

# Statutes

## Chapter 1 – Essential Elements

### Article 1

#### Tasks and activities

- (1) INFRAFRONTIER ERIC shall establish and operate a distributed research infrastructure, called “INFRAFRONTIER Research Infrastructure”, hereinafter referred to as “INFRAFRONTIER RI”. INFRAFRONTIER RI shall be the European Research Infrastructure for the generation, phenotyping, archiving and distribution of in vivo/in vitro model systems. INFRAFRONTIER ERIC shall coordinate the operation of the distributed INFRAFRONTIER RI.
- (2) INFRAFRONTIER ERIC shall coordinate access to services and resources for the research of gene function in health and disease, using in vivo/in vitro model systems. INFRAFRONTIER ERIC shall promote research, training and application in all fields of generating, phenotyping, archiving and distribution of disease models.
- (3) To this end INFRAFRONTIER ERIC shall:
  - (a) Coordinate access to the resources and services provided by the Members and Observers of the INFRAFRONTIER ERIC or by any National Nodes that have entered into a legally binding agreement with INFRAFRONTIER ERIC to contribute to the resources and services of the INFRAFRONTIER RI;
  - (b) Set up and deploy access procedures to the resources and services of INFRAFRONTIER RI that are in concordance with the respective European standards;
  - (c) Set and adopt quality standards and standard operation procedures for the generation, phenotyping, archiving, distribution and data management of in vivo/in vitro model systems;
  - (d) Promote and coordinate the development of new technologies for the generation, phenotyping, archiving, distribution and data management of in vivo/in vitro model systems to improve the scientific value of the INFRAFRONTIER RI’s resources and services;
  - (e) Serve as contact point for national and international stakeholders of the INFRAFRONTIER RI;
  - (f) Promote and publicize the resources and services of the INFRAFRONTIER RI and discuss the regulatory and policy aspects of the generation, phenotyping, archiving, distribution and data management of in vivo/in vitro model systems;
  - (g) Recruit additional resources from national and international sources;

- (h) Consult and advise national and international organizations working in the field of generating, phenotyping, archiving and distribution of in vivo/in vitro model systems;
  - (i) Make freely available information on the activities of INFRAFRONTIER ERIC and the INFRAFRONTIER RI; and
  - (j) Undertake any other activities necessary for achieving the goals of INFRAFRONTIER ERIC, subject to the approval of the General Assembly.
- (4) INFRAFRONTIER ERIC shall act on a non-economic basis. INFRAFRONTIER ERIC may carry out limited economic activities provided that they do not jeopardize the achievement of its principal tasks. Any economic activities are subject to the approval of the General Assembly.

## **Article 2**

### **Statutory seat**

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

## **Article 3**

### **Legal form and name**

A European Research Infrastructure Consortium shall be established. This Consortium shall have the legal form of a European Research Infrastructure Consortium (ERIC) incorporated under the provision of Regulation (EC) No 723/2009 and be named “INFRAFRONTIER ERIC”. The working language of INFRAFRONTIER ERIC shall be English.

## **Article 4**

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

- (1) INFRAFRONTIER ERIC shall exist for an indefinite period of time.
- (2) The winding up of INFRAFRONTIER ERIC shall be decided by the Assembly of Members by unanimous voting. If the Assembly of Members decides to wind up the INFRAFRONTIER ERIC, it shall, by simple majority vote, specify the procedure for winding up.
- (3) The European Commission shall be notified within undue delay and in any event 10 (ten) calendar days after adoption of the decision to wind up the INFRAFRONTIER ERIC.
- (4) Assets remaining after payment of INFRAFRONTIER ERIC’s debts shall be apportioned among the Members in proportion to their accumulated annual financial contribution to INFRAFRONTIER ERIC.
- (5) In the case of winding up, the INFRAFRONTIER ERIC shall ensure as far as possible that the data owned by INFRAFRONTIER ERIC shall be deposited safely so that such data remains accessible and usable in accordance with these Statutes.

- (6) The European Commission shall be notified within 10 (ten) calendar days of the closure of the winding up procedure. The Commission shall publish an appropriate notice in the C series of the Official Journal of the European Union. INFRAFRONTIER ERIC shall cease to exist on the day of the publication of the notice.

