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# AnaEE-ERIC

EUROPEAN RESEARCH INFRASTRUCTURES CONSORTIUM

## STATUTES

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## PREAMBLE

CONSIDERING that the sustainability of agricultural, forest, freshwater and other managed and natural ecosystems is critical for the future of mankind, and understanding that ecosystem services, as defined in the Millennium Ecosystem Assessment, are under threat due to climate change, biogeochemical cycles disruption, loss of biodiversity, and land use changes;

CONSIDERING that to anticipate and predict the consequences of these unprecedented changes in our earth system lies not only in a better understanding of the complexity of ecosystems process and their drivers, but also in acquiring the necessary knowledge to better adapt to a changing future;

CONSIDERING that without sufficient understanding of the interdependencies between ecosystem functioning and the environment, Europe will remain unable to assess the impact of climate change, mitigate the risks and plan accordingly;

RECOGNISING that Infrastructure for Analysis and Experimentation on Ecosystems (AnaEE-ERIC) will be a unique continental-scale, long term, integrated, experimental research infrastructure based on distributed (existing and new) advanced experimental platforms, (open-air and enclosed ecosystem platforms), modelling platforms and analytical platforms;

RECOGNISING that the coordination and integration of these National Platforms through supranational entities (Central Hub and Service Centres) will ensure large international access, across platforms research projects, improved and harmonized measurements and data, links between data and models, open access to data and syntheses;

RECOGNISING that AnaEE-ERIC will develop technologies and know-how about ecosystem science and management, have a decisive role in planning and adapting food production systems and will be involved in supporting the European bio-economy;

For the purposes of these Statutes, the definitions contained in Annex I shall apply.

THEREFORE, the Members request the European Commission to set up AnaEE as a European Research Infrastructure Consortium (ERIC) under the Council Regulation (EC) No 723/2009 of 25 June 2009

HAVE AGREED AS FOLLOWS:

## CHAPTER 1

### ESSENTIAL ELEMENTS

#### *Article 1*

##### **Name**

A distributed European Research Infrastructure Consortium (ERIC) shall be established and names “Analysis and Experimentation on Ecosystems ERIC”, and hereafter referred as AnaEE-ERIC. This Consortium shall have the legal form of a European Research Infrastructure Consortium (ERIC) incorporated under the provision of Regulation (EC) No 723/2009.

#### *Article 2*

##### **Statutory seat**

AnaEE-ERIC shall have its statutory seat in Gif-sur-Yvette, France.

#### *Article 3*

##### **Task and activities**

1. The principal task of AnaEE-ERIC shall be to establish and operate a distributed Research Infrastructure devoted to the Analysis of and Experimentation on Ecosystems. Its goal will be to provide the tools, services and knowledge necessary to tackle the complex global environmental challenges facing human societies.
2. AnaEE-ERIC shall operate with the Central Hub (CH), the Interface and Synthesis Centre (ISC), the Technology Centre (TC), and the Data Modelling Centre (DMC).
3. For the purposes of paragraph 1, AnaEE-ERIC shall:
  - a. coordinate access to the experimental, analytical and modelling National Platforms and organize the collaboration with European facilities;
  - b. facilitate European research programmes and projects;
  - c. develop technology, harmonizing methods, building industrial partnerships and facilitate knowledge transfer;
  - d. contribute to the exchange of knowledge and/or competencies within the European Research Area (ERA) and increasing the use of intellectual potential throughout Europe;
  - e. develop data access, sharing and modelling;
  - f. organize training;
  - g. implement a communication strategy;
  - h. any other related action necessary to achieve its aims.
4. AnaEE-ERIC shall pursue its principal task on a non-economic basis. AnaEE-ERIC may carry out limited economic activities provided that they are closely related to its principal tasks and that they do not jeopardise the achievement thereof.

## *Article 4*

### **Duration and the procedure for winding-up**

1. AnaEE-ERIC shall be established for an initial period of 10 years. The Assembly of Members can decide to extend the duration by periods of 10 years.
2. The winding up of AnaEE-ERIC shall be decided by the Assembly of Members in accordance with Article 18(10) of the Statutes.
3. Without undue delay and in any event within 10 days after adoption of the decision to wind up AnaEE-ERIC, AnaEE-ERIC shall notify the European Commission about the decision.
4. Assets remaining after payment of AnaEE-ERIC debts shall be apportioned among the Members in proportion to their accumulated annual contribution to AnaEE-ERIC as specified in Article 17 of the Statutes.
5. Without undue delay and in any event within 10 days of the closure of the winding up procedure, AnaEE-ERIC shall notify the Commission thereof.
6. AnaEE-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**

1. AnaEE-ERIC shall be liable for its debts.
2. The Members' financial liability for the debts of AnaEE-ERIC, of whatever nature, shall be limited to their respective contribution to AnaEE-ERIC in respect to the last full year of operations.
3. AnaEE-ERIC shall take appropriate insurance to cover the risks generated by its activities.

## *Article 6*

### **Access policy for users**

1. Access to the AnaEE-ERIC facilities and services provided by the Central Hub or the Service Centres of AnaEE-ERIC shall be provided on the basis of open access principles. AnaEE-ERIC shall implement infrastructure access rules, with a fee policy providing incentives to its Members.
2. AnaEE-ERIC shall provide information through its web portal on the climate and biogeographical gradients, and complementary skills and techniques of AnaEE-ERIC platforms, in order to help scientists at the stage of project elaboration and to facilitate incubation of projects using several platforms across its Membership.
3. AnaEE-ERIC Central Hub shall grant access to the AnaEE-ERIC facilities and services provided by the Service Centres or the National Platforms, based on an assessment of the scientific quality of the proposed use, on the basis of an independent scientific evaluation by an expert committee appointed by the Assembly of Members and technical feasibility assessed by AnaEE-ERIC. Possible ethical issues involved in a proposal will be handled by the Independent Ethics Advisory Committee (see Article 25).

