

CONSTITUTION OF THE
MAHARASHTRA FLY ASH INFORMATION CENTER
(MFAIC)

The name of this trade association shall be “**Maharashtra Fly Ash Information Center**” (MFAIC).

1. Objectives

The objectives of the **MFAIC** are:

To promote its members generic mutual interests of a scientific, technical industrial environmental, educational and legal nature associated with all applications of Coal Ash Products from Indian bituminous coal fired power stations “Quality Ash”.

To promote and sponsor investigations and research to widen the use of Quality Ash and to promote the understanding and recognition of the use of Quality Ash through publication of useful results of such work together with generic information plus lobbying, correspondence and presentations.

To employ and pay any person or persons on a full part-time basis to supervise, organize and carry on the work of the **MFAIC** to bring together in conference representatives of voluntary organizations, Government departments, statutory authorities and individuals.

To arrange and provide for, or join in, arranging and providing for the general promotion, the holding of exhibitions, meetings, lectures, classes, seminars and training courses.

To represent mutual interests of its Members on relevant technical and other committees and present a common view of the use, specification and advantages of Quality Ash.

To collect and disseminate information on all matters relating to **MFAIC** objectives and exchange of information and documentation with the relevant national and international bodies having similar objectives.

To appoint, and pay consultants and advisors to assist in the activities of the **MFAIC**.

This constitution for the **MFAIC** shall apply from the 1st January 2006 No alteration or addition to this constitution may be made except by a resolution carried by a unanimous vote of the Full Members.

2. Membership and Voting

2.1 Full Membership

Full Members for the **MFAIC** are listed in Appendix A. Full Members agree to the conditions of Full Membership of the **MFAIC**. The acceptance of any application for Full Membership shall require the unanimous approval of all the existing Full Members (such approval not to be unreasonably withheld or delayed).

Full members shall be total Ash Managers – organizations who had management control of the ash produced from an operating power station from precipitators to disposal.

Full Members shall have the right:

- (i) to approve or reject any application for Membership.
- (ii) to suspend or remove from Full Membership or Associate Membership any Full Members or Associate Member who in the unanimous view of all other Full Members neglects to comply with his obligations under the constitution of the **MFAIC**.

Each Full Member shall appoint an individual to represent it and vote on its behalf at **MFAIC** meetings.

Except as otherwise provided by this constitution, all decisions of **MFAIC** shall be taken by majority vote of the Full Members, from time to time; present at a **MFAIC** meeting with each Full Member having one vote. In the case of an equality of votes the Chairman shall have a casting vote.

2.1.1 The fee shall consist of the Associate Membership fee, currently INR 50,000 p.a., plus 1 lakh admission fee.

2.1.2 For members with a capacity less than 4,000 MW = INR 5 lakh p.a.

2.1.3 For Members with a capacity from 4,000 MW and upto 6,000 MW = INR 7 lakh p.a.

2.1.4 For members with a capacity from 6,000 MW and above = INR 15 lakh p.a.

2.2 Associate Membership

Any organization having an activity connected with Quality Ash and whose affiliation is judged favourable to the interests of the **MFAIC** may be appointed an Associate Member but shall not be entitled to vote.

Associate Members, also listed in Appendix A, agree to the conditions of Associate Membership of the **MFAIC** as follow.

Associate Members shall be entitled to:

- (i) attend meetings of the **MFAIC**
- (ii) receive a copy of the Constitution, minutes of meetings, annual audited accounts and reports of the **MFAIC**.

3. Members Fees

Upon admission to membership, any Member shall pay to the **MFAIC** such admission fee as determined from time to time by the unanimous vote of all the Full Members.

The annual fee for Associate Members will be INR 50.000 and may be changed from time to time by the unanimous vote of all the Full Members.

All fees of the initial Members shall fall due on joining and afterwards on the yearly anniversary of the joining date. Fees may be paid on an equal monthly basis by Members within one month of request by the **MFAIC**.

