

Internal Rules of Procedure of the EU-OPENSSCREEN ERIC

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EU-OPENSSCREEN ERIC

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INTRODUCTION

This document, entitled “Internal Rules of Procedure”, is intended to provide detailed information on the functioning of the EU-OPENSSCREEN European Research Infrastructure Consortium (hereinafter referred to as “EU-OPENSSCREEN ERIC” or “the ERIC”).

The Statutes take precedence over any possibly conflicting provisions laid down by these internal Rules of Procedure.

SECTION I: The Organisation of the Work (between the Members, Observers, Bodies and Partner Sites)

ARTICLE 1 / Members and Observers

1. The rules concerning ERIC membership (Art. 5) and observership (Art. 6), admission of new members and observers (Art. 7), withdrawal of a member and an observer (Art. 8) as well as termination of a membership and observer status (Art. 9) are laid out in the Statutes.
2. An entity willing to become a member or observer shall submit a written application to the Chair of the Assembly of Members (AoM), in which the applicant shall
 - a. State that the applicant accepts the Statutes (including the rights and obligations of a member or observer, pursuant to Article 10 of the Statutes), Rules of Procedure and all other regulations approved by the AoM;
 - b. Describe how the applicant contributes to the operation of the ERIC (Art. 7).
3. The AoM shall decide about the application within 12 weeks.
4. The ERIC membership or observership shall become effective at the date to be stated in the application or the decision of the AoM, whichever is later.

ARTICLE 2 / Partner Sites

1. Partner Sites shall, pursuant to paragraph (4) c) of Article 12 of the Statutes, take part in the Partner Site Forum. The Partner Site Forum may draw up its own Internal Rules of Procedure.
2. Partner Sites shall sign a Service Level Agreement with the EU-OPENSSCREEN ERIC establishing the rights and duties that shall govern their relationship (Statutes, Art. 12(2e)). The Service Level Agreement shall define in detail the rules for handling IP rights, EU-OPENSSCREEN ERIC adherence to EU-OPENSSCREEN operational standards, confidentiality, data provision, subcontracting, and reporting.
3. A Partner Site shall not commence collaboration with a User before the Service Level Agreement has been signed and approved by both parties (i.e. EU-OPENSSCREEN ERIC and Partner Site).

4. Partner Sites shall include the EU-OPENSREEN ERIC's requirements into their contracts with their Users, e.g. project quality compliance to EU-OPENSREEN standards, mandated data submission process to database, reporting of project progression and status to the EU-OPENSREEN ERIC, and compound replenishment fee, where applicable.
5. Partner Sites shall be evaluated every five years by an evaluation committee appointed by the AoM. Upon recommendation of the evaluation committee, the AoM shall decide whether it wishes to renew or terminate (in whole or in part) the Service Level Agreement with the Partner Site.
6. Partner Sites shall regularly participate in meetings of the Partner Site Forum. The corresponding travel costs shall be paid by the Partner Site.
7. Withdrawal of a Partner Site:
A Partner Site may withdraw by giving at least twelve (12) months' notice in writing to the Chair of the AoM. The Service Level Agreement shall be terminated accordingly after the completion of all projects under implementation.
8. Termination of a Partner Site:
 - a. The AoM may decide to terminate the partnership, upon hearing, and the ERIC may terminate the Service Level Agreement accordingly, in case of:
 - » Serious breach by the Partner Site of its obligations under the ERIC Statutes or the Service Level Agreement;
 - » Relocation of the Partner Site outside of an EU-OPENSREEN ERIC Member State;
 - » Negative evaluation of the Partner Site. The Partner Site shall have the opportunity to introduce the corrective measures to rectify the result of the evaluation within 6 months. The evaluation committee shall assess that the partner site has successfully rectified the non-compliance result detected by the evaluation.
 - b. The termination of the Partner Site status shall become effective at the end of the financial year. The ERIC shall terminate the Service Level Agreement accordingly.

