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Statutes of the INFRAFRONTIER ERIC (European Research Infrastructure Consortium (ERIC))

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Statutes

CHAPTER 1

Essential Elements

Article 1

Legal form and name

A European Research Infrastructure Consortium shall be established. This Consortium shall have the legal form of a European Research Infrastructure Consortium (ERIC) incorporated under the provision of Regulation (EC) No 723/2009 as amended by the Regulation (EU) No 1261/2013 (hereinafter 'the ERIC Regulation') and be named 'INFRAFRONTIER ERIC'.

Article 2

Statutory seat and location

The statutory seat of INFRAFRONTIER ERIC shall be located in Munich, Germany; hereinafter referred to as 'Host Member State'.

Article 3

Tasks and activities

(1) The principal task of INFRAFRONTIER ERIC shall be to establish and operate a distributed research infrastructure, called 'INFRAFRONTIER Research Infrastructure', hereinafter referred to as 'INFRAFRONTIER RI'. INFRAFRONTIER RI shall be the European Research Infrastructure for the generation, phenotyping, archiving and distribution of in vivo/in vitro model systems and related data. INFRAFRONTIER ERIC shall coordinate the operation of the distributed INFRAFRONTIER RI.

(2) INFRAFRONTIER ERIC shall coordinate access to services and resources for the research of gene function in health and disease, using in vivo/in vitro model systems and related data. INFRAFRONTIER ERIC shall promote research, training and application in all fields of generating, phenotyping, archiving and distribution of disease models.

(3) To this end INFRAFRONTIER ERIC shall:

(a) Coordinate access to the resources and services provided by the Members and Observers of the INFRAFRONTIER ERIC or by any National Nodes that have entered into a legally binding agreement with INFRAFRONTIER ERIC to contribute to the resources and services of the INFRAFRONTIER RI;

(b) Set up and deploy access procedures to the resources and services of INFRAFRONTIER RI that are in concordance with the respective European standards;

(c) Set and adopt quality standards and standard operation procedures for the generation, phenotyping, archiving, distribution and data management of in vivo/in vitro model systems and related data;

(d) Promote and coordinate the development of new technologies for the generation, phenotyping, archiving, distribution and data management of in vivo/in vitro model systems and related data to improve the scientific value of the INFRAFRONTIER RI's resources and services;

(e) Serve as contact point for national and international stakeholders of the INFRAFRONTIER RI;

(f) Promote and publicise the resources and services of the INFRAFRONTIER RI and discuss the regulatory and policy aspects of the generation, phenotyping, archiving, distribution and data management of in vivo/in vitro model systems and related data;

(g) Raise resources from national and international sources to facilitate INFRAFRONTIER RI activities;

(h) Consult and advise national and international organisations working in the field of generating, phenotyping, archiving and distribution of in vivo/in vitro model systems;

(i) Make freely available information on the activities of INFRAFRONTIER ERIC and the INFRAFRONTIER RI; and

(j) Undertake any other activities necessary for achieving the tasks of INFRAFRONTIER ERIC.

(4) INFRAFRONTIER ERIC shall pursue its principal task exclusively and directly on a non-profit basis and shall act altruistically and mainly on a non-economic basis. Without prejudice to State aid applicable rules, INFRAFRONTIER ERIC may carry out limited economic activities, provided that they are closely related to its principal task and that they do not jeopardise the achievement thereof.

Article 4

Duration and the procedure for the winding up

(1) INFRAFRONTIER ERIC shall exist for an indefinite period of time.

(2) The winding up of INFRAFRONTIER ERIC shall be decided by the Assembly of Members by unanimous voting. If the Assembly of Members decides to wind up the INFRAFRONTIER ERIC, it shall, by simple majority vote, trigger the procedure for winding up.

(3) The European Commission shall be notified without undue delay and in any event within 10 (ten) calendar days after adoption of the decision to wind up the INFRAFRONTIER ERIC.

(4) Upon dissolution of INFRAFRONTIER ERIC, or in case the tax privileged purposes outlined in these Statutes no longer apply, the assets of INFRAFRONTIER ERIC exceeding the cash contributions and the actual value of the contributions in kind will be transferred to another public legal entity or another tax-privileged corporation, or to another legal entity pursuing objectives similar to those of INFRAFRONTIER ERIC for the promotion of science and research.

(5) In the case of winding up, the INFRAFRONTIER ERIC shall ensure as far as possible that the data owned by INFRAFRONTIER ERIC shall be deposited safely so that such data remains accessible and usable in accordance with Article 6 of these Statutes as well as in accordance with the Data Policy and/or Access Policy, as applicable.

