

Statutory Documents for the Non-Profit Civil Partnership “OpenAIRE”

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Signatories

In Athens, today, 26/06/2018, the following parties

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AIMING at supporting open scholarly communication and foster open science in Europe

AIMING at establishing a state of the art, open and sustainable scholarly communication infrastructure through the setting up and operation of a legal entity responsible for the overall management, analysis, manipulation, provision, monitoring and cross-linking of all research outcomes (publications, related datasets, software and services) across existing, planned and future repositories or relevant infrastructures;

AIMING at ensuring the operation of such an OpenAIRE infrastructure, network and services through the contribution of EU institutions, EU Member States or other sources of funding and ensuring that contributions remain proportional to the role and capacity of the OpenAIRE members;

AIMING at promoting the discoverability, accessibility, sharing, reuse and monitoring of data-driven research results, across scientific disciplines and thematic domains, cross-border in Europe and beyond for peaceful purposes only;

HAVING IN MIND the operation of the open science partnership, aligned with the Open Government Partnership (<https://www.opengovpartnership.org/>), a multilateral initiative that aims to secure concrete commitments from governments to promote transparency, empower citizens, fight corruption, and harness new technologies to strengthen governance;

HAVING IN MIND the results of the OpenAIRE family of projects , funded by the European Commission under the Grant Agreement Nos. RI-246686 (OpenAIRE), RI-283595 (OpenAIRE Plus); 643410 (OpenAIRE 2020); 77541 (OpenAIRE-Advance). Subsumed under OpenAIRE are the names OpenAIRE, OpenAIRE Plus, OpenAIRE 2020, OpenAIRE Connect and OpenAIRE-Advance.

RECOGNISING the important role that Regular Members, in particular National Open Access Desks, and Associate Members play in the OpenAIRE ecosystem;

HAVE THEREFORE AGREED ON SETTING UP A NON PROFIT CIVIL PARTNERSHIP, TO WHICH THEY ARE PARTNERS BY AGREEING UNDER THE FOLLOWING PROVISIONS:

Definitions:

Cooperating Partners are third parties that cooperate with OpenAIRE through specific written and appropriately approved agreements.

Countries that belong to the Council of Europe: Albania, Andorra, Armenia, Austria, Azerbaijan, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Moldova, Romania, Russian Federation, San Marino, Serbia, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, The Former Yugoslav Republic of Macedonia, Turkey, Ukraine, United Kingdom.

Eligible Countries are the EUMS and the Countries that belong to the Council of Europe.

EU Member States (EUMS) at the time of signing this agreement are: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, the United Kingdom.

Multinational/ International Organisations (e.g. ERICs, e-infrastructures, International Organisations, Intergovernmental Organisations (IGOs)): are legal entities/organizations composed of member states and/or other intergovernmental organisations and can only take part in OpenAIRE as Regular Members.

National Members Consortium (NaMeCos): is the assembly of all OpenAIRE Members that are positioned in an OpenAIRE Eligible Country.

National Open Access Desks (NOADs): connect researchers, research institutions, policy makers, citizen scientists, educators, industry, and the general public at a national level on the one end, and the OpenAIRE services on the other. NOADs are the focal points for coordinating Open Science activities in their respective countries and take part in OpenAIRE as Regular Members.

OpenAIRE Advance (No 777541) continues the mission of OpenAIRE to support the Open Access/Open Data mandates in Europe. By sustaining the current successful infrastructure, comprised of a human network and robust technical services, it consolidates its achievements while working to shift the momentum among its communities to Open Science, aiming to be a trusted e-Infrastructure within the realms of the European Open Science Cloud.

OpenAIRE Associate Members (Associate Members): are all OpenAIRE members which are not OpenAIRE Regular Members.

OpenAIRE Members: are the OpenAIRE Regular and Associate Members.

OpenAIRE Regular Members: (Regular Members) are the OpenAIRE NOADs selected by the NaMeCos and any Multinational/Intergovernmental Organisations in accordance to a procedure defined by those Members and described in Annex IV.

Chapter 1 – General Provisions

Article 1 – Name

1. There shall be a Non-Profit Legal Entity under the name and title “OpenAIRE”, hereinafter referred to as “OpenAIRE”.
2. OpenAIRE shall have the legal form of a Non-Profit Partnership (NPP) incorporated under the provisions of Greek Law (articles 741 onwards of the Greek Civil Code) and Law No 4072/2012.
3. OpenAIRE shall be a legal entity supporting: (a) the distributed e-infrastructure for e-science in Europe; (b) the network of e-science organisations and individuals in Europe; and (c) a European e-science policy collaboration network. Its activities shall be carried out through the operation of the competent OpenAIRE members.
4. The word “OpenAIRE” should be used henceforth to denote the OpenAIRE Legal Entity. Where used otherwise, this shall be clearly indicated.