4. In case research access to the AnaEE-ERIC facilities and services has to be restricted for capacity reasons, a selection shall be made according to the procedure set out in the Rules of Operation, considering selection criteria based on scientific excellence, technical and financial feasibility of the proposals.
5. AnaEE-ERIC shall make available metadata of each project at the start, both for experimental settings in National Platforms and for data produced by service centres.
6. Data shall be made available according to the open access policy of AnaEE-ERIC. Access will be regulated according to the Rules of Operation, in general having a common period of grace, after which the data shall become available to the public. The Access Policy shall take into account the European Data Protection legal framework related to the sharing of personal data of users among the Members.

#### *Article 7*

### **Scientific Evaluation Policy**

The activities of AnaEE-ERIC shall be evaluated every 5 years by an ad hoc independent scientific committee. The Assembly of Members shall initiate such an evaluation and, if appropriate, give specific directions. The Rules of Operation will define the principles and procedures of this evaluation.

#### *Article 8*

### **Dissemination Policy**

1. AnaEE-ERIC shall be a facilitator of research and shall as a general rule encourage as free access as possible to research data.
2. AnaEE-ERIC shall request users to make their research results publicly available, and make their results available through AnaEE-ERIC.
3. AnaEE-ERIC shall use several channels to reach its target audiences, including a web portal, newsletter, workshops, presence in conferences, articles in magazines and daily newspapers, social networks, etc.

#### *Article 9*

### **Intellectual Property Rights Policy**

1. All intellectual property rights created, arising from, obtained or developed by AnaEE-ERIC in the course of its activities shall be owned by AnaEE-ERIC.
2. Subject to the terms of any contracts between AnaEE-ERIC and Members or Observers, all intellectual property rights which are created, arising from, obtained or developed by a Member or Observer shall be owned by that Member or Observer.

## *Article 10*

### **Employment policy**

1. AnaEE-ERIC employment conditions shall be governed by the laws of the country in which staff is employed.
2. The selection procedures for AnaEE-ERIC staff positions shall be transparent, non-discriminatory, and respect equal opportunities. Recruitment and employment shall not be discriminatory.
3. Recruitment will be carried out with international publication of a call.

## *Article 11*

### **Procurement policy**

1. AnaEE-ERIC shall treat procurement candidates and tenderers equally and without discrimination, regardless whether or not they are based within the European Union. AnaEE-ERIC Procurement Policy shall respect the principles of transparency, competition and non-discrimination. Detailed rules on procurement procedures and criteria shall be set out in the Rules of Operation.
2. Procurement by members and observers concerning AnaEE-ERIC activities shall be done in such a way that due consideration is given to AnaEE-ERIC needs, technical requirements and specifications issued by the relevant bodies.

## **CHAPTER 2**

### **MEMBERSHIP**

## *Article 12*

### **Membership and representing entity**

1. The following entities may become Members of AnaEE-ERIC, or may become Observers of AnaEE-ERIC without voting rights:
  - a) Member States of the European Union;
  - b) associated countries;
  - c) third countries other than associated countries;
  - d) intergovernmental organisations.
2. Conditions for becoming a Member or Observer are set out in Article 13.
3. The membership of AnaEE-ERIC must include at least a Member State and two other countries that are either Member States or associated countries.
4. Under any circumstances, Member States of the European Union or associated countries shall hold jointly the majority of the voting rights in the Assembly of Members. The Assembly of Members shall determine any modification of voting rights that are necessary to ensure that AnaEE-ERIC complies at all times with that requirement.

- 5 Entities listed in Article 12(1) who are willing to contribute to AnaEE-ERIC, but are not yet in a position to join as Members, may apply for Observer status.
- 6 Any Member or Observer referred to in paragraph 1(a) to (c) may be represented by one public entity or one private entity with a public service mission, of its own choosing and appointed in accordance with its own rules and procedures. Each Member or Observer shall inform the Assembly of Members of any change of its representing entity, of the specific rights and obligations which have been delegated to it or of any other relevant change.
- 7 The Members and Observers of AnaEE-ERIC and their representing entities are listed in Annex II. Annex II shall be kept up to date by the Chair of the Assembly of Members.

### *Article 13*

#### **Admission of a Member or an Observer**

1. The terms for admission of new Members are the following:
  - a) Applicants shall submit a written application to the Chair of the Assembly of Members and the AnaEE-ERIC Director General;
  - b) The application shall describe how the applicant will contribute to AnaEE-ERIC's objectives and activities described in Article 3 and how it will fulfil the obligations referred to in Article 15;
  - c) The admission of new Members shall require the approval of the Assembly of Members, as described in Article 18-(10).
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 do the following:
  - a) Contribute to the resources and services of AnaEE-ERIC in the fields of ecosystem experimentation;
  - b) Adhere to the scientific quality standards and standard operation procedures set by AnaEE-ERIC;
  - c) Make annual financial contributions to the balanced annual budgets of AnaEE-ERIC;
  - d) Abide by the present Statutes;
  - e) Commit to a minimum of five years of membership to AnaEE-ERIC.
3. Entities listed in Article 12(1) who are willing to contribute to AnaEE-ERIC, but are not yet in a position to join as Members, may apply for Observer status. The terms for admission of Observers are the following:
  - a) Observers shall be admitted for a 2-year period and for two periods at most;
  - b) Applicants shall submit a written application to the Chair of the Assembly of Members and to the Director General;
  - c) The application shall describe how the applicant will contribute to AnaEE-ERIC;
  - d) The admission or re-admission of Observers shall be subject to the approval by the Assembly of Members.

