

Bylaws

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Verein Deutsch-Drahthaar e. V.

Established 1902

# **Verein Deutsch-Drahthaar e.V.**

## **Bylaws**

**Revised as of: 17 March 2012**

### **§ 1 Name, Location of Headquarters, Membership of the VDD e. V. In National and International Federations, Fiscal Year**

- 1) The club goes by the name, "Verein Deutsch-Drahthaar e. V.," [Deutsch-Drahthaar Club] and is hereinafter referred to as "VDD".
- 2) The club is headquartered in 24211 Honigsee, Germany; the club is registered under VR 911 PL in the Register of Associations with the appropriate District Court [Amtsgericht] in 24105 Kiel.
- 3) Any natural person who is prepared to support the purpose of the club (§ 2) may become a member of the club.
- 4) The VDD and its groups are members of the Verband für das Deutsche Hundewesen e. V. (VDH) [German Dog Association] and of the Jagdgebrauchshundverband e. V. (JGHV) [Working Hunting Dog Association].

The VDD is a member of the "Deutsch-Drahthaar-Weltverband e. V." (DD-WV. e. V.) [Deutsch-Drahthaar World Association].

The VDD recognizes the agreement between the VDH and the JGHV and declares itself bound by this agreement. The agreement is part of these bylaws, and is attached to the bylaws as Attachment 1.

The VDD recognizes the bylaws of the JGHV and the VDH. The provisions of the JGHV bylaws regarding the JGHV disciplinary committee, association tribunal, disciplinary requirements and association tribunal regulations [Verbandsgerichtsordnung] are all binding on the VDD, its groups, and every member of the VDD. The respective and currently valid provisions are available for down-loading from the JGHV website.

- 5) The fiscal year is the calendar year.

### **§ 2 Purpose of the Club, Breeding Rules, Test Regulations**

- 1) The purpose of the club is to foster the breeding of Deutsch-Drahthaars, and the handling and testing of Drahthaar pointers for versatile hunting use to ensure sportsmanlike hunting practices (as defined in the provisions of hunting law and the bylaws of the Deutscher Jagdschutzverband [association for the preservation of hunting]).

- 2) The club solely and directly pursues non-profit objectives as defined in the section of the [German] Tax Code on "tax-privileged activities".
  - a) The club engages in altruistic activities. It does not engage primarily in for-profit activities. The resources of the club may only be used for purposes that conform to the bylaws.
  - b) Members do not receive shares of [any] earnings, nor do they receive any other gains from the club's resources in their capacity as members. Furthermore, no person may benefit from disbursements that are contrary to the legal purpose of the club, or from disproportionately high reimbursement. All holders of club offices serve in an honorary capacity.
- 3) Breeding matters are governed by the breeding rules of the VDD e. V. Tests are performed in accordance with the provisions of the VDH and JGHV test regulations insofar as no separate test regulations are in effect.

### **§ 3 Structure of the Club**

- 1) The club is composed of groups within and outside of the Federal Republic of Germany. They are designated "Verein Deutsch-Drahthaar e. V. / Group ...".
- 2) Clubs from abroad can, upon request, be affiliated with the VDD e.V. as associated groups.
  - a) They must be willing to recognize the bylaws of the VDD e.V. and, for breeding, the Breeding Rules of the VDD e.V., and if they are also committed to organize tests in accordance with the test regulations in effect in the VDD e.V., or equivalent tests.
  - b) The specific details shall be governed in an Association Agreement that the Executive Committee enters into in writing with the foreign club and that takes effect once it has been approved by the Board of Directors.
  - c) The associated group has a consultative voice in the Board of Directors. On the Board of Directors, the group is represented by its chairperson or by an agent authorized by him in writing. Membership rights and obligations cannot be substantiated by the Association Agreement.

### **§ 4 Establishment and Dissolution of Groups**

- 1) The establishment of new groups is subject to the approval of the Board of Directors, following written consultation with the neighboring groups and an opinion from the Executive Committee. Applications to establish a new group must be submitted through the VDD business office to the Executive Committee. The decision requires a 2/3 majority vote. The newly founded group becomes independent at the beginning of the next fiscal year.

- 2) A group can be dissolved by a 2/3 majority decision of the Board of Directors if the group
  - a) contravenes the provisions of the bylaws of the VDD despite remonstrations by the Executive Committee,
  - b) damages the reputation of the VDD through its behavior, or deprecates the principles represented by the VDD,
  - c) despite reminders with due dates, fails to forward to the VDD business office the dues contributions and expense reimbursements owed to the VDD.
- 3) On the date of dissolution, the assets of the group devolve upon the VDD e. V.

### **§ 5 Duties of the Groups**

- 1) In fulfillment of their duties per § 2, the groups are independent entities. The decisions taken by the executive bodies of the VDD e. V. are binding on them in their internal and external relationships. In matters of hunting law, hunting policy, and hunting dog husbandry within a German State, the groups that are active in the State in question must confer with one another and reach a decision, with the mediation of the Executive Committee if necessary.
- 2) The groups are bound by the bylaws of the VDD and cannot establish separate bylaws, although they may adopt their own rules of procedure. Rules of procedure must be approved by simple majority vote by the group's membership meeting.
- 3) The members pay to the groups the dues that help finance shipment of the DD Blätter [DD notes]. The groups forward to the VDD treasury the dues contributions owed to the VDD in the amount of 80% of the total sum by May 31, and 20% no later than August 31 of the fiscal year. Final accounting is done at the end of the fiscal year. Membership status reports must be received by the business office by December 15 of the fiscal year.
- 4)
  - a) Each group must conduct a general meeting at least once per year. The meeting should take place early enough that the wishes of the majority of the group can be represented by the group's delegates at the meeting of the Board of Directors and at the general meeting of the VDD. The provisions in the present bylaws governing the general meeting shall be applied correspondingly to the conduct of group general meetings.
  - b) Members of the Executive Committee may participate in the regular general meetings of the groups in an advisory capacity, make statements and participate in the discussion.
- 5) Written minutes must be taken of the meeting within one month, and sent to the business office of the VDD as well as the editor of the DD-Blätter for publication.

