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TITLE I: GENERAL ASPECT

ART. 1 GENERAL ASPECTS

The Consortium is recognized as a member of the "Movimento Turismo del Vino" National Association. Membership means full agreement with the institutional and general projects of the Association, as well as autonomy in the implementation and organization of these projects. The Consortium is a non-profit organization. The purpose of the Consortium is to promote visits to wine-growing areas in order to enhance their culture and prestige and to contribute to economic development in area particularly dedicated to wine-growing. To achieve these objectives, the Consortium can organize events, meetings, wine tastings and trips, create publications and create wine tourist routes, and also organize and manage training courses, fairs, workshops and other activities such as market research and conferences at a national and international level.

ART. 2 (Duration of the Consortium)

The Consortium exists until 30.06.2050 with the approval of the previous year's balance sheet; extension or early dissolution must be approved by three-quarters of the Consortium members entitled to vote.

ART. 3 (Head of the Consortium)

The Consortium is based in Bari, at Via Giuseppe Sangiorgi no. 15.

TITLE II

ART. 4 (Members of the Consortium)

Members of the Consortium are firms involved in the production of wine, sparkling wine and spirits r. A company wishing to join the Consortium must submit a written request to the Board of Directors with documentation attesting fulfillment of the admission requirements. In order to join the Consortium, firms must have a good reputation and must be fully aware of the assignments, responsibilities and duties associated with membership. Admission is subject to the approval of the Board of Directors, which will assess the requirements and decide whether to consent admission based on the regulations approved by the assembly. When admission is approved by the Council, admission is finalized on the applicant's acceptance of this Statute and on presentation of a receipt confirming payment of the entrance fee and annual fee.

ART. 5 (Members' autonomy)

Members retain their full autonomy and all accept total responsibility for risks of loss and proceeds deriving from their business activities. In accordance with Art. 2605 of the Civil Code, the Consortium may not interfere in the business activities of its member companies. The constitution and the legal form of the member companies are irrelevant to the Consortium provided that these are compatible with Italian law and with the Consortium aims, and provided that their their statutes are not in conflict with this Statute.

ART. 6 (Fees and endowment fund)

Members undertake to pay the annual membership agreed by the Board of Directors by January 31 each year. These payments, including admission fees, form the Consortium funds. During the life-span of the Consortium, members may not request division of these funds.

TITLE III

ART. 7 (Consortium Bodies)

The Consortium Bodies are:

- a) Members' Assembly;

- b) Board of Directors;
- c) Consortium President;
- d) General Manager;
- e) Board of Auditors.

ART. 8 (Members' Assembly)

The Members' Assembly consists of all the owners (or their delegates) of member companies. Each member is entitled to vote and may present written authorization to be represented by another member of the Consortium, who may not a member of the Board of Directors or of the Board of Auditors. Members cannot receive more than four proxies. The President of the Consortium with the help of the secretary records and transcribes the assembly decisions in the Consortium assembly register. This register is kept by the President of the Consortium, and members may consult it or buy a copy.

The Members' Assembly:

- a) appoints the members of the Board of Directors and the auditors;
- b) makes decisions regarding modifications of the Statute and all other matters assigned by this agreement and by the law to the assembly;
- c) approves accounts and the annual programme;
- d) approve internal regulations.

The Ordinary and Extraordinary Assemblies are convened by registered post, fax or email sent at least eight days before the date of the meeting. Emergency Assemblies should be convened by telegram, fax or email sent at least three days before the date fixed, specifying that the Assembly is urgent. The communication must specify the place, day and time of the Assembly and the agenda decided by the Board of Directors. The Members' Assembly is constituted by the first call, with the presence, in person or by proxy, of a majority of Consortium members and decisions require a majority vote of those present. The Assembly is convened by the second call regardless of the number of members present in person or by proxy, and decisions require a majority vote of those present. Modifications of this Statute require the vote of the majority of the members. The extension of this Statute must be voted by all Consortium members.

ART.9 (Board of Directors)

The Board of Directors consists of a variable number of members as follows: one director for every 10 Consortium members, or fraction of 10, for each province of Puglia. At each re-election

the Assembly recalculates the number of directors according to the number of members in each province on December 31 immediately prior to the year of the Assembly. Members of the Board are pointed for three years (esercizi = anni?) and may be reappointed. At the first meeting after their appointment, the Board of Directors elect a President and a Vice President who stands in for the President if the president is unable to attend. The Board of Directors is convened by the President or at least three directors. The call is sent via email, fax or letter at least three days before the date fixed. The Board of Directors is requires the presence of the majority of its members and valid decisions require a majority vote of those present. Each director has one vote. The President holds the casting vote. Decisions may be taken via written consultation, or written consent including email. In this case, the documents signed by the directors must clearly state the object of the decision and the consent to it. The Board's proceedings must be recorded and transcribed in a register by the Consortium President. The register of the Board of Directors is held by the President.

The Board of Directors is responsible for:

1. management of the Consortium funds;
2. all ordinary and extraordinary administration necessary for attainment of the Consortium aims;
3. appointment of the General Manager and establishment of his/her pay;
4. establishment of the amount of the admission fee and the annual fee;
5. promotion and support for the initiatives of the National Council of the Movimento Turismo del Vino;
6. validation of the annual report, accounts and programme for approval by the Assembly;
7. other functions conferred by this Statute.

Members of the Board of Directors are not entitled to any payment. If a director resigns, the Board has the power to co-opt a replacement. In the case of the resignation of fifty percent plus one of the entire Board of Directors, the Board also resigns, and the President must convene the Assembly to appoint a new Board.

ART.10 (Consortium President)

The Consortium President is elected by the Board of Directors from the directors representing wine producers. The President's term of office has the same duration as the Board and the President cannot be elected for more than two consecutive terms.

