

**STATUTES OF THE EUROPEAN INFRASTRUCTURE OF OPEN SCREENING
PLATFORMS FOR CHEMICAL BIOLOGY
EUROPEAN RESEARCH INFRASTRUCTURE CONSORTIUM
(EU-OPENSREEN ERIC)**

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Preamble

THE CZECH REPUBLIC,
THE REPUBLIC OF FINLAND,
THE FEDERAL REPUBLIC OF GERMANY,
THE REPUBLIC OF LATVIA,
THE KINGDOM OF NORWAY,
THE REPUBLIC OF POLAND,

hereinafter referred to as 'the Founding Members',

DESIRING to strengthen the position of Europe, and especially of the Founding Members, in the world and to facilitate transnational cooperation in the field of Chemical Biology;

CONSIDERING the endless diversity of possible chemical structures and broad complexity of the biological sciences;

CONSIDERING that access to the most advanced technologies, chemistry, biology and informatics resources, knowledge and expertise is often limited for the majority of European Chemical Biology researchers;

CONCLUDING that European countries must overcome this fragmentation and provide open access, thus strengthening the competitiveness of Europe in Chemical Biology and the Life Sciences in general;

BUILDING on the ESFRI roadmap which identified the European Infrastructure of Open Screening Platforms for Chemical Biology (EU-OPENSREEN) as the distributed research infrastructure supporting Chemical Biology and related Life Sciences in Europe through the provision of transnational access to technologies, expertise, data and training and education programs; promoting data sharing; implementing common high quality standards; strengthening collaboration between researchers from academia and industry; and encouraging the structuring of national infrastructures;

RECOGNISING that a membership in EU-OPENSREEN ERIC enables chemists, biologists, clinicians, engineers and IT specialists to collaborate, taking advantage of EU-OPENSREEN ERIC's compound collection and database, and thus strengthens the attractiveness and competitiveness of national Chemical Biology research activities with a strong impact on research capacity, innovation and health;

INVITING other countries to participate in the common activities under the following Statutes

HAVE AGREED AS FOLLOWS:

Chapter 1

GENERAL PROVISIONS

Article 1

Establishment of EU-OPENSREEN ERIC

- (1) The European Infrastructure of Open Screening Platforms for Chemical Biology, 'EU-OPENSREEN', is established. EU-OPENSREEN shall have the legal form of a European Research Infrastructure Consortium (ERIC), hereinafter referred to as 'EU-OPENSREEN ERIC'.
- (2) The statutory seat of EU-OPENSREEN ERIC shall be in Berlin, Germany.
- (3) The working language of EU-OPENSREEN ERIC shall be English.

Article 2

Definitions

In these Statutes the following words or expressions with capital letters shall have the following meanings unless otherwise indicated by the context:

- a) 'Member' means an entity according to Article 4.
- b) 'Founding Member' means an entity according to Article 4.
- c) 'Observer' means an entity according to Article 5.
- d) 'Partner Site' means an entity according to Article 11.
- e) 'User' means a legal entity whose scientists seek access to services and resources of EU-OPENSREEN ERIC. A 'User' does not necessarily have to be located in a Member or Observer country.
- f) 'Assay Providing User' means a legal entity whose scientists provide a test system (assay) which will be used to screen the EU-OPENSREEN compound collection.
- g) 'Compound Providing User' means a legal entity whose scientists provide compounds which will be integrated into the EU-OPENSREEN compound collection.

- h) 'Database User' means a legal entity whose scientists use the EU-OPEN-SCREEN database.
- i) 'National Node' means a Partner Site which has been appointed by its host country in order to serve as a liaison between EU-OPENSREEN ERIC and the local scientific community, strengthen the link between the national scientific community (Users) and the distributed research infrastructure, and to build trust in the infrastructure and catalyse the participation of scientists (such as Assay Providing Users, Compound Providing Users).
- j) 'Central Office' is EU-OPENSREEN ERIC's office located in Berlin. All processes concerning the organisation and implementation of EU-OPENSREEN ERIC's tasks are managed by the office staff.
- k) 'Host Member State' refers to the country where EU-OPENSREEN ERIC's statutory seat is located.
- l) 'Rules of Procedure' means an additional, subsidiary and internal document to these Statutes according to Article 13 (5) which represent a comprehensive set of provisions that regulate all operations within EU-OPENSREEN ERIC.

Article 3

Objectives and Tasks

- (1) EU-OPENSREEN ERIC shall establish, operate and develop a European distributed research infrastructure consisting of screening platforms as well as chemistry and biology facilities, in order to facilitate the access to resources, tools and facilities to researchers and to support high quality research on the molecular mechanisms of biological processes.
- (2) EU-OPENSREEN ERIC shall operate the infrastructure on a non-economic basis. EU-OPENSREEN ERIC may carry out limited economic activities, provided that these are closely related to its principal task and that they do not jeopardise the achievement thereof.
- (3) To fulfil its tasks EU-OPENSREEN ERIC shall undertake and coordinate activities, including but not limited to:
 - b) develop, build and maintain a European Chemical Biology Library of Compounds;

- a) develop, build and maintain a Central Database of screening results;
- b) build and maintain a Central Office for coordinating activities;
- c) organise and coordinate high-quality infrastructure services supported by harmonised procedures and quality standards;
- d) grant researchers effective access to the resources and services of EU-OPEN-SCREEN ERIC and its Partner Sites in accordance with the rules defined in these Statutes;
- e) establish collaboration with the other European and international research infrastructures in order to serve the research community in interdisciplinary research questions;
- f) disseminate tools and data for the use of the public;
- g) engage in exchange with relevant industry without prejudice to Article 3 (2) of Regulation (EC) No 723/2009.

