

**APPROVED BY:  
the Decision of the Extraordinary General  
Meeting of the Partnership Members**

**Protocol Nr. 1 dated June 02, 2015**

**CHARTER**

**of non-commercial partnership**

**“International Dangerous Goods and  
Containers Association”**

**(restated)**

**Saint-Petersburg  
2015**

## 1. GENERAL PROVISIONS

1.1. Non-commercial partnership "International Dangerous Goods and Containers Association", hereinafter referred to as the "Partnership" is a membership-based corporate non-commercial organization established to assist the members of the Partnership in the implementation of the activity aimed at achieving the goals of this Charter. The Partnership was established in accordance with the decision of the Meeting of founding members dated July 24, 2001 (Protocol Nr. 1). The Partnership was registered by the Registration Chamber of St. Petersburg on August 16, 2001 with the primary state registration number 1027802728029.

1.2. Non-commercial partnership "International Dangerous Goods and Containers Association" is a non-commercial organization which does not aim to generate profit.

1.3. Full name of the Partnership in Russian: **Некоммерческое партнерство «Международная Ассоциация по опасным грузам и контейнерам».**

Full name of the Partnership in English: Non-commercial partnership "International Dangerous Goods and Containers Association"

1.4. Abbreviated name of the Partnership in Russian: **НП «АСПОГ».**

Abbreviated name of the Partnership in English: **NP "IDGCA".**

1.5. In accordance with the current legislation of the Russian Federation a Partnership is considered to be established as a legal entity after its state registration in the manner prescribed by law.

1.6. The legal status of the Partnership, the rights and obligations of the members of the Partnership are determined by this Charter, the Civil Code of the Russian Federation, the Federal Law "On Non-commercial Organizations" and other legal acts of the Russian Federation.

1.7. The partnership operates in accordance with the Constitution of the Russian Federation, the Civil Code of the Russian Federation, the Federal Law "On Non-commercial Organizations", other legal acts of the Russian Federation and this Charter.

1.8. The partnership has a separate property and is responsible for its obligations with this property, can acquire and exercise property and personal non-property rights, incur obligations, sue and be sued in courts on its own behalf.

1.9. The Partnership has a round seal with the full name of the Partnership in Russian.

1.10. The Partnership has an independent balance. The Partnership has the right to open accounts in the banks within the Russian Federation and abroad.

1.11. The Partnership can open branches and representative offices in the Russian Federation, which are not legal entities and operate on the basis of the approved regulations. The branches and representative offices are provided with the property of the Partnership, which is recorded on a separate balance sheet and on the balance of the Partnership.

The work of the branch (representative office) is managed by a Director who operates on the basis of the power of attorney issued by the Partnership.

1.12. The state is not liable for the obligations of the Partnership and the Partnership is not liable for the obligations of the state.

1.13. The Partnership members are not liable for the obligations of the Partnership and the Partnership is not liable for the obligations of its members.

1.14. The property transferred to the Partnership by its members, is the property of the Partnership.

1.15. The members of the Partnership did not retain the rights to the property transferred by them to the ownership of the Partnership.

1.16. The Partnership uses the property for the purposes defined in the Charter.

1.17. The Partnership is liable for its obligations with its property, which, according to the legislation of the Russian Federation, can be levied.

1.18. Location of the Partnership: Россия, 198095, Санкт-Петербург, ул. Маршала Говорова,

## **2. RIGHTS AND OBLIGATIONS OF THE PARTNERSHIP**

2.1. The Partnership has the following rights:

- use the property in order to achieve the goals specified in this Charter;
- open bank accounts in the Russian Federation and abroad following the prescribed manner;
- have stamps and letterheads with its name, as well as a duly registered emblem (the description of the emblem is given in section 14 of this Charter);
- establish other non-commercial organizations and join associations and unions in order to achieve the goals specified in this Charter;
- establish economic societies and participate in them, and participate in limited partnerships as a contributor;
- exercise other rights established by the legislation of the Russian Federation.

2.2. The Partnership has the following obligations:

- provide information on its activity to the state statistics and tax authorities, as well as to other entities in accordance with the laws of the Russian Federation;
- provide the authorized body with the documents containing the report on the activity, on the composition of the governing bodies of the Partnership, as well as the documents on the use of the funds and on the use of other property;
- maintain accounting and statistical reporting in accordance with the legislation of the Russian Federation;
- fulfill other obligations established by the legislation of the Russian Federation.