(6) The European Commission shall be notified within 10 (ten) calendar days of the closure of the winding up procedure. INFRAFRONTIER ERIC shall cease to exist on the day on which the European Commission publishes the appropriate notice in the *Official Journal of the European Union*.

Article 5

Liability regime and insurance

(1) INFRAFRONTIER ERIC shall be liable for its debts.

(2) The Members are not jointly and severally liable for the debts of INFRAFRONTIER ERIC.

(3) The Members' financial liability towards the INFRAFRONTIER ERIC's debts shall be limited to their respective annual contribution as calculated according to the financial principles defined in the Article 25 (2) of the Statutes and to the method of calculation defined in Annex 2 to these Statutes.

(4) INFRAFRONTIER ERIC shall take appropriate insurance to cover the risks specific to the establishment and operation of INFRAFRONTIER ERIC.

Article 6

Access Policy for users

(1) The guiding principle for the provision of resources and services is open access.

(2) Access will be given according to the Access Policy of the INFRAFRONTIER ERIC. Conditions set by sample and data providers to INFRAFRONTIER ERIC and recognized European principles for access to research infrastructures shall be respected. No provision in these Statutes shall be understood as seeking to restrict the right of owners of INFRAFRONTIER resources to decide on providing access to any samples or data.

(3) INFRAFRONTIER ERIC shall seek to ensure that the source of samples and data is appropriately acknowledged and shall request that such attribution is maintained in subsequent use of the samples and data.

Article 7

Scientific Evaluation Policy

(1) The regular strategic evaluation of INFRAFRONTIER ERIC including scientific and ethical aspects shall be the task of an ad hoc independent external committee.

(2) The Assembly of Members shall initiate such evaluations at least once every five years. The Assembly of Members shall nominate the members of such independent external committee and, if appropriate, give specific directions. Details concerning the nomination and operation will be specified in the Rules of Procedure.

(3) Members of the independent external committee are acting under a personal title.

Article 8

Dissemination Policy

(1) INFRAFRONTIER ERIC shall promote the use of the INFRAFRONTIER RI in research and education.

(2) INFRAFRONTIER ERIC shall promote high quality research and support a culture of 'best practice' through dissemination activities.

(3) INFRAFRONTIER ERIC shall generally encourage researchers to make their research results publicly available and shall request users of the resources and services of the INFRAFRONTIER RI to make the results available through INFRAFRONTIER ERIC.

(4) INFRAFRONTIER ERIC shall identify the various target groups and shall use several channels to reach the target audiences, such as web portals, newsletters, workshops, presence at conferences, articles in journals and daily newspapers.

Article 9

Intellectual Property Rights Policy

(1) In accordance with the objectives of the present Statutes the term 'Intellectual Property' will be understood according to article 2 of the Convention establishing the World Intellectual Property Organization signed on 14 July 1967.

(2) Intellectual property rights of results created by INFRAFRONTIER ERIC's employees shall belong to INFRAFRONTIER ERIC and shall be managed by the Managing Directors.

(3) Use and collection of the INFRAFRONTIER ERIC's data shall be subject to European and national laws of data privacy.

(4) The intellectual property rights generated by users as a result of access to resources of INFRAFRONTIER ERIC shall be negotiated, aiming at a fair use by the user as well as by INFRAFRONTIER ERIC and/or the National Node concerned, taking into account their respective input.

(5) An Intellectual Property Rights Policy shall be adopted in line with Article 20 (11) (i) of these Statutes and shall contain further regulations concerning intellectual property rights.

Article 10

Employment Policy

(1) INFRAFRONTIER ERIC is committed to transparency and equality of opportunity and it shall not discriminate against any person on the grounds of race, ethnic origin, gender, creed, disability, sexual orientation or any other ground that is regarded as discrimination under the European Union law.

(2) Recruitment of staff is fully open and international.

Article 11

Procurement Policy

(1) INFRAFRONTIER ERIC shall treat procurement candidates and tenders equally and in a non-discriminatory way, independent of whether or not they are based in the Union.

(2) The INFRAFRONTIER ERIC's procurement policy shall respect the principles of transparency, non-discrimination and competition.

CHAPTER 2

Membership, Observers, National Nodes and Strategic Partners

Article 12

Membership, representing entity and Observers

(1) In accordance with Article 9 (1) of the ERIC Regulation Member States of the Union, associated countries, third countries other than associated countries and intergovernmental organisations may become Member of the INFRAFRONTIER ERIC.

(2) Entities listed in Article 12 (1) who are willing to contribute to the INFRAFRONTIER ERIC, but are not yet in a position to join as Members, may apply for Observer status.