## **Article 5**

### **Liability regime**

- (1) INFRAFRONTIER ERIC shall be liable for its debts. Insolvency proceedings shall be governed by the law of INFRAFRONTIER ERIC's statutory seat (cf. Article 26 (b) of these Statutes).
- (2) The Members are not jointly or severally liable for the debts of INFRAFRONTIER ERIC.
- (3) The Member's financial liability towards the INFRAFRONTIER ERIC's debts shall be limited to each individual Member's annual contribution provided to the ERIC. Provided here means paid or promised in a legally binding way.
- (4) INFRAFRONTIER ERIC shall take appropriate insurance to cover the risks specific to the establishment and operation of INFRAFRONTIER ERIC.

## **Article 6**

### **Access Policy for users**

- (1) The guiding principle for the provision of resources and services is open access.
- (2) Access will be given according to the Access Policy of the INFRAFRONTIER ERIC. Conditions set by sample and data providers to INFRAFRONTIER ERIC and recognized European principles for access to research infrastructures shall be respected. No provision in these Statutes shall be understood as seeking to restrict the right of owners of INFRAFRONTIER resources to decide on providing access to any samples or data.
- (3) INFRAFRONTIER ERIC shall seek to ensure that the source of samples and data is appropriately acknowledged and shall request that such attribution is maintained in subsequent use of the samples and data.

## **Article 7**

### **Scientific Evaluation Policy**

- (1) The regular evaluation of INFRAFRONTIER ERIC shall be the task of an independent external committee.
- (2) The Assembly of Members may initiate such evaluations at least once every five years.

## **Article 8**

### **Dissemination Policy**

- (1) INFRAFRONTIER ERIC shall promote the use of the INFRAFRONTIER RI in research and education.
- (2) INFRAFRONTIER ERIC shall promote high quality research and support a culture of 'best practice' through dissemination activities.
- (3) INFRAFRONTIER ERIC shall generally encourage researchers to make their research results publicly available and shall request users of the resources and services of the INFRAFRONTIER RI to make the results available through INFRAFRONTIER ERIC.
- (4) INFRAFRONTIER ERIC shall identify the various target groups and shall use several channels to reach the target audiences, such as web portals, newsletters, workshops, presence at conferences, articles in journals and daily newspapers.

## **Article 9**

### **Intellectual Property Rights Policy**

- (1) In accordance with the objectives of the present Statutes the term “Intellectual Property” will be understood according to article 2 of the Convention establishing the World Intellectual Property Organization signed on 14 July 1967.
- (2) Intellectual property rights of results created by INFRAFRONTIER ERIC’s employees shall belong to INFRAFRONTIER ERIC and shall be managed by the Director-General.
- (3) Use and collection of the INFRAFRONTIER ERIC’s data shall be subject to European and national laws of data privacy. Use of the INFRAFRONTIER ERIC’s data by users who are not subject to EU legislation shall be conditional on signing a declaration of data confidentiality according to the form provided by the European Commission (OJ L 6, 10.1.2002, p.52).

## **Article 10**

### **Employment Policy**

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

## **Article 11**

### **Procurement Policy**

- (1) INFRAFRONTIER ERIC shall treat procurement candidates and tenders equally and in a non-discriminatory way, independent of whether or not they are based in the Union.
- (2) The INFRAFRONTIER ERIC's procurement policy shall respect the principles of transparency, non-discrimination and competition.

## **Chapter 2 – Membership and Observers**

### **Article 12**

#### **Membership, representing entity and Observers**

- (1) In accordance with Article 9 (1) of Regulation EC No 723/2009 Member States of the Union, associated countries, third countries other than associated countries and intergovernmental organisations may become Member of the INFRAFRONTIER ERIC.
- (2) In accordance with Article 9 (4) of Regulation EC No 723/2009, any Member or Observer may be represented by up to three public entities, including regions or private entities with a public service mission, as regards the exercise of specified rights and the discharge of specified obligations as a Member of INFRAFRONTIER ERIC. Each Member or Observer shall inform the Assembly of Members and the Director-General of any change of its representing entity.
- (3) The founding Members and Observers and where appropriate their representing entities are listed in Annex 1. This Annex shall be updated regularly by the Management Office, so that there shall be at all times an accurate list of the Members, Observers and representing entities.
- (4) Up to two natural persons shall be appointed as representatives of each Member/Observer in the Assembly of Members. The Assembly of Members and the Director-General shall be informed in writing of such appointment.