## *Article 14*

### **Withdrawal of a Member or an Observer/Termination of membership or Observer status**

1. Within the first five calendar years of the establishment of AnaEE-ERIC, no Member may withdraw.
2. The first year shall be a shortened year beginning with the date the Commission's decision to set up AnaEE-ERIC takes effect.
3. After the first five years' membership, a Member may withdraw at the end of a financial year, following a request submitted 12 months prior to the envisaged withdrawal.
4. 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 impact the Member concerned.
5. Observers may withdraw at the end of a financial year, following a request submitted 6 months prior to the envisaged withdrawal.
6. All financial and other obligations must be fulfilled before the end of the year of withdrawal. As the circumstances may require, obligations must be fulfilled beyond the effective date of the withdrawal to ensure the fulfilment of legally binding commitments AnaEE-ERIC has already entered into before the request of withdrawal of the Member concerned.
7. The Assembly of Members may terminate membership or Observer status if all of 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 6 months after it has received notice of the breach in writing from the Assembly of Members.
8. The Member or Observer referred to in Article 14-(7) shall have to explain its position to the Assembly of Members of AnaEE-ERIC before the Assembly of Members makes any decision on the issue.
9. The Assembly of Members may also resolve, in the circumstances set out under Article 14(7), not to terminate a Member's membership but to suspend a Member's voting right for a certain period of time. The Assembly of Members may reinstate, by a vote, a Member's voting right at any time if such Member has remedied to the satisfaction of the Assembly of Members any breach set out under Article 14(7). The representative of the aforementioned Member will be excluded from the said vote.
10. A Member's voting right shall be suspended by the Assembly of Members as long as financial obligations resulting out of Annex III of these Statutes have not been fulfilled in due time
11. Members or Observers that withdraw or have their membership and observership terminated shall neither have the right to restitution or reimbursement of any contribution made, nor the right to lay any claim to the assets of AnaEE-ERIC.

## CHAPTER 3

### RIGHTS AND OBLIGATIONS OF THE MEMBERS AND OBSERVERS

#### *Article 15*

##### **Members**

1. Rights of Members shall include:
  - a) attending and voting at the Assembly of Members;
  - b) participating in the development of strategies and policies of AnaEE-ERIC;
  - c) using AnaEE-ERIC's brand;
  - d) participating in project proposals where AnaEE-ERIC acts as the submitting consortium;
  - e) accessing the services and activities coordinated by AnaEE-ERIC for its research community.
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 full authority to vote on all issues raised during the Assembly of Members meetings and published in the agenda;
  - c) provide access according to the AnaEE-ERIC access policy to National Platform activities complying with AnaEE-ERIC criteria;
  - d) promote the adoption and maintenance of the quality standards and standard operation procedures of AnaEE-ERIC in their contributing national research platforms;
  - e) promote the use of AnaEE-ERIC resources and services among researchers.

#### *Article 16*

##### **Observers**

1. Rights of Observers shall include:
  - a) attending the Assembly of Members without a vote;
  - b) participating in AnaEE-ERIC's events, such as workshops, conferences, training courses, and in any other activities identified by the Assembly of Members;
  - c) accessing support from AnaEE-ERIC in developing relevant systems, processes and services.
2. Each Observer shall:
  - a) appoint a representing entity in accordance with Article 18 ;
  - b) provide the annual contribution determined in relation to the overall annual financial contributions of the Members without having any impact on the latter. The amount of this contribution shall be decided by the Assembly of Members;
  - c) contribute to AnaEE-ERIC's tasks and activities as set out in Article 3;

- d) enter into an Observer agreement with AnaEE-ERIC in order to establish the terms and conditions under which the obligations are to be fulfilled and the Observer's rights can be exercised.

#### *Article 17*

#### **Contributions**

1. Members and Observers shall provide annual contributions as described in Annex III.
2. Annual Member and Observer contributions can be provided as cash contributions and/or partly in kind. Principles of contributions are set out in the Annex III and will be further defined in the Rules of Operation.

### **CHAPTER 4**

#### **GOVERNANCE**

#### *Article 18*

#### **Assembly of Members**

1. The Assembly of Members shall be the highest and ultimate governing body of AnaEE-ERIC with full decision-making powers and is responsible for directing and supervising AnaEE-ERIC. It shall be composed of the duly appointed representatives of the Members and Observers of AnaEE-ERIC. Members and Observers shall be represented by a maximum of two persons, one having scientific and one administrative expertise, the Member and Observer is deemed to be represented if at least one of its representatives is present at the meeting.
2. Each Member shall have one vote.
3. The Assembly of Members shall elect a Chair and a Vice-chair from the Member's delegations. The Chair and the Vice-chair shall be elected for a 3-(three) year term, as a rule renewable once. The Chair will have no voting rights. The Vice-chair steps in whenever the Chair is unable to execute duties. Details of the election and conduct of meetings are laid down in Rules of Operation adopted by the Assembly of Members.
4. The Assembly of Members shall be convened by the Chair with at least eight weeks' notice, and the agenda including meeting documents shall be circulated at least two weeks before the meeting. An invitation and circulation of the agenda is provided usually by electronic means. Details are laid down in the Rules of Operation adopted by the Assembly of Members.
5. The Assembly of Members shall meet on a regular basis, at least once a year. The meeting is considered quorate if at least 2/3 (two thirds) of Members are present and duly represented. Meetings through remote participation, including video-conferences and any other agreed electronic means, shall be possible, however their decisions and conclusions must be confirmed through written procedure. An extraordinary meeting of the Assembly of Members is convened if requested by at least 1/3 (one third) of the Members.
6. The Director General of AnaEE-ERIC shall attend normally the meetings of the Assembly of Members.