## **§ 6 Group Leadership**

- 1) Leadership of each group is the responsibility of a board that is elected at the annual general meeting by a simple majority of the valid votes cast; abstentions are not taken into account.
- 2) The board must consist of at least one chairperson, the vice chairperson, the treasurer and the breed warden. The provisions of § 11 regarding the selection and duties of the Executive Committee shall be applied correspondingly.
- 3) The chairperson represents his group to the outside world. For internal matters, the personal liability of the chairperson is limited to tort claims insofar as wrongful intent can be proven. In all other cases, the club bears exclusive liability for internal matters.
- 4) The breed warden of a group must be reported by the group's board to the Executive Committee via the chief breed warden of the VDD and confirmed by the Executive Committee.
- 5) It is permissible for individuals on the board of a group to perform multiple functions. The board, however, must consist of at least four individuals.

## **§ 7 Admission of Members**

- 1) Admission is initiated by the group to which the member applies in writing.
- 2) New admissions, including a full mailing address, must be reported by the group to the Business Manager of the VDD, who arranges for the club newsletter to be sent, prepares the membership cards and sends these together with the Bylaws and Breeding Regulations to the respective groups for further distribution to their members.
- 3) Admissions are effected by the business office on the last day of the month. This is the day on which the new member is admitted.
- 4) Upon admission, new member acknowledges the club provisions and commits to promote the aims of the club.
- 5) The names of new members are published in the next DD- Blatt whenever possible.
- 6) Objections to a new admission must be addressed to the Business Manager of the VDD within one month of publication in the DD-Blätter and must include the name and reasons in writing.
- 7) The decision on the objection is made by the Executive Committee. If the objection is upheld, the member leaves the VDD. He or she and the group must be informed in writing of the decision. Any prepaid dues must be refunded. A statement substantiating the decision is not necessary. The person who raised the objection is informed of the results of the objection. If no objection is raised within one month of publication of the new admission and if annual dues and, where applicable, admission fees, have been paid, the member has a right to vote.

## **§ 8 Members' Duties, Membership Dues**

- 1) Every member is required to foster the aims of the VDD to the extent of his or her capabilities, support the boards in the performance of their duties, and conscientiously carry out club offices entrusted to them.
- 2) Membership in more than one group is prohibited. Social membership without voting rights in more than one group is permissible.
- 3) By March 1 of each year, members must pay their membership dues in a single payment to the group of which they are a member.
- 4) New members must pay full dues for the current fiscal year, regardless of when they became members.
- 5) New members under 25 years of age without regular income and living in the same family household where at least one parent is a VDD member, shall – upon request – pay half the annual membership dues as long as their status remains unchanged. They shall not receive the DD-Blatt. The respective groups confirm with the annual report of their member numbers that the status of these members remained unchanged.
- 6) Groups may, at their own discretion, charge an admission fee when a member is admitted; this fee is not to exceed three times the amount of the annual dues. The groups are likewise entitled to levy assessments for the financing of special purposes as long as this has been approved at the group's general meeting by the majority of members present. This approval is valid for one year. The assessment may not exceed the equivalent of one half of the annual dues. The group must inform the VDD business office of the purpose and amount of the assessment prior to levying it.

## **§ 9 Resignation, Transfer Between Groups, Termination of Membership**

- 1) Membership is terminated through death, resignation, or expulsion § 20, Section 4a and § 20, Section 5). Termination of membership brings about the loss of all club offices held by the member in question.
- 2) Resignations must be tendered by November 15, in writing, to the group to which the member belongs. All resignations take effect at the close of the fiscal year. The obligation to pay dues continues in force until the resignation takes effect.
- 3) By November 15, a member must inform the group to which he belongs of his intent to transfer to another group. The group that is being left informs the VDD business office of the intended transfer as soon as it has been informed of such intent. The VDD business office shall ask the destination group whether it consents to the transfer. The transfer takes effect at the start of the new fiscal year.

## **§ 10 Executive Bodies and Institutions of the Club**

The executive bodies of the club are:

- a) the Executive Committee
- b) the Board of Directors
- c) the General Meeting

The institution of the club is the studbook office.

### **§ 11 The Executive Committee**

The board is composed of the Executive Committee and the Board of Directors.

1) The Executive Committee is comprised of:

- a) the chairperson
- b) the vice-chairperson
- c) the business manager - who also keeps the minutes
- d) the treasurer
- e) the chief breed warden
- f) the editor of the DD-Blätter.

2) Only members of the club may be elected as members of the board.

3) The board as defined by § 26 of the German Civil Code [BGB] is composed solely of the chairperson and the vice-chairperson. Each of them is an authorized representative. In internal matters, however, the vice-chairperson may only act if the chairperson is unable to.

4) The tasks of the treasurer can also be assigned to the business manager by decision of the general meeting.

5) The general meeting can add associate members with voting rights to the Executive Committee.

6) The Executive Committee is elected for four-year terms by the general meeting by the majority of votes cast. Reelection is permissible. The current incumbents remain in office until the new elections. The chairperson and the vice chairperson must be elected by secret ballot. The remaining officers may also be elected by open vote if this election procedure is unanimously approved.

- 7) The chairperson, the vice-chairperson and the head breed warden are members of the JGHV Extended Executive Committee. Additional members are elected by vote of the VDD General Meeting.
- 8) If a member of the Executive Committee becomes unable to serve during his or her term of office, election of a substitute to serve the remainder of the term takes place at the next annual meeting. The Executive Committee can appoint a substitute member or assign the specialty duties to another member of the Executive Committee until the election takes place. The Board of Directors must be notified of any such measure without delay.
- 9) The Executive Committee is responsible for all affairs of the club that are not assigned to other executive bodies of the club by the bylaws. Specifically, it has the following duties:
  - a) Arranging and convening the general meeting and the breed warden meeting as well as preparing the agendas;
  - b) Executing the decisions of the general meeting;
  - c) Preparing the annual report;
  - d) Making decisions on disciplinary action against members.
  - e) Keeping the groups informed and maintaining contact with them;
  - f) Convening commissions and committees;
  - g) Recommending candidates for the office of chief breed warden;
  - h) Confirming group breed wardens;
  - i) Appointing studbook keeping;
  - j) Designating an organizer for organizing the Hegewald.
- 10) In especially urgent cases, the Executive Committee can make temporary provisions which it must communicate at the earliest opportunity to the executive bodies which are actually responsible and provide the reasoning therefor.
- 11) Decisions of the Executive Committee require the participation of at least three of its members, among whom must be the chairperson or the vice-chairperson, and the member of the Executive Committee whose specialty is involved. In exceptional circumstances, a representative explicitly authorized and empowered by the specialist member who is unable to participate may participate in decisions of the Executive Committee.
- 12) Decisions of the Executive Committee are passed with a simple majority. In the event of a tie, the chairperson casts the deciding vote. For decisions made through a written procedure, the handwritten signatures of all members participating in the vote are required.