## **3. PARTNERSHIP PURPOSE AND SCOPE OF OPERATION**

3.1. The purpose of the Partnership is to assist the members of the Partnership in their exercise of the legitimate business activity and protection of their interests in the Russian Federation and in other countries in the field of technical regulation, law and security in transport and industry, in the field of transportation, including dangerous goods and containers.

3.2. In order to achieve the purpose stated in paragraph 3.1 of this Charter, the Partnership, following the interests of its members:

- assists in the exercise of the legitimate activity aimed at improving safety of transportation, including dangerous goods and containers, and the quality of the services provided by them;
- address to international organizations, federal and regional public authorities on the issues for improvement of the legal documents in the field of transportation, including dangerous goods and containers;
- implements the activity for cooperation with international organizations on regulatory matters in the field of transportation of dangerous goods and containers by various kinds of transport, as well as assists in harmonization and unification of the rules for transportation of goods, including dangerous goods and containers;
- independently participates in the work of international organizations within the charter purpose of the Partnership;
- organizes assistance in promoting the services provided by the members of the Partnership at the Russian and international markets;
- assists in coordination of the activity of the administrative and control bodies in case of organization of mixed transportation, including multimodal transportations;
- organizes assistance to its members in the establishment of an information and consultation center dealing with the issues of legal and technological regulation of mixed transportation of dangerous goods and containers, including multimodal transportation;
- operates in the field of informing the representatives of business, institutions and organizations on the requirements and recommendations of reputable international institutions related

to transportation and handling of dangerous goods within the statutory activity of the Partnership;

- organizes the implementation of the work on the development of new technologies of transportation and handling of dangerous goods with the involvement of Russian and foreign experts in accordance with the statutory purpose of the Partnership;
- represents the interests of its members in state and public organizations, as well as in any organizations of all forms of ownership, including international associations and organizations involved in the development of legislation in the field of transportation of dangerous goods, container production and circulation, and control over their implementation;
- implements the activity on the development of scientific, industrial and economic relations between Russian and foreign producers and consumers of products and services in the field of manufacturing and operation of transport equipment and containers, including tank-containers;
- develops and implements the activities, programs and projects aimed at voluntary uniting the efforts of industrial, scientific, design-and-engineering, financial, leasing, insurance companies, institutions and organizations irrespective of the ownership, involved or interested in the development of the sphere of production and operation of transport equipment and containers, including tank-containers in accordance with the statutory purpose of the Partnership;
- develops and maintains databases and provides information about designers, manufacturers of the transportation equipment and containers, including tank-containers, repair enterprises, carriers, leasing, insurance, survey and stevedore companies;
- prepares and issues periodicals, reference books, textbooks and materials, as well as represents the interests of the members of the Partnership in the media within the statutory purpose of the Partnership;
- promotes the organization of education and training of the expert members of the Partnership within the statutory purpose of the Partnership;
- assists its members in the organization of seminars, symposia, involving Russian and foreign experts and teachers on transportation of dangerous goods, including multimodal transportations;
- provides consulting services to the members of the Partnership, as well as to the enterprises and organizations involved in the sphere of design, manufacture, operation and maintenance of the transport equipment and containers for transportation of dangerous goods, survey services, stevedore services, leasing and insurance of the transport equipment and containers for transportation of dangerous goods within the statutory purpose of the Partnership.

3.3. The following business activity can be implemented by the Partnership in order to achieve the statutory objectives:

- establishment of mass media and implementation of editorial-and-publishing activity;
- lease of the Partnership property;
- provision of information and marketing services as well as the services in the field of evaluation of the compliance of the products and services with the international and national standards and regulations (certification);
- provision of legal services to the members of the Partnership in the field of the organization activity;
- provision of the services on the organization of certification of the companies and experts in the declared activities within the scope of operation of the Partnership;
- participation in economic entities as a contributor.

The income earned by the Partnership as a result of its business activity is used for implementation of the objectives and types of activity specified in paragraphs 3.1 and 3.2 of this Charter.

#### **4. PROPERTY AND FINANCIAL-ECONOMIC ACTIVITY OF THE PARTNERSHIP**

4.1 The Partnership can own buildings, structures, housing, equipment, inventory, cash in rubles and foreign currency, securities and other property, and can own plots of land or have other

rights for them in accordance with the legislation of the Russian Federation.