7. The Assembly of Members may invite experts to participate in its meetings in an advisory capacity. If confidential information is dealt with in the presence of outside persons, they must sign a nondisclosure declaration beforehand.
8. The Assembly of Members shall decide any matters that are necessary to fulfil the objectives of AnaEE-ERIC and which are not explicitly attributed to another governance body or other body.
9. Unless explicitly stated otherwise, all decisions of Assembly of Members shall be passed by simple majority of the votes cast.
10. The following decisions shall be taken by a qualified majority of 2/3 of the votes cast:
  - a) Appointment and dismissal of the Director General;
  - b) Election of a Chair and a Vice-chair according to Article 18(3) of these Statutes;
  - c) Approval of Rules of Operation of these Statutes (bylaws);
  - d) Approval of any Rules of Operation of AnaEE-ERIC's bodies;
  - e) Approval of the Procurement Rules of AnaEE-ERIC;
  - f) Approval of the annual scientific work programme;
  - g) Approval of the annual financial statement;
  - h) Modifications to the annual financial budget during the course of the respective financial year which reduce or increase the budget by less than 4% (four);
  - i) Resolutions on the appropriate level of revenues, including the formation of reserves;
  - j) Decisions concerning data policy principles and access policy principles;
  - k) Decisions concerning Intellectual Property Issues;
  - l) Establishment of the Management Board;
  - m) Accession of new Members and termination of Membership;
  - n) Accession of a new Observer and termination of the status of Observer;
  - o) Winding up of AnaEE-ERIC.
11. The following decisions shall be taken by a qualified majority of 2/3 of the votes cast, provided that either the contributions of such Members constitute not less than three-quarters of the total contributions to the AnaEE-ERIC budget, or that affirmative votes are cast by all but one of the Members present or represented and voting:
  - a) Approval of Financial Rules of AnaEE-ERIC;
  - b) Approval of the five-year financial plan;
  - c) Approval of the annual financial budget submitted by the Director General;
  - d) Modifications to the annual financial budget during the course of the respective financial year which reduce or increase the budget by more than 4% (four);
  - e) Proposals for amendments to the Statutes of AnaEE-ERIC and the respective notification of the European Commission for approval/objection according to Articles 9 and 11 of Regulation (EC) N° 723/2009.
12. Abstentions shall not be counted as a vote for or against the resolution in question.

## *Article 19*

### **The Director General**

1. The Director General shall be the chief executive officer and legal representative of AnaEE-ERIC.
2. The Director General shall be appointed by the Assembly of Members following an international call. The terms and conditions of the appointment are detailed in the Rules of Operation.
3. The Director General shall be responsible for
  - a) The legal representation of AnaEE-ERIC, including concluding contracts and conducting other legal and administrative proceedings as appropriate in accordance with the decisions of the Assembly of Members;
  - b) The development of the strategy of AnaEE-ERIC and the delivery of proposals to the Assembly of Members, drawing on input from direct interaction with the Members, the Management Board, the advisory boards, the Nodes and the AnaEE-ERIC Service Centres;
  - c) The day-to-day leadership, administration and management of AnaEE-ERIC, including the implementation of the decisions adopted by the Assembly of Members, coordinating on-going projects and initiatives, appointing all employees of the AnaEE-ERIC, and leading the secretariat;
  - d) Chairing the Management Board and delegating actions to ensure the implementation of AnaEE-ERIC decisions in each Service Centre or National Node;
  - e) Ensuring that the Management Board and the Nodes operate according to the terms of reference set out in the Rules of Operation, and in the present document;
  - f) The organization of the meetings of the Assembly of Members, including proposing items for the agenda for the meetings and preparing and submitting the annual activity report for approval by the Assembly of Members as described in Article 28;
  - g) The organization of the meetings of the AnaEE-ERIC Advisory Committees for the evaluation of the scientific programme and the ethical policy according to Articles 24 and 25;
  - h) The evaluation of and interviews with aspiring new Members or Observers in order to propose admission to AnaEE-ERIC.
4. The Director General shall provide the Assembly of Members within six months after the end of the financial year with a statement of account of the previous financial year, audited in accordance with Article 32. The details of such statement are provided in the Rules of Operation.
5. The Director General shall provide the Assembly of Members, by the end of November as further detailed in the Rules of Operation, with:
  - a) a report on the work carried out during the year with a financial statement;
  - b) the draft Work Programme for the following year;
  - c) the forecast budget for the following financial year.
6. The Director General shall at any time be entitled to establish working groups to support the activities of AnaEE-ERIC in accordance with the Rules of Operation.

## Article 20

### The Central Hub

1. The Central Hub includes the following support services:
  - a) Assistance to the Director General in the implementation of the AnaEE-ERIC Work Programme;
  - b) A central point for communication with stakeholders and interaction with the National Nodes;
  - c) Coordination of Centres activities, including joint development activities and staff exchanges;
  - d) Organization and training programmes for the staff of AnaEE-ERIC platforms;
  - e) Organization of all governance and management meetings;
  - f) Administration and management of the web portal;
  - g) Management of AnaEE-ERIC activities;
  - h) Promotion, communication and marketing for AnaEE-ERIC.
2. The Central Hub employees shall assist the Director General in all matters and report to him.
3. The composition of the Central Hub employees and its *modus operandi* are detailed in the Rules of Operation.

## Article 21

### AnaEE-ERIC Service Centres

1. AnaEE-ERIC Service Centres shall provide expertise, services and tools relevant for the pursuance of AnaEE-ERIC's tasks and activities, as set out in the AnaEE-ERIC Work Programmes.
2. Three Service Centres shall be established under AnaEE-ERIC and under the responsibility of the Director General: The Technology Centre, Data and Modelling Centre, and the Interface and Synthesis Centre.
3. Service Centres shall be hosted in countries that are AnaEE-ERIC Members.
4. Each of the Service Centres shall be managed by a Head of Service Centre, under the authority of the Director General, and hired according to the Employment Policy.