- 13) Minutes must be taken of the meetings of the Executive Committee, and the minutes must include the decisions made and the results of voting. The minutes must be signed by the chairperson of the meeting and the secretary. The minutes shall be sent to the members of the Executive Committee.
- 14) The members of the Executive Committee and any associate members and representatives perform their duties on an honorary basis, with reimbursement of the necessary expenditures and reimbursement for the predetermined travel expenses and costs. Reimbursement can be granted to them by decision of the Board of Directors.

## **§ 12 Board of Directors**

- 1) The Board of Directors consists of the Executive Committee, the chairpersons of the DD groups, or the vice chairpersons, the senior breed judge and the senior performance judge.
- 2) The Board of Directors holds meetings under the leadership of the chairperson, or in the chairperson's absence under the leadership of the vice-chairperson. If the vice-chairperson is likewise unable to attend, leadership is to be assigned to another member of the Executive Committee. The Board of Directors is competent to make decisions regardless of the number of members present, as long as the notice of the meeting and the agenda were sent to the members at least two weeks prior to the date of the meeting; the postmark date is the basis for calculating this period.
- 3) Decisions are passed with a simple majority of the valid votes cast. This shall not apply to § 4 Section 1 and § 4 Section 2. Each member of the Board of Directors has one vote. In the event of a tie, a motion fails; abstentions are not taken into account.
- 4) The Board of Directors makes arrangements for the general meeting, and makes decisions on permitting the establishment of new groups and the dissolution of existing groups. It makes final decisions on the expulsion of members. The Board proposes to the general membership for approval the senior breed judge and the senior performance judge. It prepares draft resolutions for the general meeting which require a unified position with respect to the outside world on the part of the VDD, and which are binding on all groups in their relationships with the outside world. These draft resolutions require approval in accordance with Paragraph 3 above.
- 5) Minutes must be taken of the meetings of the Board of Directors, and the minutes must include the decisions and the results of voting. The minutes must be signed by the chairperson of the meeting and the secretary. A list of attendance must be kept.
- 6) The provisions of § 11 Par. 14 apply for the reimbursement of necessary cash expenses and compensation for travel expenses. If the meetings of the Board of Directors take place in conjunction with a general meeting, a breed warden meeting, a Hegewald breeding test or another event of the VDD, the chairpersons of the group or their authorized representatives receive the appropriate reimbursement from their group's treasury.

### **§ 13 The Breed Warden Meeting**

- 1) The breed warden meeting consists of the breed wardens and the members of the board of directors.
- 2) The breed warden meeting has the following responsibilities:
  - a) Consult on all issues relevant to breeding, and prepare respective decisions, rules and regulations.
  - b) Prepare proposals ready to be submitted to the board of directors for decision and for a vote by the general meeting. This applies in particular to changes in the breed standards, to the breeding regulations and the regulations on breed judgeship and breed shows.
  - c) Facilitate information exchange among breed wardens and provide continued education to breed wardens.
- 3) The head breed warden is chairperson of the breed warden meeting.
- 4) Minutes must be taken of the breed warden meeting. These minutes are published in the DD-Blätter.

### **§ 14 The General Meeting**

- 1) The general meeting is the club's highest decision-making body. It decides all club matters that are not expressly delegated to other decision-making bodies of the club. Each year, one general meeting must be held as the annual general meeting. If at all possible, it should be held the day before the annual general meeting of the JGHV and in close proximity, but always before May 15 of each year.
- 2) An extraordinary general meeting can be called by a decision of the Executive Committee or by a 2/3-majority decision of the Board of Directors.
- 3) Notice of the general meeting must be published in the DD-Blätter no later than four weeks prior to the date of the meeting, and must include the date and time, location and agenda.
- 4) The general meeting is conducted by the chairperson or the vice-chairperson if the chairperson is unable to attend, or, in the event that the vice-chairperson is also unable to attend, by another member of the Executive Committee. If no member of the Executive Committee is present, the meeting selects the chair for the meeting. For elections, conduct of the meeting must be delegated to an election official for the duration of the voting process and the preceding discussion.
- 5) The business of the general meeting includes the following specific items:
  - a) election of the executive committee
  - b) election of the members to be delegated to the JGHV and to other organizations, except the members designated in § 11 Para.7

- c) selection of two each auditors for the main treasury and the breed registry. One each of these auditors will be newly elected each year.
- d) confirmation of the senior breed judge and the senior performance judge as recommended by the Board of Directors, for a period of four years
- e) decision on formal approval of the Executive Committee and the studbook office after receipt of the financial and business reports
- f) decisions on draft budgets
- g) setting of dues and fees
- h) decisions on breeding and registration provisions
- i) decisions on changes to the bylaws and breeding rules
- j) decisions on club events
- k) decisions on expulsion of a member of the Executive Committee
- l) decisions on dissolution of the club, and decisions on the removal of an executive committee member.

### **§ 15 Motions and Voting Procedure in Membership Meetings**

- 1) a) In the general meeting, each member has one vote. Members not present at the meeting are considered to be represented by the chairperson of their group or by a member of the executive committee who was authorized in writing to represent in accordance with § 11(1).  
  
b) Each group representative may not have more than 1,000 votes even if his group has more members.  
  
c) At the start of the general meeting, it is necessary to ascertain which members wish to personally exercise their right to vote; the number of votes of the groups to which such members belong must be reduced by these votes. The vote counts thus changed must be announced to the general meeting prior to the start of voting.
- 2) A general meeting that has been convened duly and properly is competent to make decisions [constitutes a quorum] regardless of the number of members present or represented.
- 3) a) Motions for the general meeting must be sent in writing through the group's board of directors to the business office the VDD by November 1<sup>st</sup> of each year prior to the General Meeting. Motions must be published in the DD Blätter. Only timely motions will be considered for voting. During the

course of the general meeting, where qualified motions are discussed, additional motions relating to these motions may be submitted for consideration.

b) The Executive Committee and the Board of Directors can make privileged motions during the meeting, which require a 2/3 majority of the votes cast for approval; abstentions are not taken into account.

c) Motions that are introduced for the first time during the general meeting (exception in §15, Para. 3b above) cannot be considered if 1/4 of the members present object to their consideration.

d) Motions to change the bylaws, the club's existing rules and regulations, or the amount of dues can only be considered when the text of the proposed changes has been provided to the members.