Chapter 2

MEMBERSHIP

Article 4

Membership and representation

- (1) Entities according to Article 9 (1) of Regulation (EC) No 723/2009 may participate in EU-OPENSREEN ERIC as Members or Observers. The Members at the time the ERIC status is awarded by the European Commission to EU-OPENSREEN shall be referred to as the 'Founding Members'.
- (2) Any Member may appoint a representing entity. The representing entity shall be authorised to represent the Member in all internal issues of EU-OPENSREEN ERIC. A Member shall inform the Director General of any change of its representing entity.
- (3) Members and their representing entities are listed in Annex 1 to the Statutes. The Annex will be kept updated by the Director General.

Article 5

Observer status and representation

- (1) Entities willing to become Members of EU-OPENSREEN ERIC, but not yet in a position to join as Members, may become Observers with limited rights and obligations according to Article 10. The participation as an Observer in EU-OPENSREEN ERIC will be limited to three years. An extension may be decided by the Assembly of Members on a case-by-case basis.
- (2) Any Observer may appoint a representing entity. The representing entity shall be authorised to represent the Observer in all internal issues of EU-OPENSREEN ERIC. An Observer shall inform the Director General of any change of its representing entity.
- (3) Observers and their representing entities are listed in Annex 1 to the Statutes. The Annex shall be kept updated by the Director General.

Article 6

Admission of new Members and Observers

The terms for admission of new Members and Observers are the following:

- a) The admission shall require the approval of the Assembly of Members according to the majorities established in Article 14.
- b) A written application shall describe how the applicant shall contribute to the objectives and tasks of EU-OPENSREEN ERIC described in Article 3 and how it shall fulfil the obligations referred to in Article 9 or 10 respectively.

Article 7

Withdrawal of a Member or an Observer

- (1) A Member may withdraw following a written request twelve months prior to the withdrawal. Within the first five years of a membership, no Member may withdraw unless membership has been entered into for a specified shorter period.
- (2) An Observer may withdraw following a written request twelve months prior to the withdrawal.

- (3) Withdrawing Members and Observers shall fulfill all obligations referred to in Article 9 (2) or Article 10 (2) while the process of withdrawing is ongoing.

Article 8

Termination of a Membership or an Observer status

- (1) The Assembly of Members, upon hearing the Member or Observer in question, may terminate a membership or an observer status if the Member or Observer
- a) is in serious breach of one or more of its obligations under these Statutes, or
 - b) causes or threatens to cause a serious disruption in the operation of EU-OPENSREEN ERIC which would either result in a paralysis of internal procedures or hamper the delivery of EU-OPENSREEN ERIC services.
- (2) When termination of a Membership or Observer status is voted on, the Member concerned shall have no voting rights for the proposed decision and the majorities given in Article 14 shall be adjusted accordingly.
- (3) Members and Observers shall fulfil all obligations referred to in Article 9 (2) or Article 10 (2) while the process of termination is pending. Nevertheless, a termination shall become effective even if obligations are not being fulfilled.

Chapter 3

RIGHTS AND OBLIGATIONS OF MEMBERS AND OBSERVERS

Article 9

Rights and obligations of Members

- (1) Rights of Members:
- a) Each Member may attend the Assembly of Members with the right to vote. Members shall state in the appointment letter the name(s) of the delegate(s) with voting right.
 - b) Each Member may participate in all processes and decision making on all matters relating to EU-OPENSREEN ERIC.
 - c) Users located in a Member country shall have access to services, support and events of EU-OPENSREEN ERIC. The access shall be subject to the condi-

tions as set in the access policy according to Annex 3 to the Statutes.

- d) Each Member may appoint a National Node and additional contact points as deemed necessary on national level. Further details shall be laid down in the Rules of Procedure.

(2) Obligations of Members:

- a) Each Member shall pay an annual contribution as decided by the Assembly of Members in accordance with the membership contribution principles given in Annex 2 to the Statutes.
- b) Each Member shall nominate one or more national Partner Sites. Each Member shall support their Partner Sites in offering services according to Article 11.

Article 10

Rights and obligations of Observers

(1) Rights of Observers:

- a) Each Observer may attend the Assembly of Members without the right to vote.
- b) Users located in an Observer country shall have access to services, support and events of EU-OPENSREEN ERIC. The access shall be subject to the conditions as set in the access policy according to Annex 3 to the Statutes.
- c) Each Observer may appoint contact points as deemed necessary on national level. Further details shall be laid down in the Rules of Procedure.