## Article 22

### The National Nodes and the National Platforms

1. The National Node will either have a legal entity or mandate a legal entity to represent it and sign the Service Legal Agreement in its name.
2. Each National Node is represented by the Node Contact. Members of AnaEE-ERIC will inform the Director General of the name of their Node Contact. The Node Contact will meet when necessary and "at least" twice a year with the Director General and "at least" once a year with the Management Board.
3. Each National Node shall be bound by a Service Level Agreement with AnaEE-ERIC to minimally deliver the services to organize and coordinate the services of National Platforms

of a Member and to organize communications between AnaEE-ERIC and the National Platforms.

4. Each National Platform of a Member shall be bound by a Service Level Agreement with AnaEE-ERIC to deliver the services to operate the Research Infrastructure. This Service Level Agreement will include the criteria for National Platforms to be identified as AnaEE-ERIC platforms.
5. By derogation from Article 22(4) a Member may also choose to legally bind their National Platforms through the National Node. If no separate Service level agreement is concluded with the National Platforms according to Article 22(4), the National Node will conclude legally binding agreements with the National Platforms to guarantee the services to be delivered for AnaEE-ERIC. In this case the Service Level Agreement with the National Node will, in addition to Article 22(3), also include the criteria for National Platforms to be identified as AnaEE-ERIC platforms.
6. The Node Contact shall provide a report to the AnaEE-ERIC Director General on the activities of the National Node for AnaEE-ERIC on a regular basis, as defined in the Rules of Operation and the Service Level Agreement.

#### *Article 23*

#### **The Management Board**

1. The Management Board shall be comprised of the Director General and the Heads of the AnaEE-ERIC Service Centres. The Director General may invite experts, National Node and Platform type representatives to the meetings of the Management Board. The Management Board will meet at least once a year with the National Node and Platform type representatives.
2. The Management Board shall be chaired by the Director General.
3. The Management Board shall be responsible for:
  - a) contributing to and supporting the Director General in the development of a draft annual Work Programme and a draft budget (year N), together with a preliminary draft Work Programme and a draft budget for the following two years (year N+1 and year N+2);
  - b) supporting the Director General in the execution of the Work Programme and for enabling efficient interaction between AnaEE-ERIC and the Members and Observers and the AnaEE-ERIC users and stakeholders.

#### *Article 24*

#### **The Independent Scientific Advisory Committee (ISAC)**

1. The role of the ISAC is to advise the Assembly of Members on the following items:
  - a) Revision of the criteria to accept a platform in AnaEE-ERIC;
  - b) Advice on AnaEE-ERIC strategy regarding its experimental capacity and platform services;
  - c) Collaboration with other European or international infrastructures;
  - d) Analysis of activity reports of the Hub and Service Centres and recommendations for their work programme and long-term strategy;
  - e) Occasional review of research projects if requested by the Director General, potentially including external experts;

- f) Foresight on ecosystem science and its link with food security, sustainable bio-economy and biodiversity.
2. The members of the Independent Scientific Advisory Committee shall be appointed by the Assembly of Members. The Scientific Advisory Committee shall consist of independent experts from the public or private sector with high level expertise in the field of agronomy, ecology, biodiversity, environmental science, global change, data handling, modelling as well as with experience in and the management of large-scale Research Infrastructures or programmes and other independent persons. The number of members should be a minimum of 5 and a maximum of 10.
3. The members of the Independent Scientific Advisory Committee shall be appointed by the Assembly of Members for a duration of 5 years, with possibility for one renewal. They will elect a Chair and will meet at least once a year. The Chair may be consulted by the Director General on any occasion.
4. The detailed Rules of Operation of the Independent Scientific Advisory Committee shall be adopted by the Assembly of Members.

#### *Article 25*

#### **The Independent Ethical Advisory Committee (IEAC)**

1. The role of the IEAC is to advise Assembly of Members on ethical issues to be considered by Service Centres and National Platforms in their activities.
2. The members of the Independent Ethical Advisory Committee shall be appointed by the Assembly of Members. The Independent Ethical Advisory Committee shall consist of independent experts from the public or private sector with high level expertise in the field of ethics of environmental and life sciences. The number of members should be a minimum of 3 and a maximum of 10.
3. The members of the Independent Ethical Advisory Committee shall be appointed by the Assembly of Members for a duration of 5 years, with possibility for one renewal. They will elect a Chair and will meet at least once a year. The Chair may be consulted by the Director General on any occasion.
4. The detailed Rules of Operation of the Independent Ethical Advisory Committee shall be adopted by the Assembly of Members.

#### *Article 26*

#### **The Stakeholders Committee**

1. The Stakeholders Committee shall be composed of representatives of the bodies and institutions which have interest in the services and results delivered by AnaEE-ERIC, such as users of AnaEE-ERIC facilities or data, policy makers, industries, Non-Governmental Organizations and media. The number of members should be a minimum of 10 and a maximum of 20.
2. The role of the Stakeholders Committee is to advise the Assembly of Members on the following items:
  - a) Analysis of activity reports of the Service Centres and recommendations for their work programme and long-term strategy;

- b) Communication plan;
  - c) Elaboration of decision-support tools for ecosystem management;
  - d) Collaboration with other European or international infrastructures.
3. The members of the Stakeholders Committee shall be appointed by the Assembly of Members for a duration of 5 years, with the possibility for one renewal. They will elect a Chair and will meet at least once a year. The Chair may be consulted by the Director General on any occasion.
  4. The detailed Rules of Operation of the Stakeholders Committee shall be adopted by the Assembly of Members.