4) a) Decisions of the general meeting are passed by a simple majority of the valid votes cast; abstentions are not taken into account. In the event of a tie, the motion fails.

b) Decisions regarding changes to the bylaws require a 2/3 majority of the votes cast and the dissolution of the club a 3/4 majority.

c) Decisions which require a unified position with respect to the outside world on the part of the VDD, and which are binding on all groups in their relationships with the outside world, (motions by the Board of Directors in accordance with § 12 Para. 4) require a 3/4 majority of the valid votes cast.

d) Voting is done by show of hands. If a member requests, a secret ballot must be taken. This does not apply to votes in accordance with § 11(6).

5) Minutes must be taken of the general meeting which record the course of the meeting, taking into account all items of the agenda, and must include the motions presented, the decisions taken, the results of votes, and the location, time and duration of the meeting. An attendance roster must be kept. When the bylaws or existing rules and regulations are changed, the precise wording of the changes must be stated. The minutes of the meeting must be signed by the recording secretary, as a rule the business manager of the VDD, or another member if he or she is unable to attend, and the chair of the meeting. The minutes must be published in the DD-Blätter as soon as possible.

## **§ 16 Studbook – Studbook Keeping**

1) The VDD keeps, in the studbook office, a studbook and pertinent indexes and records under the control of the chief breed warden.

2) The keeping of the studbook is appointed by the Executive Committee. Further details are governed by an agreement to be concluded in writing between the Executive Committee and the keeping of the studbook.

## **§ 17 The Assets of the Club**

The assets of the club may only be used for purposes in compliance with the bylaws. The club may not benefit any persons through expenditures that are foreign to the purpose of the club.

When determining reimbursement amounts, the principle of proportionality must be considered. Members do not receive any shares of profits or any other material or capital assets from the club's assets, even when leaving the club.

## **§ 18 Loyalty Awards**

- 1) The silver club symbol is awarded for 25 years of membership in the VDD, and the gold club symbol is awarded for 40 years of membership.
- 2) Special pins are given for 50, 60 and 70 years of membership.
- 3) Members who have belonged to the VDD for at least 45 years, and members who are seventy-five years of age and have belonged to the VDD for at least 35 years, can be designated honorary members. They are exempted from the payment of dues and receive the DD-Blätter at no charge.

## **§ 19 Merit Awards**

- 1) The silver club symbol and the silver Hegewald needle can be awarded as a merit award for special services to the VDD or to the breeding or handling of Drahthaar pointers.
- 2) Members who have performed outstanding services for the VDD can be awarded the golden club symbol and the golden Hegewald needle as a merit award.
- 3) Merit awards may also be conferred upon nonmembers if they have performed outstanding services in hunting dog husbandry in accordance with the purpose and interests of the VDD e.V.
- 4) Members, who have belonged to the VDD for at least 25 years and have performed outstanding services for the club or in the field of working hunting dogs, can be nominated honorary members. They are exempt from the payment of dues and receive the DD-Blätter at no charge.
- 5) Extraordinary, exceptionally valuable services for the VDD can be honored by awarding the club statuette, the highest award of the VDD.
- 6) Motions to confer honors described in paragraphs 1 - 4 can be made by the group boards and the Executive Committee, and motions to confer honors described in paragraph 5 can be made by the Executive Committee. Motions for the award of merit awards must be substantiated in writing.

- 7) The Board of Directors decides on merit awards and honors at the recommendation of the Executive Committee.

## **§ 20 Disciplinary Actions Against Members, Warnings, Reprimands and Expulsion of Members**

- 1) a) In the event of violations of the bylaws of the VDD e.V. or of behavior that is detrimental to the club, a written warning may be issued by the Executive Committee. The group to which the member belongs shall be informed of the warning given.
- b) Alternatively, the Managing Board of Directors may impose a pecuniary fine of up to Euro 2,500.
- 2) Violations of the Breeding Rules of the VDD e.V. shall be punished in accordance with Article 34 of the Breeding Rules.
- 3) In the event of serious or repeated violations of the bylaws or the Breeding Rules of the VDD e.V., upon decision by the executive committee of a group, the VDD Board of Directors may resolve to issue a reprimand to a member. The reprimand shall be delivered in written form to the member through the group to which he belongs.
- 4) a) A member can be expelled upon initiative by the group if the member is in arrears with payment of his membership dues or assessment despite two written warnings. The expulsion may not take place until one month has elapsed since the second warning was sent and removal was threatened in this warning. The member should be informed of the expulsion by the group.
- b) Members who have been expelled due to non-payment of membership dues, or members who have terminated their membership, may become members again without loss of their regular membership years and without a new membership application, if they have paid all amounts in arrears, including any fees or charges, and if the expulsion has been in effect less than one year.
- 5) A member can be expelled from the VDD e.V. by decision of the Executive Committee, following a hearing with the board of the group to which the member belongs, if he or she culpably acts to the gross detriment of the club's interests. Prior to reaching its decision, the Executive Committee must provide the member with the opportunity to make a written statement. The Executive Committee's decision must be substantiated in writing and sent to the member. Within a period of one month after the decision is sent, the member may lodge an appeal of the decision with the Board of Directors. The Board of Directors makes a final decision on expulsion at its next meeting.

## **§ 21 Dissolution of the Club**

In case of dissolution of the VDD adopted by the general meeting with a 3/4 majority, the Club assets are transferred to the JGHV or if not possible to a recognized charity. This decision must be made together with the dissolution resolution.

## **§ 22 Other**

The provisions of the law apply in all other respects.

Adopted by the General Meeting on March, 17<sup>th</sup>, 2012 in Hofbieber-Langenbieber

[signature]  
Dirk Freiherr vom Eller-Eberstein  
Grabert  
First Chairperson of the VDD

[signature]  
Bernd  
Business Manager and Treasurer of the  
VDD

## **Attachment 1 Regarding § 1 Para. 4 of the Bylaws of the VDD e. V.**

### **Agreement**

In tribute to the independence of their associations, it is agreed between

the **Jagdgebrauchshundverband e. V. (JGHV)**,  
represented by its president, Werner Horstkötter,

and

the **Verband für das Deutsche Hundewesen (VDH) e. V.**,  
represented by its president, Christofer Habig,

that:

#### **I**

This Agreement supercedes the previous agreement between the parties concluded in Göttingen, Germany, on March 13<sup>th</sup>, 1993.