(2) Obligations of Observers:

Each Observer shall pay an annual contribution as decided by the Assembly of Members in accordance with the principles given in Annex 2 to the Statutes.

Chapter 4

PARTNER SITES

Article 11

Partner Sites

- (1) Partner Sites shall be entities with scientific and technological capabilities, and

shall themselves or through the organisation in which they are embedded have the legal capacity to sign binding service level agreements with EU-OPENSREEN ERIC. They shall provide services to the researchers like screening, assay development or chemical optimisation of biologically active compounds.

- (2) The terms for acceptance of a Partner Site are the following:
- a) A Partner Site must be nominated by a Member or an Applicant Member. It must be located in the nominator's country.
 - b) A Member or an Applicant Member that nominates a Partner Site shall submit a written proposal to the Assembly of Members.
 - c) The proposal shall be evaluated by an evaluation committee which shall be appointed by the Assembly of Members. The evaluation committee is an independent ad-hoc structure. It is composed of international scientific experts. The further details shall be laid down in the Rules of Procedure. The evaluation committee shall take into account the following criteria:
 - i. scientific quality, excellence and good scientific practice,
 - ii. capacities and resources and their availability to provide services within the EU-OPENSREEN ERIC framework,
 - iii. strategy for sustainability,
 - iv. expected added value to EU-OPENSREEN ERIC, such as addition of new or enhancement of existing capabilities.
 - d) The Assembly of Members shall decide on the proposal based on the evaluation result. Decisions on Partner Sites proposed by Applicant Members can be made only after the decision on the membership of the Applicant Member.
 - e) A Partner Site shall itself or through the organisation in which it is embedded, sign a service level agreement with EU-OPENSREEN ERIC establishing the rights and duties that shall govern their relationship, including an agreement on the handling of intellectual property rights.
- (3) Partner Sites nominated by Founding Members may be inaugurated on the constitutional meeting of EU-OPENSREEN ERIC, provided that
- a) they have been evaluated before by the criteria of Article 11 (2) c);
 - b) the evaluation resulted in a positive assessment and has been approved by the Assembly of Members.

The Partner Sites that have been nominated are stated in Annex 5 to the Statutes.

- (4) Partner Sites shall:
- a) perform certain services as described in the service level agreement;
 - b) consult with other Partner Sites in making resources, tools and services available to the researchers;
 - c) take part in the Partner Site Forum as set out in Article 16.
- (5) The terms of termination or withdrawal of a Partner Site shall be set out in the Rules of Procedure.

Chapter 5

GOVERNANCE

Article 12

Governance Structure

The governance shall comprise the following bodies:

- a) the Assembly of Members,
- b) the Director General.

Article 13

Assembly of Members

- (1) The Assembly of Members shall be the highest and ultimate governing body of EU-OPENSREEN ERIC with full decision-making power. The Assembly of Members shall be responsible in accordance with the provisions of these Statutes for the overall direction and supervision of EU-OPENSREEN ERIC.
- (2) The Assembly of Members shall be constituted through the first meeting of the Members after the establishment of EU-OPENSREEN ERIC.
- (3) The Assembly of Members shall be composed of representatives of Members and Observers. Each Member or Observer shall appoint up to two delegates to the Assembly of Members, while every delegate may be represented by a proxy. Each

Member shall have one vote. Observers shall have no voting right.

- (4) The Assembly of Members shall meet at least once a year. Upon request of at least one third of all Members or of the Director General, the Chairperson shall initiate additional meetings.
- (5) The Assembly of Members shall:
 - a) draw up and amend internal Rules of Procedure;
 - b) discuss, amend and decide on the strategy, governance structure, and intellectual property right policy;
 - c) decide on all issues that are closely related to budgetary questions, such as defining the financial contributions required for membership or observer status;
 - d) approve the annual report and work plan, including the annual budget and audited accounts;
 - e) decide on proposals for amendments to the Statutes and submit these to the European Commission for approval;
 - f) admit and terminate the membership of Members and Observers and decide on a wind-up of EU-OPENSREEN ERIC;
 - g) elect, approve, and revoke a Chairperson and a Vice-Chairperson of the Assembly of Members and define their term of office;
 - h) appoint, suspend or dismiss the Director General, and provide guidance and direction to the Director General;
 - i) appoint or dismiss the members of the Scientific and Ethical Advisory Board;
 - j) establish further bodies, working level structures and advisory boards and define their assignment and ruling, if deemed necessary;
 - k) decide on the User access policy within the principles of Annex 3 to the Statutes;
 - l) and decide on any other matters that are necessary to fulfil the tasks of EU-OPENSREEN ERIC.