ARTICLE 3 / Bodies

1. Assembly of Members:

- a.** Selection and term of Chair and Vice Chair of the AoM:
 - » The AoM shall elect a Chair and a Vice Chair who shall hold office for two years and may be re-elected on not more than two consecutive occasions.
 - » The first election will take place at the beginning of the first meeting of EU-OPENSSCREEN-ERIC Assembly of Members.
 - » Election rules (>50% voting) for the Chair and Vice Chair. If there is only one candidate, a voting process should take place and s/he shall be proclaimed if s/he gets more votes in favour than against (abstentions are not blocking).
 - » If none of the candidates reach the simple majority of votes the ballots shall be repeated eliminating in each round the candidate with the least votes until one of the candidates reaches the simple majority of votes. If several candidates have together the lowest vote, they will be eliminated simultaneously.
 - » The Chair (and the Vice Chair when acting as a Chair) shall participate in the proceedings as such and not as a delegate of a Member. In fulfilling the function of the Chair, s/he shall not have a vote. The travel expenses of the Chair (and Vice Chair when acting as a Chair) shall be paid by the ERIC.
- b.** The AoM shall seek to make decisions during physical meetings. A delegate to the AoM may be represented by a proxy that has the mandate to vote on behalf of this AoM Member. Participation via telephone, videoconference or web conference shall be possible. The travel costs shall be paid by the AoM delegates.
- c.** If circumstances require an immediate decision and no physical meeting is possible, the Chair of the AoM shall initiate a written procedure for the decision-making. The same majorities as described in the Statutes (Art. 15) shall apply to the written procedure. In deviation of Art 15, quorum shall be met only if all AoM Members cast their votes or explicitly abstain from voting. At the end of the period fixed for decision making, the Chair of the AoM shall collect the votes and potential abstentions of all AoM delegates. The Chair shall immediately notify the Members (Observers) and the Director General on the result which thereby becomes effective. Decisions made by written procedure shall be confirmed at the next session of the AoM.
- d.** Votes shall not be cast prior to the meeting. AoM delegates shall not be authorized to cast a vote on another AoM delegate's behalf.
- e.** The Chair of the AoM shall be in charge of convening all physical meetings. A draft agenda shall be prepared by the Chair of the AoM in consultation with the Director General and the

Operational Management Board and all meeting documents required for decision-making shall be sent to the AoM delegates as early as possible, but at the latest 14 days prior to the meeting. Any agenda item requiring a decision by the AoM shall be identified as such on the agenda. The meeting minutes shall be prepared by the Director General, endorsed by the Chair of the AoM prior to sending them for approval to the AoM Members.

2. Operational Management Board:

- a.** The AoM shall appoint delegates to the Operational Management Board upon nomination by the ERIC Members.
- b.** The AoM shall appoint 3 delegates to the Operational Management Board for a duration of two years who may be re-elected on not more than two consecutive occasions. Their travel expenses shall be paid by the ERIC.
- c.** The Operational Management Board shall be a permanent body to strengthen the link between the AoM and the Director General by:
 - » Being a permanent contact point for the Director General, Central Office and Chair of the Partner Site Forum;
 - » Preparing the meetings of the AoM, including the content-wise preparation of all documentation (e.g. work plan, annual budget);
 - » Supervising the activities of the ERIC;
 - » Advising in all matters requested by the AoM or the Director General.
- d.** All delegates of the Operational Management Board shall be in permanent contact with each other concerning all issues of their tasks.
- e.** The Operational Management Board shall meet in person if deemed necessary.

3. Director General

- a.** Pursuant to paragraph 2) of Article 15 of the Statutes, the Director General shall be appointed by the AoM for a term of up to five years, with the possibility to be reappointed once. In case the AoM seeks to reappoint the same Director General for a second term, no external recruitment procedure shall be required. In case the AoM seeks to appoint a new Director General, an external recruitment procedure shall be required.

4. Scientific and Ethical Advisory Board:

- a.** The AoM shall appoint a maximum of five members of the Scientific and Ethical Advisory Board for three years. The AoM may reappoint them once for the same duration.
- b.** The Scientific and Ethical Advisory Board may draw up its own Internal Rules of Procedure.
- c.** The Scientific and Ethical Advisory Board shall nominate a Chair and Vice Chair for two years from within its ranks who shall serve as a contact person for the AoM and Director General. The Chair and Vice-Chair shall not be re-elected on more than two consecutive occasions.
- d.** The Scientific and Ethical Advisory Board shall perform its task in consultation with the Director General.
- e.** The Scientific and Ethical Advisory Board shall advise the AoM in any matters requested by the AoM, including:
 - » Scientific performance of EU-OPENSSCREEN ERIC;
 - » Any relevant technological and/or scientific developments and their potential integration into EU-OPENSSCREEN ERIC;
 - » Any ethical questions requested by the AoM.
- f.** The Scientific and Ethical Advisory Board shall meet in person if deemed necessary. The related travel and meeting costs shall be paid from the ERIC budget.

5. Partner Site Forum:

- a.** The Partner Site Forum shall meet once a year. The travel costs shall be paid by the Partner Sites.
- b.** The Partner Site Forum shall draw its own Internal Rules of Procedure.
- c.** The Partner Site Forum shall elect a Chair and a Vice Chair for two years from within its ranks who shall serve as a contact person for the AoM and Director General. The Chair and Vice-Chair shall not be re-elected on more than two consecutive occasions.