#### **II**

- In continued preservation of the division of responsibilities between their associations, the JGHV, in cooperation with the purebred dog associations for working hunting dogs in compliance with the bylaws, is specifically responsible for the testing of those dogs. The autonomy of the VDH member clubs to govern their breeding qualification process within the general guidelines of JGHV and VDH remains intact.  
The JGHV meets legislators' mandate of making dogs available that are usable for hunting. The breeding, training, testing and use of working hunting dogs are governed by the requirements of hunting activities.
- The VDH, as the umbrella organization of pure-bred breed clubs, working dog clubs and the VDH state associations, is responsible for the development and the protection of the German Dog Movement in all its functions. Included herein is every aspect of breeding of pure bred dogs that complies with the VDH Bylaws and VDH Breeding Regulations. Bylaws and breeding regulations are binding regulations for all VDH member clubs as a requirement of the VDH membership in FCI. The VDH represents the interests of its member clubs before the Fédération Cynologique Internationale (FCI), as well as those of the JGHV.

#### **III**

For the duration of this agreement, each of the two associations is an honorary member of the other association, without the obligation to pay dues and without the right to vote.

#### **IV**

Each of the associations declares that it is committed to cooperate on a basis of trust with each other in all fundamental matters regarding the dog movement, where the interests of both associations are involved. They further declare that they will support each other in areas of mutual interest. Judging from past experiences, each of the associations deems it necessary to



educate its own members and continually improve their knowledge in the mission of the other association. They further agree to coordinate PR activities in all areas of mutual interest.

## **V**

The VDH desires to adequately include in its program the aspects of the breeding of working hunting dogs that are required to fulfill versatile hunting activities. To that end, the VDH established a committee for the Hunting Dog Movement with JGHV participation. The committee has four (4) members and one chairperson. The committee members (and two deputies) each must be a member of one of the VDH clubs. These members are selected by JGHV which submits the proposal to the VDH Board of Directors for approval. The chairperson of the VDH Director of Hunting Dogs shall be the committee chairperson.

This committee is responsible for all matters pertaining to the hunting dog movement in as much as these may arise within breed clubs that have dual membership status in VDH and JGHV (with the exception of training and testing matters). The committee's responsibilities include the immediate attention to all breeding related matters within breed clubs of versatile hunting dogs when these matters pertain to matters of hunting activities and, as such, are not governed by the VDH breeding regulations. The VDH Board of Directors may furthermore approach the committee with concerns and issues which deal with securing the performance status of versatile hunting dogs. The committee also prepares motions for the VDH Board of Directors. It works closely with the VDH Breeding Committee and the VDH Research Council regarding breeding questions.

The chairperson of the VDH Breeding Committee is, by nature of his office, a member of the committee without voting rights. For information purposes up to two additional representatives of the VDH Board of Directors or of the VDH Executive Committee, may participate in committee meetings; they do not have voting rights.

The VDH pays the committee expenditure.

## **VI**

The VDH Board of Directors designates the Director of the Hunting Dog Movement upon proposal by the JGHV. The Director chairs committee meetings and coordinates cooperation between both associations. By nature of his office, he is a voting member of the VDH Breeding Committee. If he so desires, he may participate in meetings of other VDH committees when these are concerned with hunting dog issues.

## **VII**

An annual work conference is established in which representatives of both associations attend to thereby ensure further coordination and regular exchange of their working knowledge. It is desired that such work conference take place in the months of April or May of each year. The organization of the conference alternates between VDH and JGHV with VDH in even numbered years and JGHV in odd numbered years.

## **VIII**

In recognition of the significance of the versatile hunting dog movement for the German dog movement in general, the VDH allocates – in as much as it is financially able to do so - an annual fund to support special events held by JGHV breed clubs. The amount is presently fixed at 15,000 Euro. This amount will be reviewed at each annual work conference (see VII above) and adjusted when necessary. The amount is payable by July 1<sup>st</sup> of each year.

## **IX**

When the VDH sends delegates/members to FCI Commissions where matters of hunting dogs will be discussed, the respective hunting dog breed clubs have the right to select and propose such delegates.

## **X**

As outlined in its bylaws, the VDH Board of Directors designates the members of the below, non-exclusive, list of VDH committees.

- PR Committee
- Committee for Breed Judges and Breed Standards
- Breeding Committee

JGHV breed clubs and the JGHV may propose to the VDH Board of Directors suitable candidates who must be members of one of the VDH breed clubs.

## **XI**

The VDH member admission regulation shall take into account that for all applications for preliminary VDH membership by clubs of versatile hunting dogs, not only the already existing member breed clubs must be involved, but JGHV as well in all matters of testing.

## **XII**

In order to ensure that VDH can meet its obligations towards FCI, the JGHV will accept - on a resolute condition - as preliminary members only those pure-bred hunting dog breed clubs that can prove within three months that they have at least applied for preliminary membership with VDH or already have preliminary membership status in VDH.

## **XIII**

The exclusion of a breed club from one of the two associations obligates the association to which the excluding breed club belongs to review the facts applying its own grounds for exclusions as defined by its own bylaws.

## **XIV**

The term of the Agreement is indefinite. Either association may terminate the Agreement at the end of the year on a 12-months term.

When in the fulfillment of this Agreement either association finds it necessary to amend any of its fundamental regulations, it declares itself committed to make the necessary amendments and report to the other that an amended version is in effect.

## **XV**

The Agreement comes into force with the signatures of the Associations' legal representatives as defined by § 26 of the German Civil Code (BGB).

## **XVI**

In the event that one or more stipulations of this Agreement are or shall become invalid, it does not affect the effectiveness of the remaining Agreement.

|                                                     |                         |                           |
|-----------------------------------------------------|-------------------------|---------------------------|
| Signed in Fulda on March 16 <sup>th</sup> , 2008 by | <i>Christofer Habig</i> | <i>Werner Horstkötter</i> |
|                                                     | VDH President           | JGHV President            |

## **Attachment 2 Regarding § 1 Para. 4 of the Bylaws of the VDD e. V.**

### **§ 11 The Disciplinary Committee**

- (1) The disciplinary committee is elected by the general meeting. It is comprised of three members and one alternate for each of them. The chairperson and his alternate must be qualified for the judicial office (as defined in the Judicature Act).
- (2) The disciplinary committee makes decisions on the cases provided for in the disciplinary regulation.
- (3) The proceedings are governed by the disciplinary regulations, which form a component of these bylaws.
- (4) The disciplinary committee is independent in its decisions. Its members serve in an honorary capacity with reimbursement of their cash expenditures, in the same manner as the presiding board.
- (5) The chairperson of the disciplinary committee is the permanent legal adviser of the association.

### **§ 12 Association Tribunal**

An arbitral tribunal (association tribunal) is formed by the association.