Article 14

Decision making by the Assembly of Members

- (1) Quorum shall be formed if 75 % of the Members are present representing 75 % of the Members' annual mandatory contributions. If the quorum is not met, a second meeting shall be convened as soon as possible following a new invitation with the same agenda.
- (2) On all decisions the Assembly of Members shall use their best efforts to achieve consensus. Abstaining from vote shall be possible. Abstention shall not be considered as to hinder consensus.
- (3) If consensus fails, a simple majority of those Members present and voting shall be sufficient to pass a decision unless explicitly stated otherwise in Article 14 (5) or (6).
- (4) In the event of tie vote the majority of mandatory contributions shall have the casting vote.
- (5) Decisions regarding the following matters shall require consensus:
 - a) the amendment of the Statutes;
 - b) the long-term work and financial plan;
 - c) changes of Annex 2 to the Statutes.
- (6) Decisions regarding the following matters shall require agreement of at least 75 % of all Members representing at least 75 % of the Members' annual mandatory contributions:
 - a) adoption of internal Rules of Procedure or their amendment;
 - b) approval and amendment of the annual work plan and budget;
 - c) approval of the annual report and the audited accounts;
 - d) winding up EU-OPENSREEN ERIC;
 - e) admission, extension or termination of the membership or observer status;
 - f) appointment, reappointment, suspension or dismissal of the Director General.
- (7) A Member that is in arrears with the financial contribution at the end of the financial

year shall have no voting rights. The quorum and majorities shall be adjusted accordingly.

Article 15

Director General

- (1) The Director General shall be the legal representative of EU-OPENSREEN ERIC in charge of its day-to-day management.
- (2) The Director General shall be appointed by the Assembly of Members for a term of up to five years, with the possibility to be reappointed once. Further details shall be laid down in the Rules of Procedure.
- (3) The Director General shall follow the guidance and decisions taken by the Assembly of Members in carrying out of his or her responsibilities.
- (4) The Director General shall be assisted by the staff of the Central Office.
- (5) The Director General shall:
 - a) be responsible for the efficient administration of EU-OPENSREEN ERIC and for ensuring the execution of the decisions of the Assembly of Members;
 - b) be in charge of execution of the work plan, including establishment of EU-OPENSREEN ERIC services and expenditure of budget;
 - c) conclude contracts and conduct other legal and administrative proceedings;
 - d) appoint, supervise and dismiss EU-OPENSREEN ERIC staff;
 - e) report to the Assembly of Members and be accountable for EU-OPENSREEN ERIC finances and for observing all legal requirements in the development of its tasks and activities;
 - f) prepare and submit to the Assembly of Members, after consultation with the Partner Site Forum, a draft annual work plan and budget as well as the long-term work and financial plan of EU-OPENSREEN ERIC;
 - g) provide the Assembly of Members with an annual report on the work plan, including financial accounts, tasks achieved, tasks not achieved and appropriate explanations or correcting measures, no later than three months after the end of each financial year;

- h) prepare and submit after approval of the Assembly of Members any documentation requested by the European Commission;
- i) prepare and attend the meetings of the Assembly of Members;
- j) attend the Partner Site Forum meetings.

Article 16

Partner Site Forum

- (1) The Partner Site Forum shall be a permanent body and shall be composed of one representative from each Partner Site and one representative from each National Node, if applicable. Each Partner Site shall nominate its representative. The Partner Site representatives shall nominate a Chair from within their ranks.
- (2) The Partner Site Forum shall:
 - a) advise the Director General in the development of the annual work plan and budget and other matters requested by the Director General;
 - b) support the Director General in execution of the annual work plan and budget, for enabling efficient interaction between the Partner Sites;
 - c) advocate for the needs of the Partner Sites within EU-OPENSREEN ERIC.
- (3) The Partner Site Forum may draw up its own Rules of Procedure which shall be approved by the Assembly of Members.

Article 17

Scientific and Ethical Advisory Board

- (1) The Scientific and Ethical Advisory Board shall consist of independent and internationally recognised scientists and/or experts acting on their personal title.
- (2) The Scientific and Ethical Advisory Board shall offer advice on all matters including ethical questions requested by the Assembly of Members. Further details will be laid down in the Rules of Procedure.
- (3) The Assembly of Members shall appoint the members of the Scientific and Ethical Advisory Board for three years. The Assembly of Members may reappoint them

once for the same duration.

Chapter 6

FINANCE

Article 18

Resources of EU-OPENSREEN ERIC

The resources of EU-OPENSREEN ERIC shall consist of the following:

- a) contributions of Members and Observers as described in Annex 2 to the Statutes;
- b) other resources within legal limits and under terms approved by the Assembly of Members.

Article 19

Budgetary principles and accounts

- (1) The ordinary financial year of EU-OPENSREEN ERIC shall be the calendar year.
- (2) The budget shall be established, implemented and the accounts presented in compliance with principles of transparency and sound financial management.
- (3) All items of revenue and expenditure of EU-OPENSREEN ERIC shall be included in estimates to be drawn up for each financial year and shall be shown in the annual budget.
- (4) The accounts of EU-OPENSREEN ERIC shall be accompanied by a report on the performance, on budgetary and financial management of the financial year.
- (5) EU-OPENSREEN ERIC shall have separate records for its economic and non-economic activities.

Article 20

Liability

- (1) The liability of the Members and Observers for the debts of EU-OPENSREEN

ERIC shall be limited to their respective contributions.

- (2) EU-OPENSREEN ERIC shall take appropriate and commensurate insurance to cover the risks specific to the construction and operation of EU-OPENSREEN ERIC.

