



BY - LAWS

(English translation of original French version)

DESIGNATION

- Art. 1** Under the name of "CONFERENCE INTERPRETERS' PROVIDENT PRIVATE FUND ", hereinafter "the Fund", a Foundation has been set up, governed by its Statutes and the By-Laws as well as by the provisions of the Swiss Civil Code, articles 80 *et seq.*

OBJECT

- Art.2** The object of the Fund is to protect the active beneficiaries, hereinafter "the Beneficiaries" and their rightful claimants against the economic consequences of old age and death.

AMENDMENTS

- Art. 3** Pursuant to the Statutes the General Assembly shall have the right to adopt and amend the present By-Laws.

INFORMATION

- Art. 4** Candidates, Beneficiaries and persons entitled to benefits from the Fund shall be bound to disclose information required by the Fund. The Fund shall not be liable for the omissions or the errors made by the above-mentioned persons.

ENROLMENT FEE

- Art. 5** The enrolment fee mentioned in Art. 8 of the Statutes shall be EURO 50.-.

RESOURCES

- Art. 6** The Fund's resources shall be:
1. The contributions (employers' share/interpreters' share).
 2. The proceeds of investments.
 3. Personal contributions.
 4. The enrolment fees.

The Fund may neither accept nor hold funds for persons who are not Beneficiaries.

PERSONAL CONTRIBUTIONS

- Art. 7** Any Beneficiary may make personal contributions the maximum amount of which shall be fixed by the Foundation Board.

TRANSFER OF PENSION RIGHTS TO CPIC

- Art. 8** Transfer of pension assets and pension rights, made up of compulsory contributions, originating from a CPIC approved institution in favour of its beneficiaries are blocked in their entirety on the beneficiaries' individual accounts. They may be released once the beneficiaries reach the age limit of 60 years.

The transfers of pension rights originating from a Swiss pension institution in the form of 2nd pillar and restricted 3rd pillar (3a) pension assets cannot be accepted.

The Fund may accept pension assets and pension rights from its active beneficiaries intended exclusively for the payment of pensions.

INDIVIDUAL ACCOUNT

- Art. 9** To accomplish its object, the Fund shall open an individual account for each of its Beneficiaries. Pursuant to the Statutes, Beneficiaries shall be entitled to the proceeds of the capitalisation of their account minus the deductions for the payment of insurance premiums, where applicable, and the administrative expenses.

GROUP INSURANCE

- Art. 10** The Fund offers Beneficiaries the option of taking out an annuity scheme at the time of retirement, based on a group annuity insurance contract it has concluded in its name.

The Fund also offers Beneficiaries the option of taking out, at their own expense, group insurance that has been agreed directly between the Fund and an insurance company. Group accident insurance is thus available with death and disablement benefit or with disablement benefit only.

UNIT VALUE

- Art. 11** Because it is tied to the evolution of the Fund's capital, the unit value referred to in Art. 9 and Art. 13 of the Statutes may, at any given point in time, exceed, be equal to or lower than the unit value at the time of acquisition.

WITHDRAWAL

- Art. 12** Withdrawal as referred to in Art. 11 of the Statutes may be notified at any time.

The amount due shall be calculated on the basis of the unit value at the end of the month during which the notice of resignation reaches the Fund.

The amount shall be paid, without interest, within three months, on condition that the beneficiary's withdrawal dossier is in order.

Before the age 60, the employers' contribution cannot be paid out in cash to the beneficiary. They must be transferred to a providence institution approved by CPIC.

BENEFITS FOR RIGHTFUL CLAIMANTS IN THE EVENT OF DEATH

- Art. 13** The proceeds of the capitalisation of the deceased Beneficiary's individual account shall fall to the compulsory rightful claimants: the surviving spouse, a person considered by national law to be on the same footing as a spouse or civil partner and the surviving children who are still under age.

Civil partnership is the de facto union of two unmarried, unrelated persons of the same or opposite sex, who have signed a written contract, which has been notified to the Fund during the Beneficiary's lifetime.

The partnership contract shall be concluded using the partnership form drawn up by the Fund.

In case of contention between the spouse or the civil partner and under-age children, 40% of the Beneficiary's accrued capital shall be shared equally among the latter.

In the absence of compulsory rightful claimants, the proceeds of the capitalisation shall fall to the optional rightful claimants: the surviving children who are of age, the mother and the father, the sisters and brothers, the nieces and nephews, the other legal heirs or to any other person whose needs the deceased provided for in a substantial manner at the time of her/his death.

UNASSIGNED FUNDS

- Art. 14** All funds not assigned for whatever reason shall revert to the Fund.
If a beneficiary or his/her rightful claimants do not claim the benefits payable and do not provide any bank address for this purpose, CPIC shall have the right to charge for the costs of searching for addresses an/or rightful claimants; such charges are deducted from the benefits paid.

STRUCTURE

- Art. 15** The General Assembly shall be presided by the President or by a member of the Foundation Board.

The General Assembly

The General Assembly shall designate the secretary and the tellers. Each Beneficiary shall be entitled to one vote at the General Assembly or for the purpose of postal votes.

A Beneficiary shall be entitled to be represented at the General Assembly by another Beneficiary. A written proxy shall be required. Any person having co-operated in any way whatsoever in the management of the Fund's business shall be barred from taking part in votes granting or withholding discharge to/from the Foundation Board.

The General Assembly shall reach its decisions and conduct elections by an absolute majority of the votes cast, subject to overriding provisions of the law.

The same rule shall apply to postal votes.

The ballot shall be secret unless, on proposal by its President, the Assembly decides otherwise.

In this event, the vote shall be by a show of hands.

The President and the secretary shall sign the minutes. They shall be submitted to the General Assembly for approval.

FOUNDATION BOARD

- Art. 16** The meetings of the Foundation Board shall be convened by its President or at the request of two of its Members as often as required by the business of the Fund, but at least once a year.

The quorum of the Foundation Board shall only be reached if more than half of its Members are present.

Decisions shall be taken by the simple majority of the votes cast. The same rule shall apply to appointments.

The meetings shall be minuted. The minutes shall be signed by a Member of the Foundation Board who is present and by the minute-writer, after approval by the other Members.

Should a seat on the Foundation Board be vacant when the General Assembly meets, the latter shall proceed to elect an officer to fill the vacancy.

ELECTIONS TO THE FOUNDATION BOARD

Art.17 Candidates' written nominations and their curriculum vitae must reach the CPIC secretariat at the latest 45 days before the elections for them to be placed on the General Assembly's agenda.

SIGNATURE

Art. 18 The joint signature of two Foundation Board members shall be binding on the Fund; the Foundation Board may delegate one signature to the Fund's administrative staff.

ALLOWANCES FOR MEMBERS OF THE FOUNDATION BOARD

Art. 19 The members of the Foundation Board in office shall receive an allowance and have their expenses reimbursed.

SECRETARIAT

Art.20 The CPIC is run by a secretariat with a manager.

The secretariat conducts the Fund's day-to-day administrative business. The manager is responsible for the smooth administrative running of the secretariat and provides the link between the secretariat and the Foundation Board, as well as ensuring the follow-up with active Beneficiaries and external service providers.

ENTRY INTO EFFECT

Art. 21 The Regulation entered into effect in June 1970 and was modified on 24 October 2020 for the last time.

English translation of the original French text. The authentic French version shall prevail.

CPIC - Conference Interpreters' Provident Fund

51, rue du Stand • CH-1204 Geneva

Tel. :(+41-22) 310 59 20

e-mail : cpic@cpic.ch • website: www.cpic.ch