This tribunal is not an executive body of the association, but rather an institution. Within the scope of its jurisdiction, recourse to the general courts of law is excluded.

Its members are independent personally and as regards the subject matter, and are not subject in any way to any instructions from the executive bodies of the JGHV or its member clubs.

The constitution of the association tribunal and its procedures are governed by the association tribunal regulations (known by the abbreviation "VerbGO," from the German name), which form a component of these bylaws.

### **Disciplinary Regulations**

- (1) The disciplinary committee decides on the cases provided for in these bylaws in a formal proceeding in which the provisions of the [German] Code of Criminal Procedure are applied correspondingly.

The witnesses and experts are compensated by the secretary in accordance with instructions from the chairperson of the disciplinary committee. The compensation conforms to the compensation rates of the members of the presiding board, of which fact the witnesses and experts shall be apprised in the summons.

- (2) If a proceeding is directed against a member club, the members of the disciplinary committee who belong to that club are excluded from participation [in the proceeding].
- (3) A proceeding before the disciplinary committee can be filed against any natural member if he or she:
1. grossly violates the bylaws or the interests of the association
  2. grossly breaches sportsmanlike hunting practice;
  3. insults members of the presiding board of the association;
  4. insults others at hunting dog events.
- (4) The disciplinary committee can impose:
1. reprimand;
  2. fines not in excess of DM 300.-- to be paid to the JGHV;
  3. debarment as judge or leader of any and all test events of the association and its member clubs;
  4. disqualification of the capacity to hold judicial office.
- (5) Proceedings against individuals can only be instituted against members of the association clubs who have made the provisions of these bylaws legally binding on their members. Proceedings against association judges in their capacity as officials of the association remain unaffected hereby.
- (6) Complaints must be submitted to the business office in writing within four weeks of knowledge of the deed and perpetrator, and must include the reasons and the evidence. The secretary checks the complaint to ensure it is permissible, and requests the requisite additions and corrections if necessary. He presents properly constituted complaints to the chairperson of the disciplinary committee without delay. The chairperson of the disciplinary committee sets the date for the oral hearing or, if he deems it necessary for preliminary clarification of the circumstances, appoints an investigator.

The investigator should be qualified for the judicial office (as defined in the Judicature Act) and cannot be a member of the accused club or the club to which the accused individual belongs. He carries out the investigations at his own discretion. In every case, however, the accused and the accuser must be given an opportunity to make a statement.

Written records must be kept of the examinations of individuals, and the content of these records must be approved by the person who was questioned; approval is demonstrated by

his signature. Upon conclusion of the investigations, the investigator presents the results and his opinion to the chairperson of the disciplinary committee.

- (7) The disciplinary committee makes its decision after a hearing. The accused and the accuser (or person lodging the complaint) must be summoned to the hearing. The association must always be advised of the date; the association can cause itself to be represented by a member of the presiding board or an authorized representative of the presiding board; this person must be given an opportunity to express an opinion prior to the decision.
- (8) If the circumstances seem sufficiently clear, rare serious cases may be decided in a written proceeding by the chairperson alone. The accused may appeal this decision within two weeks of notification and request a hearing.

A written proceeding can impose only a reprimand or fine.

In cases where the charge is trivial and the culpability of the accused is minor, the disciplinary committee can terminate the proceeding without a hearing - subject to certain conditions and issuance of a warning, if appropriate.

- (9) In the case of a finding of guilt, the guilty party must pay the costs of the proceeding and the necessary expenses incurred by the accuser. If the complaint is rejected, the accused is exonerated, or the proceeding is terminated, the party lodging the complaint must pay the costs of the proceeding and the necessary expenses incurred by the accused.

The disciplinary committee can distribute the costs of the proceeding and the necessary expenses of the participants in appropriate fashion or impose them on one of the parties in accordance with its best judgment if the proceeding is terminated on grounds of triviality.

- (10) If, in cases of particular importance, it can be reliably expected, due to the incontestable facts of the matter or the results of investigations, that the disciplinary proceeding will lead to the expulsion of the accused party, the disciplinary committee can, on the motion of the chairperson and through a written order, suspend the right of the accused to participate in association events. The order must be revoked no later than six months after notification to the accused if the disciplinary committee has not issued a decision on the main case by that point in time.

The order and its revocation must be published in the association journal.

- (11) The operative provisions of the final, non-appealable decision in disciplinary proceedings must be published in the association journal.
- (12) The decision of the disciplinary committee can be appealed to the association tribunal. Appeals must be lodged within two weeks of announcement of the decision by means of registered letter to the chairperson of the disciplinary committee. The chairperson submits the records of the proceeding to the presiding judge of the association tribunal via the secretary; the association tribunal makes the final decision.

Details on the further procedure may be found in the association tribunal regulations.

- (13) Summonses and notification of decisions of the disciplinary committee are sent by the business office via registered mail to the participants in the proceeding. The date of receipt is considered to be the third day after the postmark date.

A period of two weeks must elapse between the summoning of the accused and accuser (or complainant) and the date of the hearing.

## **Association Tribunal Regulations**

### **§ 1 Component of the Bylaws**

The association tribunal regulations (VerbGO) are a component of the bylaws of the JGHV (§ 11 of the bylaws).

For the members subject to the association bylaws, it has the form of an institutional arbitral tribunal.

Persons working in the sphere of the association who are not members of the JGHV or an association club can agree to the jurisdiction of the association tribunal (arbitral tribunal by agreement).

### **A. Institutional Arbitral Tribunal**

#### **§ 2 Scope of Application with Regard to Persons and Subject Matter**

The arbitral tribunal is an institution of, and not an executive body of, the JGHV.

Persons under its jurisdiction are:

- a) the JGHV and its executive bodies, and in organizational disputes, the members of its executive bodies;
- b) all member associations and member clubs;
- c) the individual members of the affiliated associations and clubs, insofar as the bylaws of these organizations have made the arbitration regulations of the JGHV binding on their members.

The subject matter jurisdiction of the arbitral tribunal presupposes organizational disputes. These are disputes that in their essence must be judged in accordance with the bylaws of the JGHV, in accordance with the test regulations approved by the JGHV, or in accordance with other executive bodies of the association.

Subject to this condition, the arbitral tribunal has subject matter jurisdiction in the following areas:

- a) disputes between the JGHV, including its executive bodies, and its organizational members and their members, as well as disputes between the organizational members (known as association disputes);
- b) requests for the revocation or modification of an action, enactment of a rejected or cancelled action and/or order of the association or one of its affiliated clubs (known as administrative disputes);
- c) as a board of appeal and appellate body in arbitration proceedings;
- d) disputes between the JGHV and the members of its executive bodies, insofar as the disputes arise from the inter-organizational/intra-organizational relationship (known as intra-organizational disputes);
- e) disputes between member clubs and their members, if provision is made for this in the bylaws of the member clubs.