MFAIC is authorized to hold a bank account to enable it to fulfill its objectives.

4. Meetings and Committees

Meetings of the **MFAIC** shall be held at least quarterly.

At an Annual General Meeting, the first of which is to be held on 1st March and in subsequent years on 1st March of each year, the MFAIC shall at its discretion elect a Chairman, A Vice Chairman, a Secretary, a Treasurer and other such honorary officers as **MFAIC** shall decide.

The position of Chairman shall be held on an annual rotational basis for Full Members. Other officers shall hold office for one calendar year and shall be eligible for re-election. The Chairman for the first year shall be Mr. Georg Dirk, Chairman and Director of Dirk India Private Limited.

The Full Members shall establish the terms of reference for any working Committees as they may determine necessary and also receive back regular reports of the acts and proceedings of such committees.

The conclusion or decisions made by working committees must be approved by the Full Members of the **MFAIC** before publication or dissemination. The Chairman may at his discretion call a meeting of the

MFAIC at any time. The Secretary shall call a meeting of the **MFAIC** (giving the reason) within 21 days of a written request to do so by two Full Members.

5. Funding of Activities

The annual budget is to be formally agreed by the unanimous vote of all the Full Members at the Annual Meeting. All activities, unless otherwise agreed, will be funded through the subscription and other income.

Nothing in this constitution shall prevent any Members from pursuing independent activities.

Where an activity is not unanimously agreed as being of benefit to all Full Members but it is unanimously agreed by all Full Members that the activity should come under the auspices of **MFAIC**, the activity will be funded separately by those participating members on an equitable basis.

6. Termination

7. Any Member may withdraw from the **MFAIC** by giving six months written notice and their reasons for withdrawal.

Members shall remain liable for the previously agreed share of **MFAIC** costs for the whole of any year during which they have been a Member of **MFAIC**.

Termination of **MFAIC** shall be subject to the unanimous vote of all the Full Members. After settlement of all liabilities of the **MFAIC** the remaining assets shall be distributed among its members in proportion to the total sums paid by each of them in preceding years.

Rules of Membership

Full Membership

Full members agree to the rules, set out hereafter, of full membership of the **MFAIC**.

The acceptance of any application for full membership shall require the unanimous approval of all the existing full members (such approval not to be unreasonably withheld or delayed).

Applications shall be made in writing using the application form available giving details of their position within the coal fly ash industry, e.g. coal fired electricity generation capacity and other non commercial relevant information.

Applications may be required to give a verbal presentation to the members of the executive committee.

Full members shall be total Ash Managers – organizations who had management control of the ash produced from an operating power station from precipitators to disposal.

Full members shall have the right:

- To approve or reject any application for membership
- To suspend or remove from full membership or associate membership any full member or associate member who in the unanimous view of all other full members neglects to comply with his obligations under the constitution of the **MFAIC**.
- To all entitlements of Associate Members.

Each full member shall appoint an individual to represent it and vote on its behalf at **MFAIC** meetings.

Except as otherwise provided by these rules, all decision of **MFAIC** shall be taken by majority vote of the full members, from time to time; present at a **MFAIC** meeting with each full member having one vote. In the case of an equality of votes, the Chairman shall have a casting vote.

Associate Membership

Any organization having an activity connected with the products and whose affiliation is judged favourable to the interests of the **MFAIC** may be appointed an associate member but shall not be entitled to vote.

Applications shall be made in writing using the application form available giving details of their position within the coal fly ash industry.

Applications may be required to give a verbal presentation to the members of the executive committee.

Associate members shall be entitled to:

- Attend meetings of the **MFAIC**.
- Receive a copy of the Constitution, minutes of meeting, annual audited accounts and reports of the **MFAIC**.

Appeals against Rejection of Membership Application

Any member whose applications have been rejected may appeal against the decision in writing to the Chairman of the **MFAIC**.