Article 2 – Statutory seat, Location and Working Language

1. The statutory seat of OpenAIRE shall be Artemidos 6 & Epidavrou 15125, Maroussi, Greece. The address may change without amending this Statute as long as the address remains within the same country and city.

2. The working language of OpenAIRE shall be English. These Statutes shall be deemed authentic in English and any other official EU language that shall be the language of jurisdiction of the statutory seat of OpenAIRE. None of the aforementioned versions shall prevail over the other.
3. OpenAIRE shall have and use a legal seal with the name “OpenAIRE” for all legal purposes.
4. OpenAIRE may establish offices or subsidiaries in other cities in Greece or other countries where it has members.

Article 3 - Objectives, coordination and distribution of activities

1. The mission of OpenAIRE shall be to establish, maintain and operate an open and sustainable scholarly communication infrastructure and provide the necessary services, resources and network for supporting a common European e-science environment.
2. OpenAIRE’s operations shall seek to
 - reshape the research system towards openness and transparency for scientists and scholars in all fields of knowledge, be they organized as disciplines, problems, models, or even around specific, often large-scale, instruments.
 - redefine the meaning of validated knowledge within society, through Open Science so that researchers, citizens, educators, funders, civil servants, and SMEs, can access the best pieces of knowledge available anywhere, and find ways to make them useful for themselves, their working environments and the society.
 - create Europe’s linked open science monitoring system, i.e., an EU-wide research information system for optimum use of resources and improved decision-making policies.
3. OpenAIRE shall work with research and education communities, public and private organizations in order to:
 - Support, implement and monitor open science in Europe
 - Study, analyze and promote open science and e-science
 - Connect open research with society, economy and the public sector
 - Connect Europe to global open research

Chapter 2 – Members, Cooperating Partners and NOADs

Article 4 - Members, NOADs and Cooperating Partners

1. Research Performing Organisations (including Scientific Institutes, Government Labs, Research and Technology Organisations (RTOs) and Large-scale Research Facilities (LRFs)), European Research Infrastructures (ERICs), Research Infrastructures, e-

Infrastructures, funding bodies and Universities, as well as related Intergovernmental Organisations (IGOs) and Multinational Organisations shall have the right to become OpenAIRE Members, subject to the formalities provided for herein and the decisions of the General Assembly.

2. OpenAIRE shall have OpenAIRE Members based at least in two EU Member States (EUMS) or three countries that belong to the Council of Europe. EU Member States and countries that belong to the Council of Europe shall henceforth called Eligible Countries.
3. For a transition period of 18 months, the OpenAIRE Advance NOADs (Project n°:77541) shall automatically become OpenAIRE Regular Members, once they join the OpenAIRE Legal Entity.
4. In the case where there are more than one OpenAIRE Members located in one of the Eligible Countries, they shall decide which of them shall operate as their NOAD/ OpenAIRE Regular Member in accordance to their internal rules of choosing a NOAD, and list all Regular and Associate Members in Annex I. For the avoidance of doubt, there may be only one NOAD and hence OpenAIRE Regular Member per OpenAIRE Eligible Country.
5. All Regular Members constitute the OpenAIRE General Assembly and have voting rights.
6. The OpenAIRE Members of an Eligible Country, which are not NOADs, are Associate Members and have an observer status in the General Assembly.
7. Regular and Associate Members of each Eligible Country constitute National Members Consortia (NaMeCos). Each NaMeCo decides their internal rules of choosing a NOAD after the initial period of 18 months of the OpenAIRE operation and submit that as a formal procedure that is contained in Annex IV.
8. Multinational/ International Organisations can only take part to OpenAIRE as Regular Members.
9. OpenAIRE may conclude agreements with Cooperating Partners. A Cooperating Partner is any third party that agrees a cooperation agreement with OpenAIRE with specific content, scope and duration.

