



Background Document- Proposal for Affiliated Membership Agreements

Subject: Proposal for Tailored Partnership & Affiliated Membership Agreements

Objective of the proposal

The proposal for the establishment of Tailored Partnership Agreements responds to the need to avoid constant updating of the IPIFF Statutes, which is a timely and costly procedure. For a more flexible and efficient solution than revising the core statutes for each new member type.

I. Advantages of Using Partnership Agreements

- **Flexibility:** Statutes (or Articles of Association) are the constitutional documents of an organization. Changing them typically requires a vote by the general assembly, legal review, and registration with authorities—a slow and rigid process. Partnership agreements are contractual and can be tailored, negotiated, and updated by the board or secretariat with relative ease.
- **Tailored Value Proposition:** An EU producer, a chamber of commerce from China, or a multinational feed company have different needs, resources, and capabilities. A one-size-fits-all fee and benefit structure rarely work.
- **Agreements allow you to define:**
 - **Fee Level:** Can be based on turnover, production volume, number of represented companies, or GDP of the country for chambers.
 - **Payment Structure:** Can be tiered, include in-kind contributions (e.g., hosting an event), or be project-based.
 - **Specific Benefits:** Access to certain working groups, a defined number of consultations per year, branding rights, tailored regulatory updates for their region.
- **Preservation of Core Governance:** The statutes can remain focused on defining the core voting members (like the EU producers). Partnership agreements allow you to engage non-EU and non-producer entities without diluting the voting rights or core governance structure of the founding members. This is crucial for maintaining IPIFF's primary mission as an EU-focused lobby group.
- **Strategic Scalability:** This model allows IPIFF to build a global network of partners without being constrained by its statutory purpose. It can test relationships and adjust terms without constant statutory amendments.

II. Potential Structure for Membership Tiers:

Propose and conceptualize it as a multi-tiered structure, with the core statutory membership at the top.

1. **Statutory Members:** Ordinary, Common Associated, Knowledge Sharing and Observer Members (Statutory): As currently defined in the IPIFF Statutes.
2. **Affiliated Members (Via Agreement):** For non-EU producer associations and chambers of commerce.
- **Agreement Focus:** Knowledge exchange & market intelligence. They gain limited access to IPIFF's EU regulatory insights, can participate in specific technical committees (non-voting),



and receive support in developing their own national standards aligned with EU frameworks.

3. **Strategic / Institutional Partners (Via Agreement):** For large feed companies, food manufacturers, research consortia, or international NGOs based anywhere.
 - **Agreement Focus:** Project-based collaboration, joint advocacy on specific dossiers (e.g., global Codex Alimentarius standards), and supply chain development.
 - **Fee Basis:** Often higher, potentially tied to specific joint initiatives or sponsorship of activities.

III. Key Considerations for Implementation:

- **Clear Delineation:** The statutes must explicitly allow the board to create such categories and enter into these agreements. A brief, enabling clause is usually sufficient (*e.g., "The Board may create categories of non-voting affiliated partners and determine their rights and obligations through separate agreements"*).
- **Alignment with Mission:** Any partnership must clearly serve IPIFF's strategic goals—expanding the global market for insects, harmonizing standards, or strengthening its voice with EU institutions by demonstrating global relevance.
- **Non-Dilution Principle:** Be explicit in agreements that partnership does not confer voting rights on statutory matters concerning the EU association's governance.
- **Brand Management:** Have clear guidelines on how partners can use the IPIFF logo and refer to the relationship.
- **Reciprocity:** Define what the partner brings to IPIFF (e.g., market data from Asia, advocacy support in their region).

IV. Conclusion

Revising the statutes is neither necessary nor advisable for this purpose. The contractual approach via Partnership Agreements is the professional standard for addressing exactly the scenario you describe. It allows IPIFF to:

- Remain an EU-focused industry association at its core.
- Build a powerful, global network of allied organizations.
- Create a sustainable and diversified revenue stream.
- Tailor engagements to the specific value each partner brings.

This path offers maximum strategic flexibility while maintaining institutional stability. The next step would be to draft a model "Affiliate Membership Agreement" or "Strategic Partnership Framework" for board approval, which then serves as a template for engaging with the diverse potential members you've identified.