The Chairman shall obtain and instruct full members representative who was NOT involved with the original decision to:

- Form a review committee
- This committee shall review the procedures carried by the executive committee for compliance with these rules.
- The committee shall take representations from the application ascertaining their reasons for applying to the members and their appeal.
- The committee shall review the information and decide whether the appeal has been successful or not.
- The decision of this committee is binding, full, and final.

Members Fees

Upon admission to membership, any member shall pay to the **MFAIC** such admission fee as determined from time to time by the unanimous vote of all the Full Members.

The **MFAIC** financial year is from 1st April to 31st March.

The Annual Associate Members Fee (AMF) will be fixed fee that may be changed from time to time by the unanimous vote of all the full members. AMF's are due annually as a single payment on 1st August.

Associate Members joining after 1st August shall be charged 50% of the annual fee.

The annual fee for full members will comprise a fixed sum and a variable sum based upon a proportion of the balance of the approved annual cost after full membership and associated membership fixed fees have been taken into account.

MFAIC is authorized to hold a bank account to enable it to fulfill its objectives.

Meetings and Committees

There are three committees within the **MFAIC**: Executive, Technical and Marketing and Promotion Committee.

Executive committee meetings of the **MFAIC** shall be held at least quarterly.

Executive meetings shall discuss constitutional matters and funding matters as defined below:

- At an annual general meeting in September of each year, the full members of the **MFAIC** shall at its discretion elect a Chairman, Vice Chairman, Secretary, Treasurer and other such honorary offices as **MFAIC** shall decide.
- The position of Chairman shall be held on an annual rotational basis by the full Members. Other officers shall hold office for one calendar year and shall be eligible for re-election.
- The full members shall establish the terms of reference for any working committee as they may determine necessary and receive back regular reports of the acts and proceedings of such committees.
- The conclusion of decisions made by working committees must be approved by the full members of the **MFAIC** before publication or dissemination. The Chairman may, at his discretion, call a meeting of the **MFAIC** at any time. The Secretary shall call a meeting of the **MFAIC** (giving the reason) within 21 days of a written request to do so by two full members.
- The quorum of a **MFAIC** meeting shall be at least half the full members or if there number is uneven then the number nearest to and greater than half or other such number determined from time to time by a unanimous vote of all the full members.
- The annual budget is to be formally agreed by the unanimous vote of all the full members at the annual general meeting.
- All activities, unless otherwise agreed, will be funded as part of the approved budget of the **MFAIC**. Where activities are funded through approved Environmental Bodies, individual members will pay the costs as part of the approved budget and seek appropriate rebates independently.

Technical committee meeting shall be held on a regular basis at approximately six weekly intervals:

- To discuss and agree projects supporting research and development of the products supported by the **MFAIC**. Proposals for such projects are forwarded to the Executive Committee for funding methods and approval as above.

- To discuss and agree developments and technical policy in the Indian standardization committees and research project steering committees the **MFAIC** attends.
- To formulate technical policy of the **MFAIC** .

Marketing and Promotion Committee:

- To formulate promotional policy of the **MFAIC** including methods of disseminating information e.g. brochures, internet, display stands etc.,
- To decide on which events, seminars, exhibitions the **MFAIC** should attend.
- To organize seminars, conferences as agreed by the Executive Committee.

Nothing in these rules shall prevent any member from pursuing independent activities.

Where an activity is not unanimously agreed as being of benefit to all the full members but it is unanimously agreed by all full members that the activity should come under the auspices of the **MFAIC**, the activity will be funded separately by those participating members on an equitable basis.

Compliance with Competition Law

The conduct of all **MFAIC** meeting shall be such that only those topics as described above shall be discussed.

Members representatives shall not discuss either during or outside MFAIC meetings aspect of the supply, price, contract details, or any subject that may be encompassed by competition law.

Any discussion or action that occurs during a **MFAIC** meeting that the Chairman or any **MFAIC** employee or representative present believes may infringe the competition law the discussion shall be brought to the attention of the Chairman and stopped. The circumstances and the nature of the discussion shall be recorded in the minutes of the meeting.