Article 5 - Admission of Members and Cooperating Partners; Appointment of NOADs

1. Any organization/legal entity falling under Article 3 interested in becoming a Regular or Associate Member or any institution from those herein interested in becoming a Cooperating Partner, shall apply in writing to the OMO.
2. Associate Members must include in the application the name of the NOAD which coordinates and represents national OpenAIRE activities.
3. The OEO, through the OpenAIRE Executive Board shall forward the application to the General Assembly, with a recommendation by the Executive Board for the acceptance or not of the applicant.
4. The General Assembly shall decide on the acceptance of the new Regular or Associate Member or Cooperating Partner with a majority of more than 1/2 of the Regular Members. OpenAIRE Members shall initially commit for three years, subject to article 5. OpenAIRE Members who do not initially commit for three years shall sign a statement specifying the shorter period which shall be recorded and approved by the General Assembly when deciding on the acceptance.
5. OpenAIRE and the Cooperating Partner shall enter into a binding agreement, defining the framework of the cooperation, approved by the General Assembly with a majority

of more than ½ of the present Regular Members, for a period of at least two years unless otherwise agreed, at the end of which the cooperation shall be evaluated. A termination of the cooperation agreement may be decided before the period of two years by the General Assembly with a majority of 2/3 of the present Regular Members, for a serious reason, after the OpenAIRE Executive Board has made the relevant suggestion to the General Assembly.

Article 6 - Termination of Member status

1. If the General Assembly decides that an OpenAIRE Member is acting in serious breach of the Statutes and/ or the Internal Rules and Regulations, and if the OpenAIRE Member has failed to rectify such breach within a period of six months, after formal notice of the breach has been given, the General Assembly may decide to expel the breaching Member with a majority of 2/3 of the present Regular Members, providing a quorum has been met.
2. The vote of the Regular Member representing the OpenAIRE Member to be expelled shall not be counted in the decision.
3. The OpenAIRE Member to be expelled shall have the right to explain to the General Assembly its position, before the General Assembly makes any final decision on the issue.
4. Within the first three years of the membership of OpenAIRE or within a shorter period agreed by the General Assembly at the time of the application of a new Member, no OpenAIRE Member may withdraw unless exceptionally agreed otherwise with a majority of 2/3 by the General Assembly. However, the right of each OpenAire Member to terminate its membership for good cause shall remain unaffected.
5. In case an OpenAIRE Member changes legal form, the OpenAIRE Executive Board should be notified accordingly within 3 months and, if required, the General Assembly should make a decision with regards to the participation of this OpenAIRE Member in OpenAIRE.
6. In the event that an OpenAIRE Member goes bankrupt or enters into a legal arrangement or any form of liquidation, OpenAIRE is not dissolved but is continued between the other Members.
7. In the event that there is only one OpenAIRE Member, OpenAIRE is dissolved after four months, if there is no additional OpenAIRE Member, in accordance to art. 267 of Law 4072/2012.
8. After the first three years of the membership of OpenAIRE or whichever shorter period may have been agreed by the General Assembly, an OpenAIRE Member may withdraw with a notification of at least six months, prior to the effective date of the withdrawal.
9. The OpenAIRE Member wishing to withdraw shall be required, in the case of offering a service, to provide a roadmap for its substitution regarding its service provision obligations.
10. OpenAIRE Members decide on the process of appointment and withdrawal of their respective NOADs on the basis of a formal procedure they submit to the OpenAIRE Executive Board and which is approved by the General Assembly and then included in Annex IV.

Chapter 3 – Rights and Obligations of Members and Cooperating Partners

Article 7 – OpenAIRE Members

Members in OpenAIRE may use all tools and services offered by OpenAIRE and participate in all OpenAIRE activities. Each OpenAIRE Member has to agree on the range of OpenAIRE services it shall offer in the OpenAIRE context and agree on the Principles of Engagement if it offers OpenAIRE services. These PoE follow the principles of FAIRness, Openness and Transparency and are defined in [Annex II](#).

Article 8 – Cooperating Partners

Any binding agreement with the Cooperating Parties shall specify the rights and obligations of the Cooperating Partner and the OpenAIRE. All Cooperation Agreements shall be part of Annex III

Article 9 –Regular Members/NOADs

All Regular Members shall comply with and carry out their responsibilities under these statutes.

NOADs shall take all appropriate steps in order to fulfil their mission. NOADs should support compliance with the EU Open Access, Open Science Cloud and FAIR policies. NOADs are OpenAIRE Regular Members and shall represent Associate Members in the OpenAIRE General Assembly.