If an association member or member of an executive body leaves, the arbitral jurisdiction in accordance with the bylaws and these regulations continues to be binding on all legal relationships and disputes that arose prior to the departure.

### **§ 3 Exhaustion of the Internal Association Remedies**

The association tribunal can only be called upon after the party instituting the proceedings has exhausted the available internal association remedies and a voluntary submission to a decision of the proper authorities has failed.

### **§ 4 Composition of the Association Tribunal**

A presiding judge and two associate judges constitute the association tribunal.

An alternate must be appointed for each member of the association tribunal. The presiding judge and one associate judge, and their alternates, must be eligible for the office of judgeship (as defined in the German Law on the Judiciary).

### **§ 5 Independence**

The members of the association tribunal are independent and are not subject to direction. They cannot stand in an employee or work relationship with the JGHV or any affiliated club, nor may they receive regular compensation from the JGHV or affiliated club for other reasons.

### **§ 6 Appointment of the Arbitrators**



The members and representatives of the association tribunal are elected separately. See also § 7 Par. 3 and Par. 9 of the bylaws.

### **§ 7 Requesting Arbitration**

The party pursuing the proceeding before the association tribunal (arbitration requester) must submit a request for arbitration in duplicate to the attention of the presiding judge of the association tribunal. The proceeding is then pending.

The request must contain a specific complaint, must be substantiated, and if necessary must be accompanied by evidence.

This does not apply in appeal proceedings against decisions of the disciplinary committee.

Inadmissible requests can be rejected in a written proceeding by unanimous decision of the association tribunal.

A request is inadmissible if it does not relate to a matter in dispute in accordance with § 2 of these regulations, if a deadline has been missed, if evidence of advance payment (§ 22) has not been provided, or if the form required per Par. 2 is not satisfied even after notice from the presiding judge.

Requests that are obviously groundless can also be rejected by unanimous decision. The arbitration requester must first be given notice of objection to the requester's complaint by means of an official reply.

A period of two weeks must elapse after dispatch of the document before the decision can be issued.

### **§ 8 Time Limit for Filing**

If no time limit is defined in the bylaws (e. g. in the disciplinary procedure), the request must be filed within three months after the requester learned of the actual circumstances upon which the dispute is based.

In all cases, however, it is inadmissible to file a request six months or more after occurrence of the events upon which the complaint is based.

The provisions of the [German] Code of Civil Procedure (ZPO) regarding restoration to the previous condition apply correspondingly in all cases of failures to observe time limits.

### **§ 9 Preliminary Acts of the Presiding Judge**

If the request is neither inadmissible nor obviously unfounded, the presiding judge of the association tribunal sends a copy of the request to the arbitral tribunal via registered mail with return receipt, with the request for a reply within two weeks of receipt.

The presiding judge must prepare the matter enough that, where possible, a settlement can be reached or an arbitration award can be made in a hearing.

To this end, he can order that documents be provided by the JGHV or the affiliated clubs, he can request assistance from the national courts (if a witness lives far away, for instance), and with the consent of both parties he can examine witnesses and experts. The record to be prepared hereby shall be read aloud in a hearing.

### **§ 10 Principle of Hearing(s)**

The association tribunal generally reaches a decision on the basis of a hearing.

With the irrevocable consent of the parties, which must be given in writing, it can be resolved to dispense with a hearing and make the decision in a written proceeding.

The parties must be informed of the decision.

### **§ 11 Summonses**

Acting in agreement with the associate judges, the presiding judge determines the location and time of the hearing. Inasmuch as possible, the hearing should take place within three months of the bringing of the charge.

The parties and any required witnesses and experts shall be summoned to the hearings by means of registered letter giving two weeks notice.

Persons furnishing evidence who are not bound by an obligation to the association to appear are invited to appear at the hearing and must at the same time be informed that they will be compensated by the JGHV in accordance with the rates for compensation of witnesses and experts defined in the law then in effect.

If a party fails to appear at the hearing without valid excuse, despite proper summons, and if this party is also not represented, the association tribunal shall make a decision on the basis of the documents before the tribunal. The witnesses or experts named or produced by the missing party shall not be examined in this case.

### **§ 12 Representation**

At any stage of the proceeding, the parties can arrange to be represented by an attorney admitted to practice in a German court. The costs for the representation of or consultation with a party shall always be borne by that party, regardless of the results of the proceeding and the cost decision arrived at in the arbitration award.

Authorized representatives must identify themselves with a written power of agency.

### **§ 13 Closed Hearing**

The hearing before the association tribunal is not public.

The court can admit spectators.

### **§ 14 Structure of the Proceeding**

The presiding judge conducts the hearing and handles written correspondence with the parties involved.

The tribunal must adequately explore the facts of the case, observe the generally applicable procedural principles, and give the parties involved a fair hearing.

Copies of the opponent's statements and requests/complaints shall be provided to the parties to the dispute.

Upon conclusion of the hearing, in particular after the taking of evidence, the parties must be afforded opportunity to make a closing comment.

Otherwise, the association tribunal structures its proceeding at its discretion. It is not bound by requests/complaints from the parties with regard to determining the facts and investigating evidence. At its discretion, it can examine witnesses and experts, investigate evidence, or stipulate an oath to be sworn by a party.

The association tribunal is not empowered to swear in witnesses, experts, or parties. It can require of each party that he or she petition the competent court (§ 20) for the judicial acts that are held to be necessary. If any party to the dispute does not fulfill this requirement, the association tribunal can hold this to the detriment of the party.

### **§ 15 Challenge to Judges**

It is not permissible to challenge the association tribunal as a whole.

If a judge is challenged, he should comment on this. His opinion must be provided to both parties.

The association tribunal can declare the challenge well founded on the grounds of suspected bias. When this decision is made, the alternate for the challenged arbitrator participates.

A challenge is always well founded when there is a reason for disqualification in accordance with § 41 of the German Code of Civil Procedure.

If the association tribunal considers the challenge to be unfounded, it can order continuation of the proceedings. It can also give the challenging party a deadline for initiating the governmental

court challenge process, and suspend the proceedings until final settlement of that process (§ 1045 of the German Code of Civil Procedure).