SECTION II: Management

ARTICLE 4 / Management and staff policy

1. If the AoM intends to appoint a new Director General, the AoM shall mandate a selection panel for the recruitment of the Director General to identify the best candidate. The selection panel shall define a search, selection and negotiation process that shall be approved by the AoM. The search, selection and negotiation policy shall then be performed accordingly. The members of the selection panel shall act on their personal behalf.
2. The vacancies of the EU-OPENSSCREEN ERIC that accrue from the Work Programme shall be notified by the Director General to the AoM. Vacancies shall also be published via media and websites deemed adequate.
3. The EU-OPENSSCREEN ERIC staff shall be accountable to the Director General for the execution of all technical and administrative services undertaken to implement the decisions of the AoM

ARTICLE 5 / Activities

1. The Director General, supported by the Central Office of the EU-OPENSSCREEN ERIC, shall implement all decisions of the AoM by:
 - a. Coordinating the operational activities of, and facilitate the effective work within, EU-OPENSSCREEN;
 - b. Producing and updating project plans, a resource estimate plan, work programs, the annual budget, a staff establishment plan and a staff policy plan;
 - c. Preparing grant proposals and raise third party funding to support the research infrastructure and projects, in cooperation with the Partner Sites as appropriate;
 - d. Providing detailed information to prospective assay providing users concerning the technical, administrative and financial requirements that must be met in order to initiate their screening project. Similarly, the Central Office shall provide relevant guidance to prospective chemist users who intend to donate compounds concerning the compound structural, purity, and related properties that will need to be met. The objective of this discussion phase shall be to achieve a common understanding of the nature of the anticipated cooperation between the prospective user and EU-OPENSSCREEN and advance projects to an operational starting point;

- e. Providing (together with Partner Sites) guidance to prospective assay providing users during the assay development stage of a project;
 - f. Planning, managing and monitoring the implementation of user projects;
 - g. Representing EU-OPENSSCREEN ERIC at conferences and meetings with user groups.
- 2. The EU-OPENSSCREEN ERIC compound management facility shall
 - a. Receive, integrate into the EU-OPENSSCREEN ERIC compound collection, register, quality-control, format and store in environmentally controlled conditions all compounds;
 - b. Supply Partner Sites with aliquots of compounds from the compound collection;
 - c. Re-format and 'cherry-pick' compounds when requested by a Partner Site.
- 3. EU-OPENSSCREEN ERIC Partner Sites shall
 - a. Optimise and miniaturise assays, where necessary, in cooperation with the assay providing users, and transfer assays to Partner Sites;
 - b. Implement the screening activities using the EU-OPENSSCREEN ERIC compound collection and adhering to EU-OPENSSCREEN operational standards;
 - c. Implement the chemical optimisation of the validated hit compounds which are identified through the screening activities;
 - d. Implement the bioprofiling activities of the EU-OPENSSCREEN ERIC compound collection;
 - e. Cooperate with the Partner Site(s) hosting the database in order to ensure that the generated datasets are integrated in the EU-OPENSSCREEN ERIC database;
 - f. Provide training and education activities

ARTICLE 6 / Access to Services and Data Policy

1. Users from ERIC member countries shall have privileged access, pursuant to paragraph (9) of Annex 3 of the Statutes. The AoM shall regularly review and define the access policy and access fees for users from ERIC member countries, observer countries and other countries.

ARTICLE 7 / Shared Services

1. Shared services of EU-OPENSSCREEN ERIC are
 - a. the Central Office,
 - b. the Central Compound Management Facility,

- c. the database,
 - d. bioprofiling,
 - e. training and education
- 2. For technical and administrative reasons, the Central Office and the Central Compound Management Facility shall be physically co-located at a Partner Site within the Host Country.
- 3. The provision of the database, bioprofiling, and training and education services shall be provided by one or more Partner Sites in the Member countries.
- 4. Proposals submitted by providers for the database, bioprofiling and training and education, shall be evaluated by an external expert panel (appointed by the AoM) and shall be approved by the AoM.
- 5. Providers of the database, bioprofiling, and training and education services shall sign a Service Level Agreement with the EU-OPENSSCREEN ERIC establishing the rights and duties that shall govern their relationship.

ARTICLE 8 / Procurement

- 1. The EU-OPENSSCREEN ERIC treats procurement candidates and tenders equally and in a non-discriminatory way, independent of whether or not they are based in the European Union. All procurement follows the principles of transparency, non-discrimination, equal opportunity and competition.
- 2. Criteria: the award criteria may in particular relate to:
 - a. Quality of services, works and goods
 - b. Interoperability
 - c. Best value for money.
- 3. Procurements methods:
 - a. Competitive bidding: services, works or goods worth €100,000 or more (for a given project and a given provider) must be awarded by means of a tender procedure following publication of a procurement notice. The competitive bidding may be open at international level depending on the requirements of the services, works or goods being bid out. The procurement notice will be published in appropriate media (including simap.europa.eu) and in the EU-OPENSSCREEN ERIC website.