### **Article 13**

#### **Accession of Members and Observers**

- (1) The terms of the accession of Members shall be the following:
  - (a) The accession of Members shall require the approval of the Assembly of Members;
  - (b) Applicants shall submit a written application to the Chairperson of the Assembly of Members and the Director-General;
  - (c) The application shall describe how the applicant will contribute to the INFRAFRONTIER ERIC's objectives and activities described in Article 1 (3) and how it will fulfill the obligations referred to in Article 15.

- (2) In particular, an applicant must have shown, to the satisfaction of the Assembly of Members and verified by adequate means of quality assurance, that it has the means and sustained commitment to:
- (a) Contribute to the resources and services of the INFRAFRONTIER RI in the field of generating, phenotyping, archiving and distributing disease models;
  - (b) Adhere to the scientific quality standards and standard operation procedures set by INFRAFRONTIER ERIC;
  - (c) Make annual financial contributions to the balanced annual budgets of the INFRAFRONTIER ERIC;
  - (d) Abide by the present Statutes.
- (3) Entities listed in Article 12 (1) who are willing to contribute to the INFRAFRONTIER ERIC, but are not yet in a position to join as Members, may apply for observer status. The terms for the admission of Observers are the following:
- (a) Observers shall be admitted for a three year period which can be prolonged once up to three years;
  - (b) Applicants shall submit a written application to the Chairperson of the Assembly of Members and the Director-General;
  - (c) The application shall describe how the applicant will contribute to the INFRAFRONTIER ERIC's objectives and activities described in Article 1 (3) and how it will fulfil its obligations referred to in Article 16.
- (4) Each Observer shall appoint in accordance with its internal procedures its representative(s) according to Article 12 (4) of these Statutes and inform the Assembly of Members and the Director-General in writing of such appointment.

#### **Article 14**

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

- (1) Within the first five years of the establishment of INFRAFRONTIER ERIC no Member may withdraw. The first year shall be a shortened year beginning with the date the Commission's decision to set up the INFRAFRONTIER ERIC takes effect.
- (2) After the first five years of the establishment of the INFRAFRONTIER ERIC a Member may withdraw at the end of a financial year, following a request 12 (twelve) months prior to the withdrawal.
- (3) In exceptional cases and notwithstanding paragraph 1, a Member may withdraw within the first five years period under the following conditions:

- (a) The Member concerned may withdraw at the end of the financial year, following a request 12 (twelve) months prior to the withdrawal.
  - (b) Before the end of the year of withdrawal, the Member concerned shall pay its fixed contribution in accordance with the financial principles set out in Annex 2 for the remaining years of the first five year period.
- (4) Observers may withdraw at the end of a financial year, following a request 6 (six) months prior to the withdrawal.
- (5) 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 fulfillment of legally binding commitments and/or duties the INFRAFRONTIER ERIC has already entered into before
- (a) a request of withdrawal of the Member concerned has been received or
  - (b) termination is decided upon by the Assembly of Members.

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.

- (6) The Assembly of Members may terminate by unanimous vote the membership of a Member or the observer status of an Observer if the following conditions are met:
- (a) The Member or Observer is in serious breach of one or more of its obligations under these Statutes;
  - (b) The Member or Observer has failed to rectify such breach within a period of 6 (six) months since having been notified about the respective breach by the Assembly of Members;
  - (c) The Member or Observer has been heard before any decision of termination.

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

- (7) Notwithstanding Article 14 (6), the Assembly of Members may also resolve, by unanimous vote, in the circumstances set out under Article 14 (6), not to terminate a Member's membership but to suspend or withdraw a Member's voting right for a certain period of time. The Assembly of Members may reinstate, by unanimous vote of the remaining Members, a Member's voting right at any time if such Member has remedied to satisfaction of the Assembly of Members any breach set out under Article 14 (6).
- ~~(8)~~ A Member's voting right shall be automatically suspended if its financial obligations as set out in Annex 2 are not fulfilled in due time in accordance with Article 5 of Annex 2.

- (9) Members or Observers that withdraw or have their membership or 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 the INFRAFRONTIER ERIC.