4.2 The Partnership responsible for the obligations with the property which can be levied under the legislation of the Russian Federation.

4.3. The sources of property are:

- regular and non-recurrent receipts from the founders (members);
- voluntary property contributions and donations;
- income from business activity;
- dividends (income, interest) received on shares, bonds, other securities and deposits;
- income from the property of the Partnership;
- others receipts not prohibited by law.

4.4. Income from the Partnership activity cannot be redistributed among the members of the Partnership and are used solely for statutory purposes.

4.5. The Partnership independently uses its means. The Partnership means can be used solely for the achievement of its objectives.

4.6. Control over the use of property and means of the Partnership is implemented in the manner established by this Charter.

## **5. PARTNERSHIP MEMBERS, THEIR RIGHTS AND OBLIGATIONS**

5.1. Partnership members can be composed of individuals and legal entities, including Russian and foreign commercial and non-commercial organizations which share the goals of the Partnership and admitted as its members in the manner and under the conditions established by this Charter.

5.2. Membership in the Partnership is differentiated depending on the wish of the candidate to the Partnership Membership to use the Partnership opportunities.

The procedure and conditions for the admission of new members are governed by the Regulation on membership, approved by the General meeting.

5.3. Conditions and procedure for admission of a new Member of the Partnership:

5.3.1. To become a member of the Partnership a candidate should submit a writing application to the Director General of the Partnership. The application must contain the unconditional acceptance of the goals and objectives of the Partnership and recognition of the Partnership charter.

5.3.2. Admission to the Partnership Membership is implemented the by the General meeting of the Partnership members by a simple majority of the votes of the members of the General meeting of the Partnership.

5.3.3. Within one month after the decision of the General meeting on the admission to the Partnership membership the applicant must pay a membership fee.

5.3.4. A candidate is considered to be admitted to the Partnership membership after the payment of a membership fee.

5.4. A member of the Partnership has the following rights:

- take part in managing the affairs of the Partnership;
- receive information on the activity of the Partnership in accordance with the procedure established by this Charter;
- withdraw from the Partnership in the manner established by this Charter;
- take part in the programs and projects of the Partnership;
- address the governing bodies of the Partnership on any issues related to the implementation of the Partnership tasks;
- use the services provided by the Partnership for free or on preferential terms;
- transfer property to the Partnership;
- exercise other rights stipulated by the current legislation of the Russian Federation, this Charter and the decisions of the governing bodies of the Partnership.

5.5. A member of the Partnership has the following obligations:

- follow this Charter;
- take part in the activity of the Partnership;
- pay in full and on a timely manner the admission fee and the annual membership fees;

- by the decision of the General meeting of the Partnership, make additional property contributions to the property of the Partnership;
- never disclose the confidential information about the activity of the Partnership;
- fulfill the obligations undertaken in the prescribed manner in relation to the Partnership;
- assist the Partnership in the implementation of its tasks;
- never take actions which are deliberately aimed at causing harm to the Partnership;
- never take actions (inactions), which essentially complicate or make it impossible to achieve the purposes for which the Partnership was created;
- notify the Partnership about the changes in the name, organizational and legal form and other data provided when entering into the Partnerships;
- fulfill other obligations established by the current legislation of the Russian Federation.

5.6. Partnership Membership is inalienable. Participation in the Partnership activity does not oblige its members to establish mutual business relations.

#### 5.7. Admission and annual membership fees.

5.7.1. At the establishment of the Partnership each founder paid an admission fee equal to 5000 US dollars in ruble equivalent at the exchange rate of the Central Bank of the Russian Federation on the date of payment. When admitted to the Partnership for each new member pays an admission fee, equivalent to the constituent fee paid by the founder at the establishment of the Partnership.

5.7.2. The admission fee is the initial membership fee paid within one month from the date of the decision of the General meeting of the Partnership to admit a candidate for the membership of the Partnership. The second and subsequent annual fees are paid by each member of the Partnership during the first calendar month after the approval of the amount of the fee by the General Meeting of the Partnership.