(3) In accordance with Article 9 (4) of the ERIC Regulation, any Member or Observer may be represented by up to three public entities, including regions or private entities with a public service mission, as regards the exercise of specified rights and the discharge of specified obligations as a Member of INFRAFRONTIER ERIC. Each Member or Observer shall inform the Chairperson of the Assembly of Members of any change of its representing entity/entities.

(4) The Members and Observers and where appropriate their representing entities are listed in Annex 1. This Annex shall be kept up-to-date by the Chairperson of the Assembly of Members with the help of the Managing Directors.

Article 13

Accession of Members and Observers

(1) The terms of the accession of Members shall be the following:

(a) The accession of Members shall require the approval of the Assembly of Members;

(b) Applicants shall submit a written application to the Chairperson of the Assembly of Members;

(c) The application shall describe how the applicant will contribute to the INFRAFRONTIER ERIC's objectives and activities described in Article 3 (3) and how it will fulfill the obligations referred to in Article 15.

(2) In particular, an applicant must have shown, to the satisfaction of the Assembly of Members and verified by adequate means of quality assurance, that it has the means and sustained commitment to:

(a) Contribute to the resources and services of the INFRAFRONTIER RI in the field of generating, phenotyping, archiving and distributing disease models;

(b) Adhere to the scientific quality standards and standard operation procedures set by INFRAFRONTIER ERIC;

(c) Make annual financial contributions to the balanced annual budgets of the INFRAFRONTIER ERIC;

(d) Abide by the present Statutes.

(3) The terms for the admission of Observers are the following:

(a) Observers shall be admitted for a three year period which can be prolonged once up to three years;

(b) Applicants shall submit a written application to the Chairperson of the Assembly of Members and the Managing Directors;

(c) The application shall describe how the applicant will contribute to the INFRAFRONTIER ERIC's objectives and activities described in Article 3 (3) and how it will fulfil its obligations referred to in Article 16.

(4) Each Observer shall appoint in accordance with its internal procedures its representative(s) according to Article 20 (1) of these Statutes and inform the Assembly of Members and the Managing Directors in writing of such appointment.

Article 14

Withdrawal of a Member or an Observer/Termination of membership or observer status

(1) Within the first five years of the establishment of INFRAFRONTIER ERIC no Member may withdraw. The first year shall be a shortened year beginning with the date on which the Commission's decision to set up the INFRAFRONTIER ERIC takes effect.

(2) After the first 5 (five) years of the establishment of the INFRAFRONTIER ERIC a Member may withdraw at the end of a financial year, following a request 12 (twelve) months prior to the withdrawal.

(3) Observers may withdraw at the end of a financial year, following a request 6 (six) months prior to the withdrawal.

(4) Members and Observers shall fulfil financial and other obligations before their withdrawal can become effective.

(5) A Member having requested its withdrawal shall have no more voting rights in the Assembly of Members as far as the proposed decisions do not directly affect the Member concerned.

(6) The Assembly of Members may terminate by unanimous vote the membership of a Member or the observer status of an Observer if the following conditions are met:

(a) The Member or Observer is in serious breach of one or more of its obligations under these Statutes;

(b) The Member or Observer has failed to rectify such breach within a period of 6 (six) months since having been notified about the respective breach by the Assembly of Members;

(c) The Member or Observer has been heard before any decision of termination.

The Member or Observer shall not vote, but shall be given opportunity to contest the decision of termination and to present its defense to the Assembly of Members.

(7) Notwithstanding Article 14 (5), the Assembly of Members may also resolve, by unanimous vote, in the circumstances set out under Article 14 (5), not to terminate a Member's membership but to suspend or withdraw a Member's voting right for a certain period of time. The Assembly of Members may reinstate, by unanimous vote of the remaining Members, a Member's voting right at any time if such Member has remedied to satisfaction of the Assembly of Members any breach set out under Article 14 (5).

(8) A Member's voting right shall be automatically suspended if its financial obligations as set out in Annex 2 are not fulfilled in due time.

(9) Members or Observers that withdraw or have their membership or observership terminated shall have neither the right to restitution or reimbursement of any contribution made, nor the right to lay any claim to the assets of the INFRAFRONTIER ERIC.

Article 15

Rights and obligations of the Members

(1) Rights of Members shall include:

(a) To attend and vote at the Assembly of Members;

(b) To participate in the development of strategies and policies of INFRAFRONTIER ERIC;

(c) To have its research community participate in INFRAFRONTIER ERIC's events, such as workshops, conferences and training courses;

(d) To use INFRAFRONTIER ERIC's brand;

(e) To participate in European Union project proposals where INFRAFRONTIER ERIC acts as the submitting consortium;

(2) Each Member shall:

(a) Pay the annual financial contribution as specified in respective annual financial budgets approved by the Assembly of Members;

(b) Empower its representative(s) with the full authority to vote on all issues raised during the Assembly of Members and published in the agenda;

(c) Provide and maintain the necessary technical infrastructure to make access to the INFRAFRONTIER RI possible;

(d) Promote adoption and maintenance of the quality standards and standard operation procedures of the INFRAFRONTIER ERIC in their contributing national research infrastructures;

(e) Promote uptake of the INFRAFRONTIER RI's resources and services among researchers;

(f) Where appropriate, make investments in their national infrastructure in support of INFRAFRONTIER ERIC.