## **Article 15**

### **Rights and obligations of the Members**

- (1) Rights of Members shall include:
- (a) To attend and vote at the Assembly of Members;
  - (b) To participate in the development of strategies and policies of INFRAFRONTIER ERIC;
  - (c) To have its research community participate in INFRAFRONTIER ERIC's events, such as workshops, conferences and training courses;
  - (d) To use INFRAFRONTIER ERIC's brand;
  - (e) To participate in European Union project proposals where INFRAFRONTIER ERIC acts as the submitting consortium;
- (2) Each Member shall:
- (a) Pay the annual financial contribution as specified in respective annual financial budgets approved by the Assembly of Members;
  - (b) Empower its representative(s) with the full authority to vote on all issues raised during the Assembly of Members and published in the agenda;
  - (c) Provide and maintain the necessary technical infrastructure to make access to the INFRAFRONTIER RI possible;
  - (d) Promote adoption and maintenance of the quality standards and standard operation procedures of the INFRAFRONTIER ERIC in their contributing national research infrastructures;
  - (e) Promote uptake of the INFRAFRONTIER RI's resources and services among researchers;
  - (f) Where appropriate, make investments in their national infrastructure in support of INFRAFRONTIER ERIC.

## **Article 16**

### **Rights and Obligations of the Observers**

- (1) Rights of Observers shall include:
- (a) To attend the Assembly of Members without a vote;

- (b) To have its research community participate in INFRAFRONTIER ERIC's events, such as workshops, conferences, training courses; space permitting;
  - (c) To let its research community have access to support from INFRAFRONTIER ERIC in developing relevant systems, processes and services.
- (2) Each Observer shall make its contribution to INFRAFRONTIER ERIC's tasks and activities as set out in Article 1 (3). Each Observer shall pay one half of a portion, as calculated according to Annex 2, Sect. (2) (b). The Observer's financial contributions shall be used for additional activities of the INFRAFRONTIER ERIC in accordance with the annual scientific work programme. INFRAFRONTIER ERIC shall enter into an observer agreement with the Observer in order to establish the terms and conditions under which the obligations are to be fulfilled and the observer's rights can be exercised.

## **Article 17**

### **National Nodes**

- (1) In order to fulfill its role as a distributed European Research Infrastructure, INFRAFRONTIER ERIC shall collaborate with the National Nodes of its Members, of associated countries, third countries other than associated countries and intergovernmental organisations. Such collaborations shall be based on legally binding agreements concluded between INFRAFRONTIER ERIC and the respective National Node. Those agreements shall include provisions on capabilities, access procedures and quality assurance.
- (2) INFRAFRONTIER National Nodes
- (a) Shall be composed of entities with the capacity to provide resources and services for the generation, phenotyping, archiving and distribution of disease models. This may include the provision of bioinformatics capacities for managing, analyzing and providing access to data related to the generation, phenotyping, archiving and distribution of disease models;
  - (b) Shall adhere to the quality standards and operation procedures set out by INFRAFRONTIER ERIC.
- (3) Each National Node shall be represented in the Board of National Nodes established by the Assembly of Members. The Board of National Nodes shall be regularly convened and chaired by the Director-General. Rights and obligations governing the Board of National Nodes shall be set out in respective rules of procedure adopted by the Assembly of Members, proposed by the Director-General.
- (4) For the establishment of the Board of National Nodes, each Member may nominate its National Node(s) for approval by the Assembly of Members.
- (5) A new Member of INFRAFRONTIER ERIC may nominate its National Node(s). The Director-General together with the Board of National Nodes shall assess, and as the case may be, verified with the help of site visits, whether a nominated National Node fulfils the scientific

criteria for becoming an INFRAFRONTIER National Node. It shall be the Assembly of Members which decides on the acceptance of a nominated and positively assessed National Node. If a nominated National Node does not fulfill the scientific criteria and/ or is not accepted by the Assembly of Members the new Member, the Director-General and the Assembly of Members will jointly debate the next steps.

- (6) Any further National Node located in an associated country, third country other than associated country and intergovernmental organisation may be proposed by the Assembly of Members, the Board of National Nodes and/or the Director-General. Article 17 (5) sentences 2, 3 and 4 shall apply *mutatis mutandis*.
- (7) Unless otherwise agreed by the Assembly of Members, there shall be only one National Node per Member.
- (8) A regular evaluation initiated by the Director-General or the Assembly of Members and implemented by the Scientific Advisory Committee shall ensure that each National Node continues to meet the criteria for being an INFRAFRONTIER National Node.
- (9) Each Member may propose changes concerning its National Node. Article 17 (5) sentence 2 and 3 shall apply *mutatis mutandis*.