Chapter 7

REPORTING TO THE EUROPEAN COMMISSION

Article 21

Reporting to the European Commission

EU-OPENSREEN 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 European Commission and relevant public authorities within six months of the end of the corresponding financial year. This report shall be made publicly available on the EU-OPENSREEN ERIC website.

Chapter 8

POLICIES

Article 22

Access policies for Users

- (1) EU-OPENSREEN ERIC shall grant Users access to its services and resources according to the policy laid down in Annex 3 to the Statutes.
- (2) There shall be different categories of Users. The Assembly of Members shall decide on various fees and scope of access for these categories.

Article 23

Outreach policy

- (1) EU-OPENSREEN ERIC shall promote the construction of a chemical biology network and community in Europe and shall encourage researchers to embark on

new and innovative projects in the life sciences and to use EU-OPENSREEN ERIC in their higher education.

- (2) EU-OPENSREEN ERIC shall promote high quality research and shall support a culture of “best practices”, including training activities.

Article 24

Dissemination Policy

Users of EU-OPENSREEN ERIC services and resources shall make their research results publicly available within the Central Database of EU-OPENSREEN ERIC after a grace period of two years. Upon request an extension up to a total of three years may be granted. Notwithstanding, existing rights and obligations shall be respected.

Article 25

Intellectual property rights policy

- (1) The term intellectual property shall be understood according to Article 2 of the convention establishing the World Intellectual Property Organisation signed on 14 July 1967.
- (2) EU-OPENSREEN ERIC may own intellectual property whenever EU-OPENSREEN ERIC contribution covers the innovation process. Further details in relation to the intellectual property policy of EU-OPENSREEN ERIC shall be set out in Annex 4 to the Statutes and in the Rules of Procedure.
- (3) Income generated by intellectual property produced by EU-OPENSREEN ERIC shall be used for the operations of EU-OPENSREEN ERIC up to a threshold laid down in the Rules of Procedure. The use of income above this threshold shall be subject to a decision of the Assembly of Members.
- (4) No provision in these Statutes should be understood as seeking to alter the scope and application of intellectual property rights and benefit-sharing agreements as determined under relevant laws and regulations of the Members and Observers and international agreements to which they are a party.

Article 26

Employment policy

- (1) EU-OPENSREEN ERIC shall be an equal opportunity employer. For each task EU-OPENSREEN ERIC shall select the best candidate. EU-OPENSREEN ERIC employment policy shall be governed by the laws of the country in which the staff is employed.
- (2) The selection procedures for EU-OPENSREEN ERIC staff positions shall be transparent, non-discriminatory and respect equal opportunities. Recruitment and employment shall not be discriminatory.

Article 27

Procurement policy and tax exemption

- (1) EU-OPENSREEN ERIC shall treat procurement candidates and tenderers equally and in a non-discriminatory way, independent of whether or not they are based in the European Union. All procurements shall follow the principles of transparency, non-discrimination and competition. Public procurement of innovation may be made a criterion. Details shall be laid down in the Rules of Procedure.
- (2) Procurement by Partner Sites shall respect EU-OPENSREEN ERIC needs, technical requirements and specifications issued by the relevant bodies. Further details shall be laid down in the Rules of Procedure. The agreement between a Partner Site and EU-OPENSREEN ERIC shall contain an according provision.
- (3) Tax exemptions based on point (g) of Article 143 (1) and point (b) of Article 151 (1) of Directive 2006/112/EC and in accordance with Articles 50 and 51 of Council Implementing Regulation (EU) No 282/2011 (OJ L 77, 23.3.2011, p. 1.) shall apply to purchases of goods and services which are for the official use by EU-OPENSREEN ERIC, are procured and paid for by it and for which the amount of VAT to be reimbursed exceeds a total of EUR 25 per invoice. Procurement by individual members shall not benefit from these exemptions. No tax exemption shall be granted on goods and services intended for the personal use of EU-OPENSREEN ERIC employees or of third parties.
- (4) Excise goods as defined in points (b) and (c) of Article 1 (1) of Council Directive

2008/118/EC (OJ L 9, 14.1.2009, p. 12) may be granted an exemption from payment of excise duty in accordance with point (b) of Article 12 (1) of that Directive provided that those excise goods are intended exclusively for official use by EU-OPENSREEN ERIC and are procured and paid for by it. No exemption from payment of excise duties shall be granted for excise goods intended for the personal use of ERIC employees or of third parties.

- (5) Duties paid on energy products and electricity as defined in point (a) of Article 1 (1) of Directive 2008/118/EC may be refunded in accordance with point (b) of Article 12 (1) and Article 12 (2) of that Directive provided that those energy products and electricity are intended exclusively for official use by EU-OPENSREEN ERIC and are procured and paid for by it, and that the amount of the duty exceeds a total of EUR 25 per invoice. No duty exemption shall be granted on energy products or electricity intended for the personal use of EU-OPENSREEN ERIC employees or of third parties.