(3) Contributions other than the annual financial contribution to the INFRAFRONTIER ERIC may be provided by Members individually or jointly in cooperation with other Members, Observers or third parties.

Article 16

Rights and Obligations of the Observers

(1) Rights of Observers shall include:

(a) To attend the Assembly of Members without a vote;

(b) To have its research community participate in INFRAFRONTIER ERIC's events, such as workshops, conferences, training courses; space permitting;

(c) To let its research community have access to support from INFRAFRONTIER ERIC in developing relevant systems, processes and services.

(2) Each Observer shall make its contribution to INFRAFRONTIER ERIC's tasks and activities as set out in Article 3 (3). Each Observer shall make an annual payment as specified in Art. 25 (2) below. INFRAFRONTIER ERIC shall enter into an observer agreement with the Observer in order to establish the terms and conditions under which the obligations are to be fulfilled and the Observers' rights can be exercised.

Article 17

National Nodes

(1) In order to fulfill its role as a distributed European Research Infrastructure, INFRAFRONTIER ERIC shall collaborate with the National Nodes of its Members according to Article 12 (1). Such collaborations shall be based on legally binding agreements concluded between INFRAFRONTIER ERIC and the respective National Node. Those agreements shall include provisions on capabilities, access procedures and quality assurance.

(2) INFRAFRONTIER ERIC National Nodes

(a) Shall be composed of entities with the capacity to provide resources and services for the generation, phenotyping, archiving and distribution of disease models. This may include the provision of bioinformatics capacities for managing, analyzing and providing access to data related to the generation, phenotyping, archiving and distribution of disease models;

(b) Shall adhere to the quality standards and operation procedures set out by INFRAFRONTIER ERIC.

(3) Each National Node shall be represented in the Board of National Nodes established by the Assembly of Members in line with Article 19 (3) and Article 20 (11) (j).

(4) For the establishment of the Board of National Nodes, each Member may nominate its National Node for approval by the Assembly of Members.

(5) A new Member of INFRAFRONTIER ERIC nominates its National Node. The Managing Directors together with the Board of National Nodes shall assess, and as the case may be, verify with the help of site visits, whether a nominated National Node fulfils the scientific criteria for becoming an INFRAFRONTIER ERIC National Node. It shall be the Assembly of Members which decides on the acceptance of a nominated and positively assessed National Node.

(6) Unless otherwise agreed by the Assembly of Members, there shall be only one National Node per Member State of the Union, associated country, third country other than associated country and intergovernmental organisation.

(7) Any further National Node located in a Member State of the Union, an associated country, third country other than associated country and intergovernmental organisation may be proposed by a member of the Assembly of Members, the Board of National Nodes or the Managing Directors. The Assembly of Members will vote for adoption. Article 17 (5) sentences 2 and 3 shall apply mutatis mutandis.

(8) A regular evaluation initiated by the Managing Directors or the Assembly of Members and implemented by the Scientific Advisory Committee shall ensure that each National Node continues to meet the criteria for being an INFRAFRONTIER ERIC National Node.

(9) In case of the substitution of a National Node, Article 17 (5) sentences 2 and 3 shall apply mutatis mutandis.

Article 18

Third Parties, Strategic Partners

(1) In cases where the INFRAFRONTIER ERIC deems it beneficial, it may enter into agreement with any physical or legal person. Such agreement shall specify all rights and obligations of the parties.

(2) Third parties, e.g. national agencies and/or institutions, willing to contribute to the mission of INFRAFRONTIER RI on a long-term perspective, but not in a position to join as Members and/or Observers, may express their interest to the Chairperson of the Assembly of Members and the Managing Directors to conclude an agreement concerning a strategic partnership status. The terms of the strategic partnership will be defined in a specific strategic partnership agreement. Third parties having concluded such a strategic partnership agreement with INFRAFRONTIE ERIC are in the following referred to as 'Strategic Partners'.

CHAPTER 3

Bodies, Governance and Execution of Activities

Article 19

Bodies

(1) INFRAFRONTIER ERIC's governance bodies are

(a) the Assembly of Members

(b) the Managing Directors;

(2) The Assembly of Members shall establish a Scientific Advisory Committee as well as an Ethical Advisory Committee, both consisting of internationally renowned scientists who are not involved in INFRAFRONTIER ERIC.