### **§ 16 Record of the Proceedings**

A record is taken down of a hearing before the association tribunal, the content of which is dictated by the presiding judge; the presiding judge also selects the recording clerk. Dictation onto a tape recorder is permissible.

The record should include:

- a) the designation and composition of the association tribunal;
- b) place, date and start time of the proceeding;
- c) the designation of the object of the dispute;
- d) the names of the parties who appeared, legal representatives or authorized representatives;
- e) the declaration of the parties that the arbitral tribunal is properly constituted and has jurisdiction;
- f) the declaration of the parties regarding the value of the matter in dispute and its assessment by the association tribunal;
- g) the contents of any settlement reached; a note on it being read aloud and its approval by the parties;
- h) the requests/complaints made by the parties and essential explanation;
- i) the essence of witness and expert statements;
- j) the essence of the results of an inspection;
- k) the name or designation of documents that were read aloud during the taking of evidence, or that otherwise became a subject of the taking of evidence;
- l) the determination of other important steps in the proceedings;
- m) the declaration of the parties that they have been granted a fair hearing;
- n) the formulation of the arbitration award or decision announced, and when and where it will be officially announced;
- o) the time at which the proceeding concluded.

If the association tribunal has entrusted one individual judge with the hearing of evidence, then this judge must sign the appropriate written record.

### **§ 17 Settlement**

In the interests of peace in the association, the tribunal should attempt to end the dispute with a settlement if at all possible.

A settlement must be recorded in the written record, read aloud, and approved by the parties involved. If it contains enforceable terms, the liable party per (§ 1044) should submit to immediate enforcement from the settlement.

The settlement must be signed by all the judges and the parties (or their authorized representatives) including the date it was effected, and deposited with the office of the clerk of the court/tribunal having jurisdiction (§ 20).

Deposit with the governmental court can be dispensed with. In this case, the settlement only has the effect of an out of court settlement.

### **§ 18 Rendering of an Arbitration Award**

The deliberations and subsequent arbitration award must apply to the entire legal relationship at issue between the parties. The parties must be given opportunity to make a final statement prior to rendering of the arbitration award. The association tribunal must base its decision on the relevant association law. In other respects, principles of relevant material state law can be taken into account.

During the deliberations and the making of the decision, only the deciding members of the association tribunal may be present. They must preserve the secrecy of the deliberations.

The written arbitration award should contain:

- a) the designation of the arbitral tribunal and the names of the judges participating in the decision;
- b) the designation of the parties involved in the proceeding, and if applicable those of their legal representatives and the authorized agent for the proceedings;
- c) the wording of the decision with the claim regarding the costs;
- d) a short description of the facts of the matter, as it occurred on the basis of the evidence taken
- e) the grounds for the decision.

The arbitration award must be signed by the participating arbitrators. The date of the last signature must be noted.

The duly rendered and deposited arbitration award has the effect of a final, non-appealable judgment among the parties (§ 1040 of the German Civil Code of Procedure).

### **§ 19 Deposit of the Arbitration Award**

One copy of the arbitration award, which has been signed by the participating arbitrators, must be served upon each of the parties by a sheriff's officer. The presiding judge files the application for this in his own name and in the name of the other arbitrators.

Signing of the decision must be performed in conjunction with the certificates of service and deposited by the presiding judge in his own name and in the name of the other arbitrators with the governmental court (§ 20) having jurisdiction.

The presiding judge sends a copy of the confirmation of deposit to the parties or their authorized agents for delivery.

An arbitration settlement (§ 17) is not served upon the parties; it is deposited with the office of the clerk of the court/tribunal having jurisdiction.

The parties can waive the deposit of the arbitration award.

### **§ 20 Governmental Court Having Jurisdiction**

The governmental court having jurisdiction for the deposit of the arbitration award (settlement), for the acts considered necessary by the association tribunal (§ 1042 of the German Code of Civil Procedure), or for the court decisions regarding challenging of arbitrators, and also for issuance of the decisions described in § 1042 of the German Code of Civil Procedure, is the Bonn District Court [Amtsgericht].

In deviation from Paragraph 1, the District Court in whose region the person to be examined has his residence or resides, has jurisdiction for judicial examinations, any necessary swearing in of witnesses or experts, and interrogation of a party under oath.

### **§ 21 Costs**

The arbitration award or settlement must include a stipulation as to who must bear the costs of the proceedings.

In the case of partial winning and defeat, the association tribunal can assign part of the costs to both parties.

A party who withdraws the arbitration complaint bears the costs that have been incurred thus far.

The value of the matter in dispute is established by the arbitral tribunal. It should be set between DM 4,000.-- and DM 40,000.-- in non-pecuniary disputes.

The costs of the proceedings include the court/tribunal costs, which are based on the law on litigation costs, and also include the travel costs and other costs of the arbitral tribunal, plus the costs for persons providing evidence and other evidence items.

For their work in the arbitral tribunal, the presiding judge is compensated with DM 750.-- and each of the associate judges with DM 500.-- .

## **§ 22 Payment of Advance**

The complaining party must make an advance payment in the amount of DM 1,500.-- when lodging the complaint, and provide proof of its receipt by the association business office.

The association tribunal can make the performance of certain actions of the proceedings dependent upon the deposit of an appropriate additional advance on costs.

The above provisions do not apply to proceedings on appeal of decisions of the disciplinary committee.

## **§ 23 Enforcement**

Decisions of the association tribunal are enforced by the board of the association.

The governmental enforcement proceedings may not be introduced until after the losing party has been unsuccessfully instructed to comply with the arbitration award.

## **B. Arbitral Tribunal by Agreement**

### **§ 24 Arbitral Tribunal Agreement**

The arbitral tribunal provisions in the bylaws apply in disputes other than procedural disputes for the individual members of the affiliated clubs and associations only when the latter have adopted the arbitral tribunal provisions of the JGHV by means of a general declaration of binding character in their bylaws.

They also are not binding in non-organizational disputes between persons who are subject to the arbitral tribunal provisions.

In these cases, however, the option does exist of agreeing upon the jurisdiction of the JGHV association tribunal as an arbitral tribunal (§ 1027 of the German Code of Civil Procedure).

In such a case, if the complainant lodges a request for arbitration, the presiding judge of the association tribunal gives both parties a time limit for submission of the arbitration agreement signed by them, in which they submit to the arbitral tribunal provisions for this dispute to the exclusion of recourse to the governmental courts.

In other regards, the above provisions apply to the proceeding.

### **§ 25 Preservation of Records**

The records of the arbitral tribunal proceedings must be kept by the association business office for at least 10 years after the final decision.