The Consortium President:

- a) convenes and presides over the Assembly and the Board of Directors
- b) represents the Consortium to the members and third parties, also in legal actions.

The President of the Consortium is unpaid.

ART. 11 (General Manager)

The General Manager is appointed by the Board of Directors and must have specific experience in the areas the Consortium operates in. He remains in his role until his mandate is revoked. The Director participates as secretary in the work of the Board of Directors, but is not entitled to vote. He is responsible for running the Consortium according to criteria of cost-effectiveness, efficiency and effectiveness of plans, projects and accounting approved by the Board of Directors.

In particular, the General Manager is responsible for:

- a) the documentation underlying the Board of Directors' decisions and for carrying them out ;
- b) the proposal of annual and long-term economic and financial plans;
- c) drafting the balance sheet to be submitted to the Board;
- d) areas of competence delegated by the Board of Directors;
- e) supervision of the Consortium structure and of the management of its activities, and in particular for maintaining contact with public and private offices, institutions and organizations which affect the consortium activities. The General Manager exercises all powers not reserved to the other bodies.

ART.12 (Board of Auditors)

When the Assembly, considers it necessary, it may appoint three auditors and two substitutes, who may be non-members. They remain in their posts for three years and may be reappointed. The auditors are responsible for auditing the Consortium administration, ensuring compliance with the law and with the Consortium Statute, and making sure that Consortium members fulfill their obligations. The auditors ensure that the accounts are kept correctly.

TITLE IV

ART. 13 (Responsibility)

In the case of debts incurred in the name of the Consortium name by its representatives, third

parties may claim their rights only regarding the Consortium funds. In the case of debts incurred by Consortium bodies for individual Consortium Members, or groups of Members, the Members of the Consortium are answerable only in terms of the Consortium funds: each Member according to the debts incurred on his account. In the case of insolvency among Consortium Members, the debt of the insolvent Member is divided between the all Members in proportion to their quotas.

ART. 14 (Balance Sheet)

The Consortium's financial year of twelve months ends on December 31 of each year. Within two months of closure of the financial year, the Board of Directors draws up the balance sheet, in compliance with the laws regarding the financial statements of public companies, submits it for approval to the Assembly and deposits it in the Chamber of Commerce Business Register.

ART. 15 (Consortium Termination)

Consortium Members who have not agreed with the deliberations of the Assembly relating to changes in the Consortium status may withdraw from the Consortium. Withdrawal is notified in a declaration delivered to the Consortium President by registered letter with acknowledgment of receipt or by certified mail within 10 days from the date of the resolution authorizing withdrawal. Withdrawal takes effect immediately.

ART. 16 (Exclusion from the Consortium)

Consortium Members who are declared bankrupt, go into liquidation or into receivership are expelled from the Consortium. In the case of new ownership, the new owner takes over the previous owner's membership of the Consortium as soon as the Board of directors receives notice of the change in ownership. Moreover, if there is just cause, in the case of transfer from one living person to another, within one month after receipt of the transfer notice, the Consortium Assembly may decide the exclusion of the buyer from the Consortium. The Board of Directors also excludes from the Consortium Members who:

1. no longer fulfill all the admission requirements of the Consortium;
2. have obliged the Consortium to request the fulfillment of obligations contracted with the Consortium via legal acts and documents;
3. have not paid their dues despite a formal warning;
4. have not fulfilled an agreement with the Consortium regarding obligations assumed by the Consortium with a third party on behalf of the Member and at the Member's request;
5. do not respect the Consortium regulations, although already warned twice by the Board of Directors;
6. damage the Consortium in any way, either morally or materially.

The withdrawing or excluded Member is entitled to a refund of the registration fee paid, less any sums of money owed to the Consortium, without any participation in the Consortium fund. If the Consortium has suffered losses, the refund will be made minus the quota of the withdrawn or excluded Member.

Notice of exclusion from the Consortium must be communicated to the Member within fifteen (15) days by the Consortium President via registered letter with acknowledgment of receipt or certified email. If a Member appeals against exclusion, the exclusion is suspended, in accordance with art. 19 of the present Statute.

TITLE V - TERMINATION AND GENERAL PROVISIONS

ART. 17 (Closure)

Once dissolution of the consortium has been approved, the Assembly appoints a liquidator to carry out all the procedures necessary for closure; the liquidator also represents the Consortium in court, and is entitled to reach agreements regarding active and passive arrears. After complete liquidation, the surplus from the Consortium fund and from the reserve fund is allocated to the Consortium members in proportion to their Membership quotas.

ART. 18 (Dissolution of the Consortium)

If the Consortium is dissolved:

- a) due to expiry of its agreed duration;
- b) due to achievement of its objectives or to inability to achieve them;
- c) by unanimous decision of Members;
- d) by a majority vote of the Consortium Members for a just cause;
- e) for other legal reasons;
- f) when the number of Members falls below 5;

The Members' Assembly declares the dissolution of the Consortium and appoints a liquidator to liquidate the Consortium and the Consortium funds.

Otherwise, the liquidator is appointed by the Board of Directors. The liquidators may carry out all the procedures necessary for closure, and may also sell all the goods making up the Consortium fund and carry out transactions. They represent the Consortium in court. When liquidation has been completed and any liabilities have been extinguished, the liquidator draws up the final accounts and distributes any surplus among the Consortium Members.

ART. 19 (Arbitration)

Any dispute which may arise between Consortium members in relation to this Consortium Statute, is subject to the sole and final discretion of the Arbitration Tribunal at the Bari Chamber of Commerce.

ART. 20 (Privacy)

Consortium Members must not divulge data and information regarding the Consortium, except in the cases consented by law.