#### *Article 27*

#### **The Subsidiary Bodies**

1. The Assembly of Members may decide to establish any Subsidiary Body, as required by the circumstances, for example to provide recommendations on specific topics.
2. The composition and the Rules of Operation of the Subsidiary Bodies shall be approved by the Assembly of Members, in accordance with Article 18(10).
3. Each Subsidiary Body shall meet at least once per year. The Assembly of Members may request the chair of the Subsidiary Body to convene meetings to consider and provide recommendations on specific topics.

### **CHAPTER 5**

#### **REPORTING TO THE EUROPEAN COMMISSION**

#### *Article 28*

#### **Reporting to the European Commission**

1. AnaEE-ERIC shall produce an annual activity report, containing in particular the scientific, operational and financial aspects of its activities. The report shall be sent for approval to the Assembly of Members within four months after the end of the corresponding financial year and then transmitted to the Commission and relevant public authorities within six months after the end of the corresponding financial year. This report shall be made publicly available.
2. The Director General of AnaEE-ERIC shall inform the Commission of any circumstances which threaten to seriously jeopardize the achievement of AnaEE-ERIC tasks or hinder AnaEE-ERIC from fulfilling requirements laid down in Regulation (EC) N° 723/2009.

## CHAPTER 6

### FINANCE

#### *Article 29*

##### **Financial Year**

The financial year of AnaEE-ERIC shall begin on the 1<sup>st</sup> of January and shall end on 31<sup>st</sup> of December of each year. The first financial year of the AnaEE-ERIC shall be a shortened financial year beginning with the date the Commission's decision to set up AnaEE-ERIC takes effect.

#### *Article 30*

##### **Resources**

The resources of AnaEE-ERIC shall be comprised of:

1. Member and Observer fees according to Articles 17 and 31.
2. The Host Premium contribution, provided by the Members hosting either a Service Centre or the Central Hub, as set out in Annex III.
3. Any other contributions, such as grants or income deriving from services or intellectual property rights owned by AnaEE-ERIC, within limits and under terms approved by the Assembly of Members.

#### *Article 31*

##### **Principles for contributions of Members and Observers**

1. The Members and Observers shall make annual contributions to AnaEE-ERIC.
2. The level of contribution of the Members shall be established for a budgetary cycle and approved by the Assembly of Members, according to the procedures set out in Article 18 and Annex III.
3. In-kind contributions shall be considered only when in the form of effective and quantifiable contribution to AnaEE-ERIC, including seconded personnel to AnaEE-ERIC, and agreed by the Assembly of Members. The Assembly of Members shall agree on an accounting system, rules for the acceptance of in-kind contributions and the assessment of their value.
4. Financial contributions shall be made in Euro.
5. The value of any in-kind contributions shall be taken into account when calculating the financial contributions provided during the same period of time, in order to calculate (i) the total amount of contributions provided during the year in question and (ii) the specific proportions contributed by each Member to the total amount of contributions.

#### *Article 32*

##### **Budget, budgetary principles, accounts and audit**

1. All items of revenue and expenditure of AnaEE-ERIC shall be included in estimates to be drawn up for each financial year and shall be shown in the budget.

2. Revenues and expenditures of AnaEE-ERIC shall be in balance.
3. The Assembly of Members shall ensure that AnaEE-ERIC resources are used in accordance with the principles of sound financial management.
4. The budget shall be established and implemented and the accounts presented in compliance with the principle of transparency.
5. The accounts of AnaEE-ERIC shall be audited annually and accompanied by a report on the budgetary and financial management of the preceding financial year. The Assembly of Members shall approve the appointment and duration of an external auditor and shall approve the audited accounts and report on budgetary and financial management for the preceding financial year within six months of the end of the financial year.
6. AnaEE-ERIC shall be subject to the requirements of the applicable law as regards preparation, filing, auditing and publication of accounts.

### *Article 33*

#### **Taxes**

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 applied to purchases of goods and services by AnaEE-ERIC and by a AnaEE-ERIC Member in the meaning of chapters 2 and 3 of the Statutes which are for the official and exclusive use by AnaEE-ERIC, provided that such purchase is made solely for the non-economic activities of AnaEE-ERIC in line with its activities. VAT exemptions shall be limited to purchases exceeding the value of €300.
2. Excise duty exemptions based on Article 12 of Council Directive 2020/262 shall be limited to purchases by the AnaEE-ERIC which are for the official and exclusive use by AnaEE-ERIC, provided that such a purchase is made solely for the non-economic activities of AnaEE-ERIC in line with its activities and that the purchase exceeds the value of €300.
3. Purchases by staff members are not covered by the exemptions.

## **CHAPTER 7**

### **MISCELLANEOUS**

### *Article 34*

#### **Applicable law**

The internal functioning of AnaEE-ERIC shall be governed:

1. By Union law, in particular Regulation (EC) No 723/2009, as amended by Regulation (EC) No 1261/2013.
2. By the law of the State where AnaEE-ERIC has its statutory seat in the case of matters not, or only partly, regulated by Union law.
3. By these Statutes and the Rules of Operations.

## *Article 35*

### **Working language**

The working language of AnaEE-ERIC shall be English.

## *Article 36*

### **Disputes**

1. In the event of a dispute or difference between the Members arising out of or in connection with the Statutes, the Assembly of Members shall meet as soon as reasonably practicable to consult in good faith and seek to solve the dispute amicably.
2. The Court of Justice of the European Union shall have jurisdiction over litigation among the Members in relation to AnaEE-ERIC, between Members and AnaEE-ERIC, and over any litigation to which the European Union is a party.
3. European Union legislation on jurisdiction shall apply to disputes between AnaEE-ERIC and third parties. In cases not covered by European Union legislation, the law of the State where AnaEE-ERIC has its statutory seat shall determine the competent jurisdiction for the resolution of such disputes.