Chapter 9

DURATION AND WINDING UP

Article 28

Duration and Winding up

- (1) EU-OPENSREEN ERIC shall exist for an indefinite period of time.
- (2) The winding up of EU-OPENSREEN ERIC shall follow a decision of the Assembly of Members in accordance with Article 14 (6) or when the number of members falls down below the minimum established in Article 9 of the Regulation (EC) No 723/2009.
- (3) Without undue delay and in any event within ten days after adoption of the decision to wind up EU-OPENSREEN ERIC, EU-OPENSREEN ERIC shall notify the European Commission of the decision.
- (4) Assets remaining after payment of EU-OPENSREEN ERIC debts shall be apportioned among the Members and Observers at the time of dissolution in proportion to their accumulated annual contributions to EU-OPENSREEN ERIC.

- (5) EU-OPENSREEN 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.

Chapter 10
MISCELLANEOUS

Article 29

Setting up provisions

- (1) A constitutional meeting of the Assembly of Members shall be called by the Host Member State as soon as possible but no later than 45 calendar days after the European Commission decision to set up EU-OPENSREEN ERIC has been published in the Official Journal of the European Union and 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 EU-OPENSREEN ERIC before the constitutional meeting is held. Unless a Founding Member objects within fifteen calendar days of being notified, the legal action shall be carried out by a person duly authorised by the Host Member State.

Article 30

Availability of Statutes

These Statutes shall be made publicly available through the EU-OPENSREEN ERIC website and at its statutory seat, in accordance with Article 10 of Regulation (EC) No 723/2009.

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Annex 1

Members and Observers of EU-OPENSREEN ERIC

Applicants, as of 22 January 2018

Members

(cf. Article (5) 3 of the Statutes)

- (1) The Federal Republic of Germany
represented by the Federal Ministry of Education and Research (BMBF)
- (2) The Kingdom of Norway,
represented by the Research Council of Norway (RCN)
- (3) The Czech Republic,
represented by the Ministry of Education, Youth and Sports (MEYS)
- (4) The Republic of Latvia,
represented by the Latvian Institute of Organic Synthesis (LIOS)
- (5) The Republic of Finland,
represented by the Ministry of Education and Culture
- (6) The Republic of Poland,
represented by the Ministry of Science and Higher Education (MNiSW)

Observers

(cf. Article (6) 3 of the Statutes)

(There are currently no Observers.)

Annex 2

Annual financial contribution by Members, Observers and Intergovernmental Organisations of the ERIC

- (1) This Annex lays down the mechanism of calculation of the contributions by Members and Observers. The overall amount of contributions by Members and Observers, as a part of the revenues of the ERIC, shall be defined in the draft annual work plan and budget of the ERIC.
- (2) The membership contribution of intergovernmental and international organisations shall be decided by the Assembly of Members on a case-by-case basis.
- (3) After subtraction of the contributions according to (2), one quarter of the remaining overall contributions are allocated according to (4) and three quarters according to (5).
- (4) Every Member pays an equal share. The Host country pays a double Member share. An Observer pays 30 % of a Member share.
- (5) The contributions are allocated according to an indicator defined as $(\text{GDP_per_capita} - 8000) \times \text{Population} \times \text{Status_factor}$ where GDP_per_capita is given in EUR p. a. and Status_factor = 1 for Members, 0.3 for Observers, and 2 for the Host country.
- (6) None of the Members shall pay more than 50 % of the overall amount of contributions by the Founding Members/Observers or early Members/Observers. In case that, according to the above membership contribution model, the contribution of a Member would exceed this level the difference is then distributed among the other Member and Observer States according to (3), (4), and (5).
- (7) At least 50% of the contribution of a new Member or Observer will be devoted to diminish the contribution of the old Members and Observers calculated according to (3), (4), and (5).

Annex 3

Access policy

- (1) This Annex describes the policy for users to access the research infrastructure of the EU-OPENSSCREEN ERIC.
- (2) The EU-OPENSSCREEN ERIC shall represent a globally relevant resource and attract users from a variety of scientific disciplines and geographical regions.
- (3) The EU-OPENSSCREEN ERIC shall be committed to applying an impartial and transparent access policy to facilitate the entry of the most promising projects onto the platforms. All projects shall be assessed for technical feasibility by the EU-OPENSSCREEN ERIC Central Office and relevant Partner sites.
- (4) The Central Office shall serve as a single point of access for Users to access EU-OPENSSCREEN ERIC expertise and facilities, and shall support prospective Users to secure project funding.
- (5) All prospective Users shall be informed by the EU-OPENSSCREEN ERIC Central Office of the scientific and technical, administrative and financial requirements which need to be met in order to access the infrastructure. These requirements shall be agreed by the AoM.
- (6) Different modes of access shall cover the three main user groups of the RI: assay provider, compound provider and database user:
 - a. Excellence-driven access: Assay Providing User projects and Compounds submitted to the EU-OPENSSCREEN ERIC compound collection by Compound Providing Users shall enter under an excellence-driven process;
 - b. Market-driven and non-peer reviewed access: Industrial Users and other Users with projects not having received independent scientific peer review shall enter under a market-driven and non-peer reviewed access; and,
 - c. Wide access: Database Users shall access the EU-OPENSSCREEN ERIC database under a wide access process in order to maximize impact, availability and reusability of generated data. At the same time, it shall be ensured that the originator of the data is properly acknowledged.