5.7.3. Payment of the fees can be made in cash, securities, other means and property with monetary value. The cost of the contributed property is evaluated by the agreement between the member of the Partnership and the General Meeting of the Partnership in rubles. Evaluation of the contributed property can be made by an independent appraiser followed by the approval of the size of the evaluation by the General Meeting of the Partnership. The Partnership members lose their ownership for the property transferred as a contribution.

5.7.4. The sizes of the contributions, as well as the changes related to the term and forms of paying the admission and annual fees are established by the ordinary General Meeting of the Partnership.

#### 5.8. Withdrawal of a member from the Partnership:

5.8.1. In the case of a voluntary withdrawal from the Partnership, the Partnership Member provides the Director General of the Partnership with the application for withdrawal. The Director General of the Partnership notes the day of the application submission.

5.8.2. A member of the Partnership is considered to be withdrawn from the Partnership on the date specified in the application. The date specified in the application by the Director General cannot be earlier than the date of submitting the application for withdrawal, or the day following the day of submission of the application for withdrawal, unless another date is specified in the application.

5.8.3. In case of withdrawal from the Partnership no admission or membership fees as well as the property transferred to the Partnership are returned to the member.

#### 5.9. Expulsion from the Partnership:

5.9.1. A member of the Partnership can be expelled from the Partnership by the decision of the remaining members of the Partnership in the following cases:

- violation of the Charter of the Partnership;
- failure to pay the admission or the entrance fees on time;
- implementation of the activity which violates the current legislation of the Russian Federation or defames the purpose of the Partnership;
- if a member of the Partnership systematically does not fulfill or improperly fulfills its obligations undertaken to the Partnership, prevents the effective work of the Partnership by its actions or inactions.

5.9.2. Procedure of a member expulsion from the Partnership.

Any member of the Partnership can ask for expulsion from the Partnership.

General Meeting of the Partnership members decides on expulsion.

5.9.3. A member of the Partnership is considered to be expelled on the date of the decision to expel made by the General Meeting of the Partnership members.

5.9.4. The consequences of the members' expulsion from the Partnership follow the rules of withdrawal from the Partnership.

## **6. ORDER OF PARTNERSHIP MANAGEMENT**

6.1. The Partnership is managed in accordance with the current legislation of the Russian Federation and this Charter.

6.2. The Partnership independently determines the structure of the management bodies and the procedure of their financing.

6.3. The functions of the supreme management body of the Partnership are exercised by the General Meeting of the Partnership members.

6.4. The Partnership has no right to pay remunerations to the members of the General Meeting of the Partnership for the performance of the functions assigned to them, except for reimbursement of the expenses directly related to participation in the work of the General Meeting of the Partnership members.

6.5. The bodies of the Partnership include:

- the supreme management body: General Meeting of the Partnership members;
- A permanent collegial management body: the Board of the members of the Partnership (hereinafter - the Partnership Board);
- the Chairman of the Partnership Board: the President of the Partnership;
- Vice-Presidents of the Partnership;
- the sole executive body: the Director General of the Partnership.

## **7. GENERAL MEETING OF THE PARTNERSHIP MEMBERS**

7.1. The General Meeting of the Partnership members is the supreme management body of the Partnership.

7.2. The main function of the General Meeting of the Partnership members is to ensure Partnership compliance with the interests it was created for.

7.3. The General Meeting of the Partnership members meets when necessary, but at least once a year.

7.4. The General Meeting of the Partnership members is valid if attended by more than half of the members of the Partnership or their authorized representatives.

7.5. The exclusive competence of the General Meeting of the Partnership members includes the following issues:

- 1) determination of priority directions of activity of the Partnership, the principles of formation and use of its property;
- 2) approval and amendment of the Partnership charter;
- 3) determination of the procedure for admission to the Partnership membership and expulsion of its members;
- 4) election of the Partnership Board, the President and the Vice-Presidents of the Partnership, the Director General of the Partnership and early termination of their powers;
- 5) making decisions on the Partnership establishment of other legal entities, on Partnership participation in other legal entities, on the establishment of branches and opening of representative offices;
- 6) making decisions on reorganization and liquidation of the Partnership, on the appointment of a liquidation commission and approval of a liquidation balance sheet;
- 7) making decisions on the procedure for determination of the amount and method of payment

of the membership fees;

8) making decisions on extra property contributions of the members of the Partnership to its property;

9) election of an audit committee and appointment of an audit organization or an individual auditor of the corporation.