## *Article 37*

### **Amendments to the Statutes, updates and availability**

1. Any amendments of the Statutes shall be subject to the provisions of Article 11 of the Regulation (EC) No 723/2009 as amended by Regulation (EC) 1261/2013.
2. The Statutes shall be kept up to date and be made publicly available on the AnaEE-ERIC website and at the statutory seat.

## *Article 38*

### **Setting-up provisions**

1. A first meeting of the Assembly of Members shall be called by the State where AnaEE-ERIC has its statutory seat as soon as possible after the Commission decision to set up AnaEE-ERIC takes effect.
2. Before the first meeting is held and no later than forty-five calendar days after the Commission decision to set up AnaEE-ERIC takes effect, the relevant State shall notify the founding Members and Observers of any specific urgent legal action that needs to be taken on behalf of AnaEE-ERIC. Unless a founding Member objects within five working days after being notified, the legal action shall be carried out by a person duly authorized by the relevant State.

## ANNEX I

### DEFINITIONS

For the purposes of these Statutes, the following definitions shall apply:

1. **“AnaEE”** means: The pan European research infrastructure on managed and unmanaged terrestrial and aquatic ecosystems which will provide access to a distributed and coordinated large set of experimental platforms covering the large range of Europe’s ecosystems and climate zones as well as to state-of-the-art analytical and modelling platforms to support them. By experimentally simulating future scenarios, AnaEE will measure and predict the response of the ecosystems to environmental and land use changes and will test mitigation and adaptation engineering options for the maintenance of ecosystem services.
2. **“AnaEE-ERIC”** means: The legal entity consisting of the Hub and three service centres: Interface and Synthesis Centre (ISC), Technology Centre (TC), Data Modelling Centre (DMC).
3. **“National Node”** means: An operational entity that organises the contribution of experimental, analytical and modelling platforms of a given country to AnaEE.
4. **“Node Contact”** means: The person appointed by a National Node to interact directly with the Director General about any question from, or to, a National Node.
5. **“National Platform”** means: an experimental facility which complies with AnaEE criteria and is supported by an institution from a country Member of AnaEE-ERIC.
6. **“Platform type”** means: The main approach proposed by a National Platform. There are four possible approaches: open-air experimentation, enclosed experimentation, analytical measures and modelling.
7. **“AnaEE data”** means:
  - a. data, software, documents, protocols produced by AnaEE-ERIC;
  - b. core data of the platforms: the environmental parameters that are regularly measured in the long term by the platforms, some of them may fall under the INSPIRE regulation;
  - c. data of projects hosted by AnaEE platforms.

## ANNEX II

### LIST OF MEMBERS, OBSERVERS AND THEIR REPRESENTING ENTITIES

| Member                      | Representing Entity                                                              |
|-----------------------------|----------------------------------------------------------------------------------|
| <b>French Republic</b>      | Centre National de la Recherche Scientifique (CNRS)                              |
| <b>Kingdom of Denmark</b>   | University of Copenhagen.                                                        |
| <b>Czech Republic</b>       | Ministry of Education, Youth, and Sports                                         |
| <b>Italian Republic</b>     | Consiglio per la Ricerca in Agricoltura e l'Analisi dell'Economia Agraria (CREA) |
| <b>Republic of Finland</b>  | Natural Resources Institute Finland (LUKE)                                       |
| <b>Republic of Bulgaria</b> | Ministry of Education and Sciences                                               |
| <b>CIHEAM</b>               | N/A                                                                              |

| Observer                  | Representing Entity                    |
|---------------------------|----------------------------------------|
| <b>Kingdom of Belgium</b> | Belgian Science Policy Office (BELSPO) |

## ANNEX III

### BUDGET – CONTRIBUTIONS

#### FUNDING MODEL OF ANAEE-ERIC

The budgets of Central Services are part of the ERIC budget and under the decision-making power of the Assembly of Members. AnaEE-ERIC operational costs are covered largely by its Members' public funding.

A minimum of 50% Host Premium contribution during the Operational Phase is expected when AnaEE-ERIC is approved. The rest of the expenditures of the Central Services shall be covered by annual Membership fee contributions (hereafter said Membership Fee) towards AnaEE-ERIC that is the anticipated legal entity. Host Premium contributions can be provided as cash and/or partially in-kind, while Membership fee shall be provided in cash to cover expenses in the Central Services related to e.g., consumables, staff travel, meetings, outreach, services (including e.g. legal, accounting, auditing, marketing, recruitment and subcontracting), equipment (software, licenses etc.) and the salary of the Director General. In-kind contributions in human resources from non-hosting countries shall be considered and decided case by case in the AnaEE-ERIC Assembly of Members. AnaEE-ERIC Membership fee shall be allocated to all Service Centres by the decision of the Assembly of Members.

The proposed model on how to share the costs of the Central Hub and the Service Centres covered by Membership Fee is *50% Equal Share + 25% GDP + 25% platform number* (see details below).

The membership fees and Host Premium contributions will remain constant for the first 5-year period (including the first shortened year). After this period the Assembly of Members will revise the Membership Fee. The contribution of new Members will be computed according to the rule proposed in this Annex, but, until the end of the first five-year cycle, will not impact the contribution of other Members. At the end of the 5-year cycle, the contribution of Members (i.e. those who become Members after the ERIC has been set up) will be revised according to the rules defined by the Assembly of Members.

Exceptional contributions from Members and Observers are welcomed for specific activities of AnaEE-ERIC.