(3) The Assembly of Members shall establish a Board of National Nodes according to Article 17. The Board of National Nodes shall be consulted when setting the annual scientific work programme of INFRAFRONTIER ERIC.

(4) The Assembly of Members may establish other advisory bodies.

(5) The Management Office of INFRAFRONTIER ERIC shall support the work of the Assembly of Members and is headed by the Managing Directors. The Management Office supports the Managing Directors to implement the decisions of the Assembly of Members and helps to organise, coordinate, prepare and follow-up the work of the governance and advisory bodies of INFRAFRONTIER ERIC.

Article 20

Assembly of Members

(1) The Assembly of Members shall be the highest and ultimate governing body of INFRAFRONTIER ERIC with full decision-making powers. As specified in Article 9 (3) of the ERIC Regulation, Member States or associated countries shall hold jointly the majority of the voting rights in the assembly of members. The Assembly of Members shall take into account the positions of the Ethical Advisory Committee. It shall be composed of the representatives of the Members and Observers of INFRAFRONTIER ERIC. Each Member shall have one vote. Up to two natural persons shall be appointed as

representatives of each Member/Observer in the Assembly of Members. In a delegation of two representatives, one should have a scientific and one an administrative expertise. Each Member ensures that the nomination of its representatives does not cause conflicts of interest between the Assembly of Members and the Board of National Nodes. The Chairperson of the Assembly of Members shall be informed in writing of such appointment.

(2) The Assembly of Members shall be constituted through the first meeting of the Members after establishment of INFRAFRONTIER ERIC.

(3) The Assembly of Members shall elect a Chairperson and a Vice-Chairperson from the Member's delegations for a period of 3 (three) years. With their election Chairperson and Vice-Chairperson shall become supra partes and leave their delegations. The Vice-Chairperson shall substitute the Chairperson in his/her absence and in the case of a conflict of interest. The Chairperson shall be elected for a 3 (three) year term, renewable once safe exceptional cases agreed by the Assembly of Members.

(4) The Assembly of Members shall be convened by the Chairperson with at least 8 (eight) weeks' notice, and the agenda including meeting documents shall be circulated at least 2 (two) weeks before the meeting. An invitation and circulation of the agenda by electronic means, such as e-mail, shall be permitted; it shall be ensured that the documents are addressed to the representatives of Members and Observers.

(5) The Assembly of Members shall meet at least once a year, and shall be responsible in accordance with the provisions of these Statutes for the overall direction and supervision of INFRAFRONTIER ERIC. Meetings through remote participation, including video-conferences and any other agreed electronic means, shall be possible. An extraordinary meeting of the Assembly of Members may be requested by at least 50 (fifty) % of the Members or by the Managing Directors if it is required in the interest of INFRAFRONTIER ERIC.

(6) The Assembly of Members may invite Strategic Partners to join in meetings, or part of a meeting, of the Assembly of Members where points will be discussed related to the Strategic Partners.

(7) The Managing Directors of the INFRAFRONTIER ERIC shall as a rule attend the meetings of the Assembly of Members.

(8) The Assembly of Members shall decide any matters that are necessary to fulfil the objectives of INFRAFRONTIER ERIC and which are not explicitly attributed to another governance body or other body.

(9) The Assembly of Members shall strive to adopt decisions by consensus, failing consensus simple majority of the casted votes will be needed for adoption of decisions unless otherwise provided.

(10) The following decisions shall be taken unanimously:

(a) Accession of new Members and termination of Membership;

(b) Proposals for amendments to the Statutes of the INFRAFRONTIER ERIC and the respective notification of the European Commission for approval/objection according to Article 11 of the ERIC Regulation;

(c) Mergers and divisions or spin-offs of the INFRAFRONTIER ERIC;

(d) Approval of the overall amount of the Members' and Observers' fixed contribution for the five-year-periods after the initial five-year-period.

(e) Approval of the annual financial budget (cf. Art. 25 (6)) if it includes a variable contribution by the Members for the respective financial year;

(f) Modifications to the annual financial budget during the course of the respective financial year which increase the financial contribution of the Members;

(g) Winding up of INFRAFRONTIER ERIC.

(11) The following decisions shall be taken by a qualified majority of 2/3 of the votes cast:

(a) Appointment and dismissal of the Managing Directors as well as change of the number of Managing Directors.