Decisions on the issues of exclusive competence of the General Meeting of the members of the Partnership are made unanimously by those present at the General Meeting.

7.6. Decisions on other issues are made by a simple majority vote of the Members present at the General Meeting.

7.7. The General Meeting can be ordinary (annual) or extraordinary. An Extraordinary General Meeting of the members is convened to settle urgent issues arising during the activity of the Partnership, by the General Director or at least one third of the members of the Partnership.

7.8. The members of the Partnership are notified in writing about the General Meeting of the Partnership by the Director General of the Partnership no later than thirty (30) days before the meeting. The notice must include the issues to be discussed at the General Meeting of the Partnership. The Partnership members at the General Meeting are represented by their leaders or representatives. Any person acting on the basis of a power of attorney issued in accordance with the law can become a representative of a member of the Partnership.

7.9. The procedure for notification about the General meeting: by a registered mail or e-mail to the address of the members of the Partnership. By the decision of the Director General of the Partnership is possible to notify the members of the Partnership about the General Meeting by another way.

7.10. The agenda of the General Meeting of the Partnership should include the issues related to the Partnership activity falling within the competence of the General Meeting of the Partnership. The issues should be proposed by the Director General of the Partnership or by one of the members of the Partnership not later than 10 days before the General Meeting of the Partnership.

7.11. The decisions of the General Meeting of the Partnership are made in the form of a protocol, signed by the Secretary and the Chairman of the General Meeting of the Partnership members, who are appointed at the beginning of the General Meeting of the Partnership. The copies of the protocols are sent to all members of the Partnership.

7.12. The Director General of the Partnership undertakes to organize the storage of the protocol of the General Meeting of the Partnership. The protocol is provided to the members of the Partnership and the third parties in the cases stipulated by the legislation of the Russian Federation, and by their requests they are provided with the extracts from the protocol, certified by the Director General of the Partnership.

7.13. The decisions of other bodies of the Partnership should not contradict the decisions of the General Meeting of the Partnership.

## **8. PARTNERSHIP BOARD**

8.1. Partnership Board is the permanent a collegial management body of the Partnership which is formed of the representatives of the members of the Partnership for a period of three years.

8.2. The following fall within the competence of the Partnership Board:

- approval of the annual report and the annual balance sheet;
- approval of the financial plan of the Partnership, and its amendment.

8.3. The meetings of the Partnership Board are valid if attended by more than half of its members. The decisions of the Partnership Board are made by a simple majority vote of the members present at the meeting.

8.4. The President is the Partnership is the Chairman of the Partnership Board, he convenes the meetings of the Board and presides at them, organizes the maintenance of the protocols at the meetings of the Board, gives assignments to the members of the Board within his competence and controls their implementation. The President is elected by the General Meeting of the Partnership for a period of three (3) years.



8.5. The following fall within the competence of the President is the Partnership:

- organization of the effective activity of the Partnership Board;
- representation of the interests of the Partnership in international organizations, government and management bodies, organizations and institutions by the power of attorney;
- presidency at the Partnership Board;
- organization of maintenance of the protocols of the Partnership Board meetings;
- development of perspective directions of the Partnership development;
- consideration of the issues proposed by the Director General of the Partnership;
- control over the development of the financial plan of the Partnership;
- settlement of other issues related to the activity of the Partnership, in accordance with the Charter of the Partnership.

8.6. The following fall within the competence of the Vice-Presidents of the Partnership:

- representation of the interests of the Partnership in international organizations, government and management bodies, organizations and institutions by the power of attorney;
- exercise of the functions of the President of the Partnership in the absence of the President of the Partnership;
- provision of methodological and other assistance to the Director General of the Partnership in the exercise of his powers;
- implementation of the assignments given by the President of the Partnership;
- settlement of other issues related to the activity of the Partnership, in accordance with the Charter of the Partnership.

## **9. DIRECTOR GENERAL OF THE PARTNERSHIP**

9.1. The General Director is the sole executive body of the Partnership.

9.2. The Director General is elected by the General Meeting of the Partnership for a term of three (3) years. The Director General is elected by the decision of the General Meeting of the Partnership made unanimously.

The Director General can be re-elected for an unlimited number of times.