- (7) To qualify for Excellence-driven access, Assay Providing User projects must provide the EU-OPENSREEN ERIC Central Office with documentation confirming that the project has received a positive evaluation in an independent scientific review procedure. In general, the positive evaluation would be associated with the granting of project specific funding by legally constituted International, European, National, Regional, Charitable, Institutional or similar grant-providing bodies.
- (8) To qualify for Excellence-driven access, Compound providers shall provide compounds which are quality controlled in terms of purity and identity, as well as in sufficient physical amounts to allow screening of User Projects.
- (9) Users from EU-OPENSREEN ERIC Member countries, Observer countries, and countries not yet associated with the EU-OPENSREEN ERIC shall each pay different access fees for using the screening services of the Research Infrastructure.
- (10) All users shall adhere to EU-OPENSREEN ERIC's 'open-access' principle (i.e. timely release of data into the EU-OPENSREEN ERIC database).

Annex 4

Intellectual Property Rights Policy

- (1) This Annex describes the Intellectual Property Rights policy for users accessing the research infrastructure of EU-OPENSSCREEN-ERIC.
- (2) The EU-OPENSSCREEN-ERIC Intellectual Property Rights Policy shall facilitate to promote knowledge creation and innovation in the European Research Area by maximizing the impact and preserving the reusability of data for the benefit of the community.
- (3) The EU-OPENSSCREEN-ERIC shall be committed to achieve
 - a) the broadest possible use of data through public accessibility and dissemination,
 - b) protection of intellectual property for later exploitation,
 - c) high standards of security and traceability of Intellectual Property Rights, and
 - d) stimulation of international research laboratories to provide Intellectual Property Rights-sensitive material, information and data.
- (4) The EU-OPENSSCREEN-ERIC Intellectual Property Rights policy shall support inventors of Intellectual Property Rights to protect, develop and exploit their screening results and subsequent inventions.
- (5) The EU-OPENSSCREEN-ERIC shall protect and bring into consideration the Intellectual Property Rights of the providers of compounds, bioassays, (information) technology or related know-how in a way that ensures they are willing to share their Intellectual Property Rights in the framework of the EU-OPENSSCREEN-ERIC infrastructure.
- (6) EU-OPENSSCREEN-ERIC will establish legal agreements with Compound Providing Users.

- (7) The legal relations between the EU-OPENSREEN-ERIC and the Partner Sites shall be governed by bilateral service agreements (see here: Draft service agreements between EU-OPENSREEN-ERIC and Partner Sites).
- (8) EU-OPENSREEN-ERIC will ensure that Partner Sites include in their service arrangements with Users obligations for Users to pay the Compound Replenishment Fee payment and to disseminate results through the European Chemical Biology Database in a timely manner.
- (9) EU-OPENSREEN-ERIC statutes and project agreements shall not alter the scope and application of Intellectual Property Rights and benefit-sharing agreements as determined under relevant laws, regulations and international agreements among members of the EU-OPENSREEN-ERIC.
- (10) The legal regulations between the EU-OPENSREEN-ERIC and the Partner sites shall protect the background and foreground Intellectual Property Rights of Users.
- (11) The Compound Providing Users shall provide their compounds for screening to the EU-OPENSREEN-ERIC under a Material Transfer Agreement (MTA – see here) that warrants data sharing and a right of first refusal for a future partnership with the Assay Providing Users.
- (12) Assay Providing Users shall interact with the EU-OPENSREEN-ERIC according to project agreements.
- (13) Database Users accessing the public database have to accept a license (similar to a Creative Commons or Open Database License) connected with the database.
- (14) Permission to mine non-public parts of the EU-OPENSREEN-ERIC database shall require the signing of a Confidentiality Agreement with the EU-OPENSREEN-ERIC and the User(s) that generated that part of the database in question.

- (15) Each User within an EU-OPENSSCREEN project shall maintain adequate procedures to protect any confidential information which was made accessible to his or her colleagues or staff.
- (16) Background Intellectual Property Rights relating to proprietary compounds in the academic collection of the EU-OPENSSCREEN-ERIC shall be retained by the Compound Providing User who donated the compound via the national nodes or directly to the EU-OPENSSCREEN-ERIC.
- (17) Background Intellectual Property Rights of assays provided by the Assay Providing User shall be retained by the Assay Providing User.
- (18) Background Intellectual Property Rights of the EU-OPENSSCREEN-ERIC or the Partner Site (such as relating to compounds, technologies, computer programmes) shall be retained by EU-OPENSSCREEN ERIC or the Partner Site, respectively.
- (19) The contracts between the EU-OPENSSCREEN-ERIC and the Compound Providing Users shall regulate in detail how background Intellectual Property Rights has to be treated.
- (20) Users shall inform EU-OPENSSCREEN-ERIC about any patent, trademark, copyright or other intellectual property rights Intellectual Property Rights of any party, which may be related to the project, and vice versa.
- (21) In cases where proprietary compounds revealed a hit, both Assay Providing User and Compound Providing User shall be the owner of generated Intellectual Property Rights. In general the Compound Providing User shall be co-inventor with Assay Providing User on patents and associated to any Intellectual Property Rights newly generated with his/her compound.
- (22) Following the Vancouver Convention on authorship (ICMJE criteria: Annals of Internal Medicine 2000; 133:229–31) the Compound Providing User shall become co-authors on a first academic publication.
- (23) While Assay Providing Users will obtain the confirmed results of their screens, Compound Providing Users shall be notified regularly and automat-

ically by EU-OPENSREEN-ERIC when their compounds have been screened.

