to its subject matter in [set out Country and City].

1. **Objectives**

As laid down in EUNIC Statutes, EUNIC clusters are created by EUNIC General Assembly with a view to promoting the purposes and or the initiatives and projects of the Association. Actions to be carried out by the Cluster are specified in the Annex to this document “Four-year cluster strategy”. The Annex is to be reviewed whenever necessary.

1. **Governance**

According to EUNIC Statutes, clusters remain subject to the decisions of EUNIC General Assembly and operate subject to its authority.

The Cluster shall have a President acting as the spokesperson for the Cluster, who will communicate with the EUNIC office.

The Cluster shall comply with the rules for the administration of clusters (Cluster Guidelines) that are approved by the General Assembly. If any contradiction arises between this charter and the Cluster Guidelines, the latter shall prevail.

The Cluster is accountable to EUNIC General Assembly through the EUNIC office, which is responsible for the administration of the Cluster Guidelines.

1. **Membership**

The Cluster shall have the following categories of membership: Full Members, Associate Members at global and clusters level and partners.

1. **Full Members:** Local offices of full EUNIC members. If a full EUNIC member does not have a local office in [set out Country and City], then its headquarters may nominate a representative to act on their behalf as a full member.
2. **Associate Members at global level:** local branches of associate EUNIC members at global level. This currently applies to the British Council and the Ukrainian Institute. Associate Members at global level are representative national level entities; or legal entities with a degree of autonomy acting in the name of or on behalf of a national level entity; based either in a country which is an official candidate for accession to the European Union, in a Member State of the European Free Trade Association (EFTA), or in another European country; engaged, beyond their national borders, in cultural or related activities.
3. **Associate Members at cluster level:** Organisations which subscribe to the purposes of EUNIC but are not eligible for Full or Associate Membership at global level. Associate Members at cluster level can be one of the following: Embassies/consulates or cultural institutes of the European Free Trade Association (EFTA) countries (Iceland, Liechtenstein, Norway and Switzerland; Embassies/consulates or cultural institutes of official candidate countries for accession to the EU (Albania, Montenegro, Serbia, North Macedonia, Turkey); Regional cultural institutes from EU Member States, provided that they have a physical presence where the cluster operates and are introduced for Associate Membership by the Full Members of their respective country (such as Etxepare Basque Institute, an associate member in the Brussels cluster); Embassies/consulates of other EU Member States, whose Ministries of Foreign Affairs are not Full Members of EUNIC at global level, can also join a cluster as associate member. They need to receive a mandate by the full EUNIC member of their respective Member State.
4. **Strategic partners:** EU Delegations (outside of the EU) and European Commission Representations (within the EU). They can be permanent partners of a cluster.
5. **Other partners:** International and local organisations that work with the Cluster in the design and implementation of cluster projects.

Members may terminate their affiliation to the Cluster by giving written notice to the president of the Cluster. The cluster President will then inform the EUNIC office.

1. **Intellectual property**

EUNIC licences the Cluster to use the description “EUNIC project” for activities in which at least 3 Full Cluster Members participate. EUNIC also licences use of the EUNIC logo for use for any activity organised by a Full Member.

For the avoidance of any doubt the Signatories hereby recognize and agree that neither they nor any Member nor any third party shall derive any right to assert or protect any rights in or to the EUNIC name or logo through grant of the limited permission to use the name “EUNIC”, “EUNIC project” or the EUNIC logo in the [set out Country and City] . EUNIC retains any and all rights in the intellectual property associated with the EUNIC name and logo.

1. **Cluster Identity**

The Cluster has no legal personality of its own.\*Any question(s) concerning cluster identity and/or the status of the cluster will be referred to EUNIC Global office, which shall refer the question(s) for consideration by the General Assembly where appropriate.

1. **Confidence and Trust**

Signatories will execute and perform the present agreement in good faith and if any misunderstanding or dispute arises, they will try to solve such misunderstanding or dispute through proper communications and negotiations.

Any disputes that might arise between the Members regarding the interpretation or, performance of this Charter that cannot be resolved amicably between them will be referred to EUNIC Global office, which is responsible for the administration of the Cluster Guidelines.

*\* This sentence may be deleted and a short explanation of the individual cluster’s status inserted in those limited number of cases where, for historical reasons, the statement would otherwise be incorrect.*

**Full Members of EUNIC**

**Agreed and signed by:**

*(Date, signatures and stamps of the Full Members of the cluster and Associate Members at global level)*

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**Associate Member of EUNIC at global level**

**Agreed and signed by:**

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| -------------------------------------------------------------  Name of signatory:  Name of associate EUNIC member at global level:  Date: |  |

*Please add more pages if needed.*

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Director – EUNIC