9.3. The Director General implements current management of the Partnership, acts without a power of attorney on behalf of the Partnership, including:

- settles transactions, manages the property of the Partnership. The size of a possible transaction, settled by the Director General without the approval of the General Meeting is determined by the General Meeting;
- opens up all kinds of bank accounts, issues powers of attorney on behalf of the Partnership;
- issues orders, assignments, gives instructions obligatory for the fulfillment by the employees of the Partnership;
- approves the schedule of positions and salaries of the Partnership, the provisions on payment of their labor, job descriptions and other documents regulating the working conditions of the Partnership employees;
- hires, transfers, suspends and fires the employees of the Partnership, enters into labor agreements with them;
- ensures compliance with labor legislation and labor discipline, is responsible for implementing the necessary measures for labor safety and sanitary standards;
- organizes accounting and reporting of the Partnership;
- exercises other functions assigned to him by the General Meeting of the members and the Partnership Board.

## **10. ACCOUNTING AND REPORTING OF THE PARTNERSHIP. AUDIT COMMITTEE**

10.1. The Partnership implements real-time, financial and tax accounting and maintains statistical and financial statements in accordance with the applicable law; provides quarterly and annual accounting, tax and statistical reporting in accordance with the established order.

10.2. The officials of the Partnership bear disciplinary, material and criminal responsibility established by the

legislation of the Russian Federation for safety and efficient use of the property of the Partnership, for governmental accounting data corruption.

10.3. The Audit Committee controls the financial activity of the Partnership.

10.3.1. The Audit Committee is elected by the General Meeting of the Partnership for a period of one year in the amount of 3 people.

10.3.2. The Audit Committee headed by the Chairman, who is appointed by the General Meeting from among the members of the Partnership for a period of one (1) year. The Director General of the Partnership or the employee of the Partnership cannot become the chairman of the Audit Committee.

10.3.3. The Audit Committee checks the activity of the Partnership as assigned by the General Meeting of the Partnership or on its own initiative.

10.3.4. The members of the Audit Committee have the right to demand from the officials of the Partnership to provide the necessary information, documents and explanations related to the activity of the Partnership. The Audit Committee reports on the results of its audits to the General Meeting of the members, and to the Partnership Board between the meetings.

## **11. ORDER OF REORGANIZATION AND LIQUIDATION OF THE PARTNERSHIP**

11.1. The Partnership can be reorganized by the decision of the General Meeting of the Partnership, as well as by the decision of the authorized public bodies or by a court decision, in accordance with the Civil Code of the Russian Federation, the Federal Law "On Non-commercial Organizations" and by other federal laws.

11.2. The decision on reorganization of the Partnership is made unanimously by the members of the General Meeting of the Partnership.

11.3. Reorganization of the Partnership can be implemented in the form of merger, accession, demerger, spin-off and reconstruction.

11.4. The Partnership is considered reorganized, except merger, after the state registration of the newly formed organization (s).

11.5. In case of reorganization of the Partnership in the form of a merger with another organization of the first of them (the Partnership) is considered reorganized from the moment of entry into the Unified State Register of Legal Entities of the record about the termination of the activity of the merged organization.

11.6. The state registration of a newly formed organization (s) as a result of reorganization and the introduction in the Unified State Register of Legal Entities of the record about the termination of the activity of the reorganized organization (s) is implemented in the manner prescribed by federal laws.

11.7. The Partnership has the right to transform into a fund or an autonomous non-commercial organization, as well as into the economic society in the cases and order established by the federal law.

11.8. In case of Partnership reorganization, the newly formed organization acquires the rights and obligations of the reorganized Partnership in accordance with the transfer certificate.

11.9. The partnership can be liquidated for the reasons and in the manner prescribed by the Civil Code of the Russian Federation, the Federal Law "On Non-commercial Organizations" and other federal laws.

11.10. The partnership can be liquidated:

- by the decision of the General Meeting of the Partnership, made unanimously;

- by court in the cases stipulated by the Civil Code of the Russian Federation, the Federal Law "On Non-commercial Organizations" and other federal laws.

11.11. The application to the court to liquidate the Partnership is filed by the prosecutor of the corresponding constituent entity of the Russian Federation in the manner prescribed by the Federal Law "On Procuracy of the Russian Federation" (as amended by the Federal Law N 168-Φ3 dated November 17, 1995), the authorized body or its territorial body.