All members representatives undertake to comply with the requirements of the competition law when attending MFAIC meetings, whether during the meeting or outside the meeting, e.g. either pre or post meeting, during lunch or coffee breaks etc.,

The **MFAIC** does not collect statistics relating to the cost, supply, availability, pricing indices or any commercial indices for the products.

The **MFAIC** does collect statistics on the utilization of the products, subject to the unanimous agreement of the full members.

- These data are collected on an annual basis and will only be made available after at least six months after the end of the period concerned.
- These are collated by the Technical Officer and present as agglomerated utilization data for India
- The individual members data or subsets of the agglomerated data shall be kept confidential to the Technical Officer of the **MFAIC**.
- Only upon receipt of data from at least 80% of the full members shall these agglomerated data be deemed suitable for dissemination.

Termination

Any member may withdraw from the **MFAIC** by giving six months written notice and their reasons for withdrawal.

Resigning members shall remain liable for their previously agreed share of the MFAIC costs for the whole of the **MFAIC** financial year during which they have been a member of the **MFAIC**.

Resigning members shall not be entitled to assets after the financial year in which they resigned.

Termination of **MFAIC** shall be subject to the unanimous vote of all the full members. After settlement of all liabilities of the **MFAIC** the remaining assets shall be distributed among its members in proportion to the total sums paid by each of them in preceding years.

Conduct of Employees and Representative of the MFAIC

The **MFAIC** does collect statistics on the utilization of the products, subject to the unanimous agreement of the full members.

- These data are collected on an annual basis and will only be made available after at least six months after the end of the period concerned.
- These are collated by the Technical Officer and present as agglomerated utilization data for India.
- The individual members data or subsets of the agglomerated data shall be kept confidential to the Technical Officer.
- Only upon receipt of data from at least four full members shall these agglomerated data be deemed suitable for dissemination.

The employee or sub-contract consultant shall immediately report to the Chairman or Technical Officer, any proposal made by an Member or Representatives of another body, e.g. other associations, companies, etc., that may infringe the requirements of the constitution, rule of membership or competition law.

The Chairman or Technical Officer shall investigate these claims and prepare a full report. This report shall be kept on file as a permanent record for a period of 10 years.

Should the Chairman or Technical Officer consider the proposal to be more than an inadvertent error, the officer of Fair Trading shall be advised of the circumstances and details of the action proposed.

Conduct of Meetings

The conduct of all **MFAIC** meetings shall be such that only those topics as described in the **MFAIC** rules of membership shall be discussed.

Employee or representatives shall advise members they shall not discuss either during or outside of **MFAIC** meetings, aspects of the supply, price,

contract details, or any subject that may be encompassed by competition law.

Any discussion or action that occurs during a **MFAIC** meeting at which **MFAIC** employee or sub-contract consultant is present which he or she believes may infringe the competition law shall be brought to the attention of the Chairman. The Chairman shall stop any such discussion immediately. The circumstances and the nature of the discussion shall be recorded in the minutes of the meeting.

The employee or sub-contract consultant shall make it clear that all members representatives undertake to comply with the requirements of the competition law by their presence at any **MFAIC** meeting. This includes during the meeting or outside the meeting, e.g. either pre or post meeting, during lunch or coffee breaks etc.,

Inadvertent infringements of the competition law may occur that the employee or sub-contract consultant should be aware:

- The taking of business telephone calls in the presence of other members should be avoided.
- Exhibitors and Seminars are for the purpose of promoting the MFAIC and the usage of PFA, Fly Ash, Furnace Bottom Ash and Cenospheres. Members should not conduct business transactions in the presence of other members.
- Confidential information provided by members to the employee or sub-contract consultant shall remain confidential. Such information shall only be disseminated in an agglomerated form. This shall be in such a form as not allow any member to calculate sales or marketing information of any other member.

List of Members.

Full Members

Name	Address	Telephone/fax	Contact:
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