- b.** Small purchase procedure: services, works or goods contracts worth less than €100,000 (for a given project and a given provider) shall be awarded by means of a negotiated procedure without publication, in which EU-OPENSREEN ERIC request a written offer of at least three service providers of its choice and negotiates the terms of the contract with one or more of them. In case of services, works or goods of a value of €5,000 or less (for a given project and a given provider), EUOPENSREEN ERIC may place orders on a basis of a single tender.
- 4.** Sourcing for research activities:
 - a.** In addition, shared services (Art. 7) may be provided by EU-OPENSREEN ERIC Partner Sites, selected on their competence, quality and interoperability.
- 5.** Responsibilities: The Director General shall be responsible for the procurement process and actions, and in particular the definition of requirements, identification of the vendors if appropriate, evaluation, selection of the vendors, negotiation and contract signature.

ARTICLE 9 / Intellectual Property Policy

1. The ERIC shall use the following definitions for types of IP:
 - a. "Foreground" means the results, including information, materials and knowledge, generated in activities of EU-OPENSREEN ERIC, whether or not they can be protected. It includes intellectual property rights (IPRs such as rights resulting from copyright protection, related rights, design rights, patent rights, plant variety rights, rights of creators of topographies of semiconductor products), similar forms of protections (e.g. sui generis right for databases) and unprotected know-how (e.g. confidential material). Thus, foreground includes the tangible (e.g. prototypes, micro-organisms, source code and processed earth observation images) and intangible (IP) results of a project. Results generated outside an activity of EUOPENSREEN ERIC (i.e. before, after or in parallel with an activity of that kind) do not constitute foreground.
 - b. "Background" is information and knowledge (including inventions, databases, etc.) held by EU-OPENSREEN or its contractual partners prior to their joint activities or contractual agreements, as well as any intellectual property rights which are needed for carrying out the joint activity or for using foreground.
2. EU-OPENSREEN ERIC may have sole or shared ownership in foreground intellectual property rights created as a result of performing the operational activities of providing compound logistics services and operating the European Chemical Biology Database. Particular examples where IP might be expected to be generated in these areas would include, for example in creation of new compound dispensing technologies or the development of software for screening informatics analysis.
3. Income received by the ERIC related to sole or shared intellectual property rights, shall be used to support the operational costs of the ERIC up to a threshold of 20% of the annual operational costs, as described in the Statutes 27(3).
4. The policy of the EU-OPENSREEN ERIC is not to own or enforce IP rights created as a result of the following particular activities:
 - a. Partner assay adaptation sites and users creating new readouts;
 - b. Partner screening sites and users screening the commercial and academic collections;
 - c. Partner chemistry sites optimising the user's hits into lead and candidate compounds;
 - d. Collaborations set up between an academic compound providers and users.

ARTICLE 10 / Financial Rules

1. Rules concerning finance and reporting, including "Resources of the ERIC" (Art. 20), "Budgetary principles and accounts" (Art. 21) and "Liability" (Art. 22) are described in detail in the Statutes.
2. The accounts of EU-OPENSREEN ERIC shall be submitted to annual external financial audits. The Assembly of Members shall approve the appointment of an external auditor to examine the accounts of EU-OPENSREEN ERIC, with specification of the duration of the appointment. The external auditor shall submit a report on the annual accounts to the AoM. The Director General shall provide the auditors with the information necessary for the performance of their duties.
3. The EU-OPENSREEN ERIC shall establish an analytical accounting system as well as an adequate internal control system to ensure that:
 - a. Source(s) of funding (income) is/are identified
 - b. The expenditure incurred is duly recorded and authorised
 - c. All transactions for activities or services rendered are recorded systematically
 - d. All expenditure are duly supported by adequate documentation
 - e. All records and supporting documentation are kept for a period of five (5) years after the date of the payment
4. The Director General shall be allowed to take on loans, upon the approval of the AoM.
5. The Director General shall be able to shift between budget items that are similar in nature (e.g. running, investment, or personnel cost) in the approved budget without creating long-term liabilities and carry forward unspent money. If the total amount of shifted budget items or unspent money is >10% of the annual budget, these changes shall be approved by the AoM.
6. By September 30th of each year, the Director General shall have prepared and submitted to the AoM a work plan with the associate budget plan for the following year, together with an indicative 5-year budget, including the estimated annual contribution of the ERIC members and observers. Following the acceptance of the work plan with the associate budget plan by the AoM, the Director General shall request the annual contributions of ERIC Members and Observers.
7. The annual contributions of ERIC Members and Observers shall be paid before the June 30th of each calendar year. If an ERIC member or observer country is not in a position to provide its annual contribution before June 30th, for example, in the first year of operation, then that country shall propose a revised payment timetable to the AoM. The AoM shall then decide if the revised payment timetable is acceptable.



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