11.12. The General meeting of the members of the Partnership or the body which decided on

liquidation, appoints the liquidation committee and establishes the procedure and terms of liquidation of the Partnership.

After the appointment of the liquidation committee, it assumes the powers to manage the affairs of the Partnership.

11.13. The liquidation committee publishes in the press, which publishes the data on state registration of legal entities, the information on the liquidation of the Partnership, the procedure and time to claim for the requirements of its creditors. The term for claims by the creditors cannot be less than two months from the date of publication of the information about the liquidation of the Partnership.

11.14. The liquidation committee takes measures to identify the creditors and obtain the accounts receivable and notifies the creditors in writing about the liquidation of the Partnership.

11.15. At the end of the period for the claims of the creditors, the liquidation committee prepares an interim liquidation balance sheet containing the information on the property of the Partnership, the list of claims filed by the creditors, as well as the results of their consideration. The interim balance sheet is approved by the General Meeting of the Partnership or the body deciding on its liquidation.

11.16. If the available monetary funds of the Partnership are insufficient to satisfy the claims of the creditors, the liquidation committee sells the property of the Partnership at the public auctions in the manner prescribed for execution of court decisions.

11.17. The payment of the monetary funds to the creditors of the Partnership is made by the liquidation committee in the order of priority established by the Civil Code of the Russian Federation, in accordance with the interim liquidation balance sheet starting on the date of its approval, except for the creditors of the fifth turn, the payments for whom are made within a month from the date of approval of the interim liquidation balance.

11.18. After the completion of the settlements with the creditors, the liquidation committee prepares a liquidation balance sheet to be approved by the general meeting of the members of the Partnership or the body deciding on its liquidation.

11.19. The property of the Partnership, remained after the satisfaction of the creditors' claims, is given in accordance with this Charter for the purposes the Partnership was created for, and (or) for charitable purposes.

11.20. If during the liquidation of the Partnership it is impossible to use the property in accordance with this Charter, it becomes the state income.

11.21. Liquidation of the Partnership is considered completed, and the Partnership - terminated, after the entry of the record in the Unified State Register of Legal Entities.

## **12. AMENDMENT OF THE PARTNERSHIP CHARTER**

12.1. This Charter can be amended by a unanimous decision of the General Meeting of the Partnership members present at the General Meeting of the Partnership.

12.2. The state registration of the amendments to the Charter of the Partnership is implemented in the manner established by the current legislation of the Russian Federation.

12.3. The amendments to the Charter of the Partnership become valid for the third parties after their state registration in the manner prescribed by law.

## **13. PRIVACY**

13.1. The representatives of the Partnership members and the employees of the Partnership, in accordance with this Charter, must maintain strict confidentiality about the technical, financial and other information related to the activity of the Partnership and the Partnership members.

13.2. Transfer of the information to the third parties, its publication or disclosure in other forms, is implemented in accordance with the Federal Law Nr. 152 – Φ3 dated 27.07.2006 "On Personal Data" and the Federal Law Nr. 98 – Φ3 dated 29.07.2004 "On Commercial Secrets".

13.3. The list of information of confidential nature is determined in accordance with the Federal Law Nr. 152 – Φ3 dated 27.07.2006 "On Personal Data" and the Federal Law Nr. 98 – Φ3 dated

29.07.2004 "On Commercial Secrets".

#### **14. DESCRIPTION OF THE EMBLEM**

14.1. The Partnership has an emblem registered by the decision of the Ministry of Justice of the Russian Federation Nr. 565-д dated 01.04.2014.

14.2. This emblem represents a combination of two elements: a stylized image of a swan over the capital letters of the Latin alphabet IDGCA. The swan is above the letters GC, the head of the swan is turned to IDGCA.

The swan is white and has three blue lines on its body. The inscription IDGCA is made with capital letters of the Latin alphabet and the letters are white with blue lines inside. Letter I has a red rhomb over it. The background is blue.

The inscription IDGCA represents the abbreviated name of the Partnership in English (Latin alphabet) and is made up of the initial letters of the words forming the name of the Partnership in English – «International Dangerous Goods and Containers Association», which is translated into Russian as – Международная Ассоциация по опасным грузам и контейнерам. The swan symbolizes the aiming for clean environment and security.

The emblem can also be used in black and white.

#### **15. THE PICTURE OF THE EMBLEM**