### **Chapter 3 – Bodies, Governance and Execution of Activities**

#### **Article 18**

##### **Bodies**

- (1) INFRAFRONTIER ERIC's governance bodies is
  - (a) the Assembly of Members
  - (b) the Director-General;
- (2) The Assembly of Members shall establish a Scientific Advisory Committee consisting of internationally renowned scientists who are not involved in INFRAFRONTIER ERIC.
- (3) The Assembly of Members shall establish a Board of National Nodes according to Article 17. The Board of National Nodes shall be consulted when setting the annual scientific work programme of INFRAFRONTIER ERIC.
- (4) The Assembly of Members may establish other advisory bodies, for example a Finance Committee to advise and prepare the Assembly of Members on financial issues.
- (5) The Management Office of INFRAFRONTIER ERIC shall support the work of the Assembly of Members and is headed by the Director-General. The Management Office supports the Director-General to implement the decisions of the Assembly of Members and helps to organize, coordinate, prepare and follow-up the work of the governance and advisory bodies of INFRAFRONTIER ERIC.

## **Article 19**

### **Assembly of Members**

- (1) The Assembly of Members shall be the highest and ultimate governing body of INFRAFRONTIER ERIC with full decision making powers and shall be composed of the representatives of the Members and Observers of INFRAFRONTIER ERIC. Each Member shall have one vote. Each delegation may consist up to 2 (two) representatives according to Article 12 (4), one having a scientific and one an administrative expertise.
- (2) The Assembly of Members shall be constituted through the first meeting of the Members after establishment of INFRAFRONTIER ERIC.
- (3) The Assembly of Members shall elect a Chairperson and a Vice-Chairperson from the Member's delegations for a period of 3 (three) years. The Vice-Chairperson shall substitute the Chairperson in his/her absence and in the case of a conflict of interest. The Chairperson shall be elected for a 3 (three) year term, renewable once save exceptional cases agreed by the Assembly of Members.
- (4) The Assembly of Members shall be convened by the Chairperson 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 by electronic means, such as e-mail, shall be permitted; it shall be ensured that the documents are addressed to the representatives named according to Articles 12 (4) and 18 (1) of these Statutes.
- (5) The Assembly of Members shall meet at least once a year, and shall be responsible in accordance with the provisions of these Statutes for the overall direction and supervision of INFRAFRONTIER ERIC. Meetings through remote participation, including video-conferences and any other agreed electronic means, shall be possible. An extraordinary meeting of the Assembly of Members may be requested by at least 50% of the Members or by the Director-General if it is required in the interest of INFRAFRONTIER ERIC.
- (6) The Director-General of the INFRAFRONTIER ERIC shall have a right to attend the meetings of the Assembly of Members.
- (7) The Assembly of Members shall decide any matters that are necessary to fulfil the objectives of INFRAFRONTIER ERIC and which are not explicitly attributed to another governance body or other body.
- (8) The Assembly of Members strives to adopt decisions by consensus. Nevertheless, unless otherwise provided all decisions passed shall be passed by simple majority of the votes cast.
- (9) The following decisions shall be taken unanimously:
  - a) Accession of new Members and termination of Membership;

- b) Proposals for amendments to the Statutes of the INFRAFRONTIER ERIC and the respective notification of the European Commission for approval/objection according to Article 11 of Regulation (EC) No 723/2009;
- c) Mergers and divisions or spin-offs of the INFRAFRONTIER ERIC;
- d) Approval of the first annual financial budget approved after the establishment of INFRAFRONTIER ERIC and each first annual budget of each following five-year-period;
- e) Approval of an annual financial budget which deviates from the previous year's budget more than 5%;
- f) Modifications to the annual financial budget during the course of the respective financial year which reduce or increase the budget by more than 5%;
- g) Winding up of INFRAFRONTIER ERIC.

(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 Chairperson and Vice-Chairperson according to this Article 19 (3);
- c) Approval of Rules implementing these Statutes (bylaws);
- d) Approval of any Rules of Procedure of INFRAFRONTIER ERIC's bodies;
- e) Approval of the Procurement Rules of the INFRAFRONTIER ERIC;
- f) Approval of Financial Rules of the INFRAFRONTIER ERIC;
- g) Resolutions on the appropriation of revenues, including the formation of reserves;
- h) Approval of the annual scientific work programme;
- i) Approval of the annual financial statement;
- j) Approval of the annual financial budget submitted by the Director-General, except in the cases referred to in Article 19 (9) d) – f);
- k) Questions concerning Intellectual Property issues;
- l) Establishment of the Board of National Nodes and accession/continuance of National Nodes;
- m) Instructions to the Director-General and
- n) Approval of proxies issued or removed by the Director-General and empowering to represent the INFRAFRONTIER ERIC.