(b) Election of a Chairperson and Vice-Chairperson according to this Article 20 (3);

(c) Approval of additional, subsidiary and internal documents to these Statutes which represent a comprehensive set of provisions that regulate all operations within INFRAFRONTER ERIC, including but not limited to rules of procedure of INFRAFRONTIER ERIC bodies ('Rules of Procedure');

(d) Approval of the Procurement Policy of the INFRAFRONTIER ERIC;

(e) Resolutions on the appropriation of revenues, including the formation of reserves;

(f) Approval of the annual scientific work programme;

(g) Approval of the annual financial statement;

(h) Approval of the annual financial budget submitted by the Managing Directors if it does not include a variable contribution by the Members for the respective financial year;

(i) Approval of Intellectual Property Rights Policy;

(j) Establishment of the Board of National Nodes and accession/continuation of National Nodes;

(k) Accession of new Observers and/or Strategic Partners; content of a strategic partnership agreement; termination of Observer status and/or Strategic Partner status and related strategic partnership agreement;

(l) Instructions to the Managing Directors;

(m) Appointment and recall of a fully authorized corporate officer, empowered to represent the INFRAFRONTIER ERIC.

(12) The Assembly of Members shall have the capacity to take a decision if at least 2/3 of its Members are present, excluding the Chairperson and Vice-Chairperson (Quorum).

(13) Abstentions shall not be counted as a vote for or against the resolution in question. In the case of a tie, the vote of the Host Member State shall break the tie.

Article 21

Managing Directors

(1) The Managing Directors shall jointly lead INFRAFRONTIER ERIC. The Managing Directors shall be selected in a public and transparent process.

(2) The Assembly of Members shall appoint two Managing Directors of INFRAFRONTIER ERIC, one having a scientific and one having an administrative background. The Managing Directors shall be jointly responsible for the overall management of the infrastructure with the support of the INFRAFRONTIER ERIC Management Office. The allocation of responsibilities is regulated in the Rules of Procedure.

(3) The Managing Directors shall be jointly the legal representatives of INFRAFRONTIER ERIC. The Managing Directors shall prepare all major strategic and budgetary decisions of the Assembly of Members and are responsible for all financial and governance processes which maintain scientific excellence and integrity, cross-national comparability and interoperability. Specifically, the Managing Directors are responsible for the management of the INFRAFRONTIER ERIC's finances, for ensuring compliance with legal requirements and for assuring INFRAFRONTIER ERIC's deliverables, in particular the setting of quality standards and standard operation procedures. The Managing Directors shall be responsible for the implementation of the decisions of the Assembly of Members.

(4) The term of the Managing Directors shall be 3 (three) years, renewable twice.

Article 22

Board of National Nodes

The Board of National Nodes shall be regularly convened and chaired by the Managing Directors. The Board of National Nodes shall meet at least once a year. Rights and obligations governing the Board of National Nodes shall be set out in the Rules of Procedure.

Article 23

Scientific and Ethical Advisory Committees

(1) Scientific Advisory Committee.

The Scientific Committee will oversee the scientific quality of the INFRAFRONTIER ERIC activities and will provide advice related thereto to the Assembly of Members and the Managing Directors. The members of the Scientific Advisory Committee shall be appointed by the Assembly of Members acting on a proposal by the Managing Directors. The Scientific Advisory Committee shall consist of not more than 5 (five) scientists from the public or private sector with senior expertise in the field of functional genomics and animal model systems, bioinformatics, and the management of large-scale research infrastructure. One member of the Scientific Advisory Committee shall serve as a user representative.

(2) Ethical Advisory Committee.

The Ethical Advisory Committee shall advise the Assembly of Members and the Managing Directors concerning ethical aspects of decisions to be taken as well as in ethical questions arising at European level. The Ethical Advisory Committee shall ensure the compliance with ethical standards. The members of the Ethical Advisory Committee shall be appointed by the Assembly of Members acting on a proposal by the Managing Directors. The Ethical Advisory Committee shall consist of 3 (three) scientists from the public or private sector with specific expertise in the field of animal welfare and ethics.

(3) Members of the Scientific and Ethical Advisory Committees are acting under a personal title.

(4) Details concerning the operation of the Scientific and Ethical Advisory Committees will be specified in the Rules of Procedure.

Article 24

Reporting to the Commission

(1) INFRAFRONTIER ERIC shall produce an annual activity report, containing in particular the scientific, operational and financial aspects of its activities. The report shall be approved by the Assembly of Members and transmitted to the Commission and the relevant public authorities within six months from the end of the corresponding financial year. This report shall be made publicly available.

(2) INFRAFRONTIER ERIC shall inform the Commission of any circumstances which threaten to seriously jeopardize the achievement of INFRAFRONTIER ERIC's tasks or hinder the INFRAFRONTIER ERIC from fulfilling requirements laid down in the ERIC Regulation.

CHAPTER 4

Finances

Article 25

Resources, budgetary principles, budget and accounts

(1) The resources of INFRAFRONTIER ERIC shall consist of the following: financial contributions of Members and Observers and other resources within limits and under terms approved by the Assembly of Members.