- (24) In general foreground Intellectual Property Rights shall belong to the User(s) who generated it.
- (25) "Foreground Intellectual Property Rights" shall mean the results, including data (e.g. hits), know-how and information, generated by the User project in Phase I (screening) or Phase II (hit-to-tool compound optimisation).
- (26) The EUOPENSREEN-ERIC or the Partner Site may own foreground Intellectual Property Rights if its contribution is considered innovative.
- (27) Where the results generated at EU-OPENSREEN are owned by more than one User, Users shall agree in good faith on the conditions of the protection to the benefit of all owners including patents and joint publications. The shares of ownership should reflect the contribution to the result.
- (28) The Assay Providing User is obliged to contact the Compound Providing User to settle future Intellectual Property Rights issues including patenting and publication strategies. The owner(s) of the results shall, subject to the provision that these results are capable of industrial or commercial application, provide for its adequate and effective protection, in conformity with all relevant legal provisions.
- (29) When two or more Users claim ownership of Intellectual Property Rights generated at EU-OPENSREEN-ERIC and/or the Partner Site, none of the Users shall interfere with obtaining this protection (e.g. postponing publishing). Such a case might occur when two different Assay Providing Users claim Intellectual Property Rights ownership together with the Compound Providing User and owner of a common hit compound.
- (30) The User(s) who has/have generated the Intellectual Property Rights will ensure that the right of disposal on Intellectual Property Rights associated with any results generated by his staff or his subcontractors is transferred or assigned to him according to legal requirements or under separate agreements on transfer.

Annex 5

Partner Site candidates of the Founding Members of EU-OPENSSCREEN ERIC

Nominated Partner Sites, as of 22 January 2018

Czech Republic

- (1) Masaryk University, Žerotínovo nám. 617/9, 601 77 Brno
- (2) Institute of Molecular and Translational Medicine (IMTM), Hněvotínská, 5, 77900 Olomouc
- (3) Institute of Molecular Genetics AS CR, v. v. i. (IMG), Vídeňská 1083, 142 20 Prague 4

Germany

- (1) Leibniz Forschungsinstitut für Molekulare Pharmakologie (FMP), Robert-Roessle-Strasse 10, 13125 Berlin
- (2) Max Delbrück Center for Molecular Medicine (MDC), Robert-Roessle-Strasse 10, 13125 Berlin
- (3) Helmholtz-Zentrum fuer Infektionsforschung GmbH (HZI), Inhoffenstrasse 7, 38124 Braunschweig
- (4) Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., Fraunhofer Institute for Molecular Biology and Applied Ecology (IME), Department ScreeningPort, Schnackenburgallee 114, 22525 Hamburg

Finland

- (1) University of Helsinki, P.O. Box 56 (Viikinkaari 5 E), 00014 Helsinki, Finland
- (2) Institute for Molecular Medicine Finland (FIMM), University of Helsinki, Biomedicum Helsinki, Building 2U, Tukholmankatu 8, P.O. Box 20, 00014 Helsinki, Finland

(3) CSC - IT Center for Science Ltd., P.O. Box 405, 02101 Espoo, Finland

Latvia

(1) Latvian Institute of Organic Synthesis, Aizkraukles 21, 1006, Riga, Latvia

Norway

(1) University of Bergen (UiB), Jonas Lies vei 91, 5009 Bergen

(2) NCMM-Biotechnology, Faculty of Medicine, University of Oslo, P.O. Box 1125 Blindern, 0317 Oslo

(3) UiT- The Arctic University of Norway, Postboks 6050 Langnes, 9037 Tromsø

(4) Stiftelsen SINTEF, P.O. Box 4760 Sluppen, 7465 Trondheim

Poland

(1) Centre of Molecular and Macromolecular Studies, Polish Academy of Sciences (CMMS PAS), Sienkiewicza 112; 90-363 Lodz, Poland

(2) Institute of Medical Biology, Polish Academy of Sciences (IMB PAS), Lodowa 106, 93-232 Łódź, Poland

(3) Institute of Bioorganic Chemistry, Polish Academy of Sciences (IBCh PAS), Z. Noskowskiego 12/14, 61-704 Poznan, Poland

(4) Institute of Biochemistry and Biophysics, Polish Academy of Sciences (IBB PAS), Pawińskiego 5a street, 02-106 Warsaw, Poland

(5) Pharmaceutical Research Institute (PRI), 8 Rydygiera, 01-793 Warsaw, Poland