- (11)The Assembly of Members shall have the capacity to take a decision if at least 2/3 of its Members are present, including the Chairperson or Vice-Chairperson (Quorum).
- (12)Abstentions shall not be counted as a vote for or against the resolution in question. In the case of a tie, the vote of the Host Member State shall break the tie.

## **Article 20**

### **Director-General**

- (1) The Director-General shall lead INFRAFRONTIER ERIC preferably in a full-time position. The Director-General shall be selected in a public and transparent process.
- (2) The Assembly of Members shall appoint the Director-General of INFRAFRONTIER ERIC. The Director-General shall be responsible for the overall management of the infrastructure with the support of the INFRAFRONTIER ERIC Management Office.
- (3) The Director-General shall be the legal representative of INFRAFRONTIER ERIC. The Director-General shall prepare all major strategic and budgetary decisions of the Assembly of Members and is responsible for all financial and governance processes which maintain scientific excellence and integrity, cross-national comparability and interoperability. Specifically, the Director-General is responsible for INFRAFRONTIER ERIC's finances, for ensuring compliance with legal requirements and for assuring INFRAFRONTIER ERIC's deliverables, in particular the setting of quality standards and standard operation procedures. The Director-General shall be responsible for the implementation of the decisions of the Assembly of Members.
- (4) The term of the Director-General shall be 3 (three) years, renewable once.
- (5) The Rules of Procedure of the Director-General shall be adopted by the Assembly of Members based on a proposal of the Director-General.

## **Article 21**

### **Scientific Advisory Committee**

- (1) The members of the Scientific Advisory Committee shall be appointed by the Assembly of Members acting on a proposal by the Director-General. The Scientific Advisory Committee shall consist of not more than 7 (seven) scientists from the public or private sector with senior expertise in the field of functional genomics and animal model systems, bioinformatics, animal welfare, and the management of large-scale research infrastructure. One member of the Scientific Advisory Committee shall serve as a user representative. The

Scientific Advisory Committee shall also advise the Assembly of Members and the Director-General in ethical questions arising at European level.

- (2) The Rules of Procedure of the Scientific Advisory Committee shall be adopted by the Assembly of Members based on a proposal of the Director-General.

## **Article 22**

### **Reporting to the Commission**

- (1) INFRAFRONTIER ERIC shall produce an annual activity report, containing in particular the scientific, operational and financial aspects of its activities. The report shall be approved by the Assembly of Members and transmitted to the Commission and the relevant public authorities within six months from the end of the corresponding financial year. This report shall be made publicly available.
- (2) INFRAFRONTIER ERIC shall inform the Commission of any circumstances which threaten to seriously jeopardize the achievement of INFRAFRONTIER ERIC's tasks or hinder the INFRAFRONTIER ERIC from fulfilling requirements laid down in the Regulation (EC) No 723/2009.

## **Chapter 4 – FINANCES**

### **Article 23**

#### **Financial Year**

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

### **Article 24**

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

- (1) The Director-General shall prepare and submit to the Assembly of Members for approval a draft annual financial budget and draft annual scientific work programme for each financial year covering income and costs of the INFRAFRONTIER ERIC on an annual basis.
- (2) The Member's and Observer's contributions shall follow the principles stated in Annex 2 as well as Financial Rules adopted by the Assembly of Members.
- (3) Within 6 (six) months of the end of the financial year, the Director-General shall prepare the annual financial statement. The Director-General shall ensure that the annual financial statement is audited on an external and independent basis in accordance with the laws and regulations of the Host Member State and that such audited annual financial statement is published. The audited annual financial statement shall be approved by the Assembly of Members.

- (4) The INFRAFRONTIER ERIC shall ensure that all appropriations shall be used in accordance with the principles of sound financial management.
- (5) The INFRAFRONTIER ERIC shall record the costs and revenues of its economic activities separately.