(2) The Members' and Observers' contributions shall follow the following principles:

(a) A Member's annual financial contribution shall be composed of a fixed contribution and a variable share as calculated according to Annex 2. The overall amount of the fixed contribution will be decided by the Assembly of Members every five years. There shall be a variable annual contribution only if the proposed expenditures to be covered by Member contributions in the annual budget are higher than the fixed contribution and only if the Members approve this in accordance with Art. 20.

(b) Each Observer shall pay one half of a portion, as calculated according to Annex 2.

(3) The financial year of INFRAFRONTIER ERIC shall begin on 1 January and shall end on 31 December of each year. The first financial year of the INFRAFRONTIER ERIC shall be a shortened financial year beginning with the date the Commission's decision to set up INFRAFRONTIER ERIC takes effect.

(4) The accounts of INFRAFRONTIER ERIC shall be accompanied by a report on budgetary and financial management of the financial year.

(5) INFRAFRONTIER ERIC shall be subject to the requirements of the law of the country where it has its statutory seat as regards preparation, filing, auditing and publication of accounts.

(6) The Managing Directors shall prepare and submit to the Assembly of Members for approval a draft annual financial budget and draft annual scientific work programme for each financial year covering income and costs of the INFRAFRONTIER ERIC on an annual basis. All items of revenue and expenditure of the INFRAFRONTIER ERIC shall be included in estimates to be drawn up for each financial year and shall be shown in the budget. Revenue and expenditure shown in the budget must be in balance. The principle of transparency for establishing and implementing the budget and for presenting the accounts applies.

(7) After conclusion of the financial year, the Managing Directors shall prepare the annual financial statement. The Managing Directors shall ensure that the annual financial statement is audited on an external and independent basis. The audited annual financial statement shall be approved by the Assembly of Members. The auditor's statement shall be part of the report to the Commission as specified in Art. 24 (1) above.

(8) The INFRAFRONTIER ERIC shall ensure that all appropriations shall be used in accordance with the principles of sound financial management.

(9) The funds of INFRAFRONTIER ERIC may be used only for the purposes set out in the Statutes. Members of INFRAFRONTIER ERIC may not receive profit shares nor other allocations from the funds of INFRAFRONTIER ERIC; INFRAFRONTIER ERIC may not provide a benefit for any person by means of expenditure unrelated to the principal task or any disproportionately high remuneration.

(10) The INFRAFRONTIER ERIC shall record the costs and revenues of its economic activities separately.

CHAPTER 5

Tax

Article 26

Tax and excise duty exemption

(1) VAT exemptions based on Articles 143(1)(g) and 151(1)(b) of Council Directive 2006/112/EC and in accordance with Articles 50 and 51 of Council Implementing Regulation (EU) No 282/2011, shall be limited to purchases of goods and services by INFRAFRONTIER ERIC and by members of the ERIC, as defined in Article 9(1) of Council Regulation (EC) No 723/2009 of 25 June 2009 on the Community legal framework for a European Research Infrastructure Consortium (ERIC) which are for the official and exclusive use by INFRAFRONTIER ERIC provided that such purchase is made solely for the non-economic activities of INFRAFRONTIER ERIC in line with its activities.

(2) VAT exemptions shall be limited to purchases exceeding the value of EUR 300.

(3) Excise Duty exemptions based on Article 12 of Council Directive 2008/118/EC, shall be limited to purchases by INFRAFRONTIER ERIC which are for the official and exclusive use by INFRAFRONTIER ERIC provided that such purchase is made solely for the non-economic activities of the INFRAFRONTIER ERIC in line with its activities and that the purchase exceeds the value of EUR 300.

(4) Purchases by the staff members are not covered by the exemptions.

CHAPTER 6

Other Policies

Article 27

Data Policy

(1) Generally Open Source and Open Access principles shall be favoured.

(2) INFRAFRONTIER ERIC shall provide guidance (including via website) to users to ensure that research undertaken using material made accessible through INFRAFRONTIER ERIC shall be conducted within a framework that recognizes the rights of data owners and privacy of individuals.

(3) INFRAFRONTIER ERIC shall ensure that users agree to the terms and conditions governing access and that suitable security arrangements are in place regarding internal storage and handling.

(4) INFRAFRONTIER ERIC shall define arrangements for investigating allegations of security breaches and confidentiality disclosures regarding research data.

CHAPTER 7

Final Provisions

Article 28

Applicable Law

INFRAFRONTIER ERIC shall be governed, by precedence

(a) By European Union law, in particular the ERIC Regulation;

(b) in the case of matters not, or only partly, regulated by European Union law, by the law of the state where the INFRAFRONTIER ERIC has its statutory seat to the exclusion of its conflict-of-laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG);

(c) by these Statutes and their implementing rules.