**The model for the Membership Fee** consists of the following components:

1. **Equal Share** = dividing 50% of the costs of Central Services not covered by Host Premium contribution equally among Members;
2. **Gross domestic product [GDP]** = dividing 25% of the costs not covered by Host Premium contribution among Members using Member-specific percentage share of total GDP of all Members. The reference will be the average GDP over the last known period of 5 years before the constitution of the ERIC (2014 – 2018 in January 2020). The data for the GDP estimates will come from Eurostat, and for other countries, from the World Bank;
3. **Platform number-based contribution** = dividing 25% of the costs not covered by Host Premium contribution among Members using Member-specific platform contributions. Different Platform types shall be charged in the following way:
  - The Open-air ecosystem platforms with no climate change manipulations and all enclosed ecosystem platforms will be charged **full price**;
  - The open-air ecosystem platforms with climate change manipulations will be **20%**, the analytical platforms **25%** and the modelling platforms **50% discount of the full price**.

The corresponding mathematical formula used to derive the full platform price and the Membership Fee for AnaEE-ERIC Member (denoted by "i") is given below.

$$\text{Platform Price}_{\text{full}} = \frac{0.25 \left(1 - \frac{HC}{100\%}\right) \text{budget}}{N_{\text{Openair},0} + N_{\text{Enclosed}} + 0.8 N_{\text{Openair},1} + 0.75 N_{\text{Analytical}} + 0.5 N_{\text{Modelling}}}, \quad (\text{Equation 1})$$

where  $HC$  is the Host Premium contribution (%),  $\text{budget}$  is the total budget of the Central Services,  $N$  stands for the number of distributed National Platforms in the AnaEE-ERIC infrastructure and its subscripts describe the type of the platform;  $\text{Openair},0$  (Open-air ecosystem platform, no climate change manipulations),  $\text{Openair},1$  (Open-air ecosystem platform, climate change manipulations performed),  $\text{Enclosed}$  (Enclosed ecosystem platform),  $\text{Analytical}$  and  $\text{Modelling}$ .

Then the total Membership Fee for Member  $i$  is:

$$\text{Membership Fee} = 0.50 \frac{\left(1 - \frac{HC}{100\%}\right)}{N_{\text{Members}}} \text{budget} + 0.25 \frac{GDP_i}{100\%} \left(1 - \frac{HC}{100\%}\right) \text{budget} + (N_{i,\text{Openair},0} + N_{i,\text{Enclosed}} + 0.8 N_{i,\text{Openair},1} + 0.75 N_{i,\text{Analytical}} + 0.5 N_{i,\text{Modelling}}) \text{PlatformPrice}_{\text{full}}, \quad (\text{Equation 2})$$

where  $N_{\text{Members}}$  is the number of full AnaEE-ERIC Members,  $GDP_i$  is a member specific percentage share of total GDP of all Members and  $N_i$  is the Member specific number of certain type of platforms (similar to above).

**Membership Fee from inter-governmental organizations** will be computed as a lump sum, which should be agreed on the basis of the 5-year rule (including a possible revision at the end of a 5-year cycle), plus a fee based on the number and type of the platforms it hosts, derived from equation 2 above.

$$\text{Intergovernmental organization Membership Fee} = L + (N_{i,\text{Openair},0} + N_{i,\text{Enclosed}} + 0.8 N_{i,\text{Openair},1} + 0.75 N_{i,\text{Analytical}} + 0.5 N_{i,\text{Modelling}}) \text{PlatformPrice}_{\text{full}} \quad (\text{Equation 3})$$

Where  $L$  is the agreed lump sum

**The fee for the Observers** will be a fixed fee equal to half the median of the Membership Fee (countries only). This fee will be added at the end of the computation of the budget.

For a projected total budget of 900k€ and the current engaged Members in the implementation phase (6 Member countries, 1 Member intergovernmental organisation and 1 Observer) the projected budget is detailed below considering a median fee of 60k€.

The tables below summarize the budget of AnaEE-ERIC under the hypothesis of total country Member fees of 400k€, an intergovernmental organization lump sum fee of 30k€, an Observer, and the known platforms.

TABLE 1: ANNUAL MEMBERSHIP FEES

| Members                                | Fee (k€) |
|----------------------------------------|----------|
| Bulgaria                               | 39       |
| Czech Republic                         | 47       |
| Denmark                                | 58       |
| Finland                                | 61       |
| France                                 | 103      |
| Italy                                  | 92       |
| Country fees / year                    | 400      |
| Int. Org. [CIHEAM]                     | 35       |
| Members total fees                     | 435      |
| Belgium Observer                       | 30       |
| Total fees/year<br>(Members +Observer) | 465      |

TABLE 2: ANNUAL BUDGET OF THE SERVICE CENTRES AND HOST PREMIUM CONTRIBUTION.

| Service centres budget<br>k€ |            |     | Host Premium contribution<br>k€ |
|------------------------------|------------|-----|---------------------------------|
| Hub                          | 360        | 40% | 174                             |
| TC                           | 207        | 23% | 100                             |
| ISC                          | 117        | 13% | 57                              |
| DMC                          | 216        | 24% | 104                             |
| <b>Total</b>                 | <b>900</b> |     | <b>435</b>                      |

TABLE 3: BUDGET OF AnaEE-ERIC

| Member        | Membership<br>(k€) | Fee | Host Premium contribution<br>(k€) | Total contribution<br>(k€) |
|---------------|--------------------|-----|-----------------------------------|----------------------------|
| Bulgaria      |                    | 39  | 0                                 | 39                         |
| Czech<br>Rep. |                    | 47  | 57                                | 104                        |
| Denmark       |                    | 58  | 100                               | 158                        |
| Finland       |                    | 61  | 0                                 | 61                         |
| France        |                    | 103 | 174                               | 277                        |
| Italy         |                    | 92  | 104                               | 196                        |
| CIHEAM        |                    | 35  | 0                                 | 35                         |
| Belgium       |                    | 30  | 0                                 | 30                         |
| <b>TOTAL</b>  |                    |     |                                   | <b>900</b>                 |