## **Chapter 5 – Tax**

### **Article 25**

#### **Tax exemption**

- (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 shall apply to purchases of goods and services which are for the official use by INFRAFRONTIER ERIC, are procured and paid for by it and for which the amount of VAT to be reimbursed exceeds a total of 25€ per invoice. Procurement by individual Members shall not benefit from these exemptions. This paragraph shall not apply, however, so as to have the effect of distorting competition.
- (4) Excise goods as defined in points (b) and (c) of Article 1 (1) of Council Directive 2008/118/EC 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 INFRAFRONTIER 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 INFRAFRONTIER 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 the INFRAFRONTIER ERIC and are procured and paid for by it, and that the amount of the duty exceeds a total of 25€ per invoice. No duty exemption shall be granted on energy products or electricity intended for the personal use of INFRAFRONTIER ERIC employees or of third parties.

## **Chapter 6 – Final Provisions**

### **Article 26**

#### **Applicable Law**

INFRAFRONTIER ERIC shall be governed, by precedence

- (a) European Union law, in particular Regulation (EC) No 723/2009;
- (b) In the case of matters not, or only partly, regulated by European Union law, by the law of the state where the INFRAFRONTIER ERIC has its statutory seat to the exclusion of its conflict-of-laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG);

(c) By these Statutes and their implementing rules.

## Article 27

### Set-up provisions

- (1) A constitutional meeting of the Assembly of Members shall be called by the Host Member State within 3 (three) months after the Commission's decision to set up the INFRAFRONTIER ERIC takes effect.
- (2) The Host Member State shall notify the founding Members of any specific urgent legal action that needs to be taken on behalf of the INFRAFRONTIER ERIC before the constitutional meeting is held. Unless a founding Member objects within five calendar days after being noticed, the legal action shall be carried out by a person duly authorized by the Host Member State.

### Annexes:

Annex 1: List of current Members, Observers and representing entities

Annex 2: Financial Principles

Annex 1:

Country or Intergovernmental Organisation	Representing Entity	National Representative(s) and alternate National Representative(s)

Annex 2:

For the initial five year period the principles as described below shall be used to calculate the annual financial contribution by each Member. Before the end of the initial five year period the Assembly of Members shall decide unanimously about the calculation method for subsequent periods.

The principles shall be as follows:

- (1) A Member's annual financial contribution shall be composed of a fixed contribution and a variable share.
- (2) The fixed contribution shall be calculated in the following way:
  - (a) The overall amount of the fixed contribution is fixed at 600.000€/year for the initial five year period. It will be voted by unanimous decision by the Assembly of Members for the next five year periods.

(b) This overall amount of the fixed contribution shall be divided into equal portions.

Portions shall be shared between the Members under the leading criteria of each Member's interest joining INFRAFRONTIER ERIC. So the number of portions depends on the number of Members and their function within INFRAFRONTIER ERIC.

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

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

The Federal Republic of Germany, as the Host Member State, shall furthermore contribute 4 (four) portions of the overall fixed contribution. The Federal Republic of Germany shall therefore pay a total of 6 (six) portions of the overall fixed contribution.

The Czech Republic and the French Republic shall therefore contribute 2 (two) portions of the overall fixed contribution each.

The Republic of Finland and the Hellenic Republic shall therefore contribute 1 (one) portion of the overall fixed contribution each.

- (3) The overall amount of the Member's variable share proportion shall be determined by subtracting the overall amount of the fixed contribution (600.000€/year for the initial five year period) from the overall amount of the approved annual financial budget. The calculated amount shall be split among the Members according to the portions described under principle (2) (b). There shall be a variable annual contribution only if the proposed annual budget is higher than the fixed contribution and only if the Members approve this according to Art. 19 (9) d) – f) and Art. 19 (10) j). No Member shall pay more than 50% of the overall amount of fixed and variable contributions.
- (4) The contributions of Members joining in later during the initial five year period shall be determined following the same principles as stated in this Annex 2. The contributions of founding members shall be adapted accordingly.
- (5) The INFRAFRONTIER ERIC shall receive the respective portions of the fixed contribution within the first two months after the start of the financial year (1 January of each year). The variable share proportion must be received by the INFRAFRONTIER ERIC upon calls issued by the INFRAFRONTIER ERIC and within the delay announced in the respective call (delay shall not be shorter than 4 (four) weeks). Interest based on interest rates of the European Central Bank as published in the Official Journal shall be charged in the case of late payment.