Article 29

Disputes

(1) The Court of Justice of the European Union shall have jurisdiction over litigation among the Members in relation to INFRAFRONTIER ERIC, between Members and INFRAFRONTIER ERIC and over any litigation to which the Union is a party.

(2) Union legislation on jurisdiction shall apply to disputes between INFRAFRONTIER ERIC and third parties. In cases not covered by Union legislation, the law of the State where INFRAFRONTIER ERIC has its statutory seat shall determine the competent jurisdiction for the resolution of such disputes.

Article 30

Statutes updates and availability

The Statutes shall be kept up to date and publicly available on INFRAFRONTIER ERIC website and at the statutory seat.

Article 31

Set-up provisions

(1) A constitutional meeting of the Assembly of Members shall be called by the Host Member State within 3 (three) months after the Commission's decision to set up the INFRAFRONTIER ERIC takes effect.

(2) The Host Member State shall notify the founding Members of any specific urgent legal action that needs to be taken on behalf of the INFRAFRONTIER ERIC before the constitutional meeting is held. Unless a founding Member objects within five calendar days after being noticed, the legal action shall be carried out by a person duly authorized by the Host Member State.

Article 32

Miscellaneous

(1) The working language of INFRAFRONTIER ERIC shall be English.

(2) Insolvency proceedings shall be governed by the law of the state where the INFRAFRONTIER ERIC has its statutory seat.

ANNEX 1

List of Members, Observers and representing entities

Country or Intergovernmental Organisation	Representing Entity
FEDERAL REPUBLIC OF GERMANY	Federal Ministry of Education and Research (BMBF)
FRENCH REPUBLIC	Ministry of Higher Education and Research
CZECH REPUBLIC	Ministry of Education, Youth and Sports (MEYS)
REPUBLIC OF FINLAND	Ministry of Education and Culture
HELLENIC REPUBLIC	Biomedical Sciences Research Center 'Alexander Fleming'
KINGDOM OF SWEDEN	Karolinska Institutet

ANNEX 2

Financial annex

A Member's annual financial contribution shall be composed of a fixed contribution and - under circumstances described in Art. 25 - a variable share. An Observer's annual financial contribution shall only consist of a fixed contribution.

The overall amount of the fixed contribution is fixed at 650 000 (six hundred fifty thousand) €/year for the initial five year period. It will be voted by unanimous decision by the Assembly of Members for the next five year periods.

The method of calculation with respect to the financial contribution per Member/Observer shall be as follows:

(1) The overall amount of the fixed contribution shall be divided into equal portions. The number of portions depends on the number of Members and Observers and their function within INFRAFRONTIER ERIC.

Members whose National Node(s) only conduct(s) services of archiving and distribution of mouse models (repository) shall pay 1 (one) of the equal portions. Members whose National Node(s) conduct(s) services of archiving and distribution of mouse models (repository) and mouse-phenotyping (clinic) shall pay 2 (two) of the equal portions.

Members having no National Node shall at least contribute one portion.

Each Observer shall pay one half of a portion.

The Federal Republic of Germany, as the Host Member State, shall furthermore contribute 4 (four) portions of the overall fixed contribution.

The following table shows the fixed contributions of the designated founding Members and Founding Observers:

Founding Member	Number of portions	Fixed Contribution (€)
FEDERAL REPUBLIC OF GERMANY	6	300 000
FRENCH REPUBLIC	2	100 000
CZECH REPUBLIC	2	100 000
REPUBLIC OF FINLAND	1	50 000
HELLENIC REPUBLIC	1	50 000
KINGDOM OF SWEDEN	1	50 000
Founding Observer (none)	-	-
Total	13	650 000

(2) In cases where the proposed expenditures exceed the overall amount of the fixed contribution, and where this exceeding amount cannot be borne by other revenues, the Managing Directors may suggest to cover these exceeding expenditures by a variable share to be borne by the Members. The overall amount of this variable share shall be split among the Members as described in the preceding paragraph.

(3) The contributions of Members or Observers joining in later during the initial or subsequent five year period shall be determined following the same principles as stated in this Annex 2. The Member and Observer contributions shall be adapted accordingly in the following calendar year.

(4) The INFRAFRONTIER ERIC shall receive the respective portions of the fixed contribution at the latest two months after the start of the financial year according to Art. 25 (3) above. The variable share proportion must be received by the INFRAFRONTIER ERIC upon payment requests issued by the INFRAFRONTIER ERIC and within the delay announced in the respective payment request (delay shall not be shorter than 4 (four) weeks).