Chapter 4- Governance - Representation

Article 10 – General Assembly

1. The General Assembly is the highest decision-making body of OpenAIRE and shall be composed of the Regular Members of OpenAIRE, i.e. the NOADs that are the sole Members with voting rights.
2. Each Member shall nominate one natural person as its official representative. Each delegation may consist of up to two persons.
3. The OpenAIRE Associate Members of each Member State decide for the nomination of one of them as the NOAD, i.e. an OpenAIRE Regular Member, and has voting rights in the General Assembly. The formal process of nomination of each Member State - NOAD has to be decided by the NaMeCo and then submitted to the OpenAIRE Executive Board; the submitted national rules of choice of a NOAD per Member State are built in the Internal Rules and Regulations and are part of Annex IV .
4. The General Assembly shall elect its Chair and its Vice-Chair by simple majority of the votes, among the Regular Members, for a three year term, renewable only once. The Vice-Chair shall substitute the Chair in his/her absence and in case of conflict of interest. The Chair, or a person authorised by the Chair, shall be responsible for updating Annex I, so there shall be at all times an accurate list of the NOADs/ Regular Members, Associate Members and their representing persons.
5. The General Assembly shall meet annually in an ordinary meeting or in a repeat

- meeting if the ordinary meeting has been adjourned, and may hold extra meetings.
6. The operational details of organising any kind of General Assembly meeting (such as ordinary meetings, repeat meetings, extra meetings, representation at meetings, invitation deadlines, agendas, minutes etc.) shall be stated in the Internal Rules and Regulations, which is in Annex V.
 7. In an Ordinary Meeting, if at least $\frac{2}{3}$ of the Regular Members are present or represented, the quorum requirement shall be met. In a repeat meeting of the General Assembly, the quorum shall be considered met, irrespective of the number of Regular Members present or represented.
 8. A simple majority shall be formed when the count of votes cast in favor of the decision is higher than the count of votes cast against. Decisions may be subject to additional majority conditions as set out in paragraphs 11 to 14.
 9. The General Assembly shall validly:
 - a. hold a meeting only if the quorum requirements have been met;
 - b. make a decision only if the majority requirements have been met.
 10. On all items, the General Assembly shall use their best efforts to achieve consensus. Failing consensus, the General Assembly shall decide the issues in accordance with the voting system as defined in this article.
 11. The General Assembly, with majority of more than $\frac{1}{2}$ of the present or represented Regular Members, shall:
 - a. accept new Members, and approve agreements with Cooperating Partners;
 - b. approve the financial reports and the annual activity report;
 - c. set up Standing Committees; appoint the auditors;
 - d. approve the strategic orientation and the activity programme including each working committee programme and budget;
 - e. propose an amendment of the Statutes;
 12. The General Assembly, with a majority of $\frac{2}{3}$ of all present or represented Regular Members shall:
 - a. have the right to amend the budget at any time and may amend all appropriations and calculations of contributions, where applicable;
 - b. terminate Membership. The vote of the Regular Member/ NOAD, to which the Member in question belongs, shall not be counted in the decision;
 - c. approve any late addition of an item to the agenda regarding a proposal to amend the Statutes;
 - d. approve an amendment of the Statutes;
 - e. extend the duration of OpenAIRE;
 - f. adopt the Internal Rules and Regulations;
 - g. approve the annual budget, level of Members' contributions, including any in-kind contributions, no later than November of the preceding fiscal year.
 - h. define the level of the annual Members contributions, if and when they are agreed by the OpenAIRE General Assembly.
 - i. approve all OpenAIRE Policies (e.g. personal data, IPR, Open Access etc.)
 - j. approve a period of membership shorter than five years for a new Member.
 - k. approve the withdrawal of a Member before the lapse of its membership duration
 - l. appoint the OMO CEO.
 13. The General Assembly with a unanimous decision shall:

- m. dissolve OpenAIRE;
 - n. approve an annual increase of the contributions of Members, which would exceed two percent;
14. The General Assembly shall decide with a majority of more than 1/2 of the present or represented Regular Members on any matter concerning OpenAIRE, which is not referred to in the previous paragraphs and articles.
15. The members of the General Assembly shall be bound by the provisions of the Internal Rules and Regulations.

Article 11 – Standing Committees

1. The General Assembly shall create Standing Committees after suggestions made by the OpenAIRE Executive Board.
2. A Standing Committee is a body that deals with a specific issue of interest to the OpenAIRE Members and which makes relevant suggestions to the OpenAIRE Executive Board and the General Assembly.
3. Each Standing Committee shall consist of individuals, appointed by the General Assembly, for renewable terms of three years in accordance to the Internal Rules and Regulations.
4. If a Standing Committee resigns, the General Assembly decides upon its substitution after it receives a relevant suggestion by the OpenAIRE Executive Board.
5. Each Standing Committee shall elect one of its members as the Chair.
6. The Chair shall convene and chair all meetings of the Standing Committee.
7. The General Assembly shall ensure that the members of the Standing Committee have significant experience in the fields of the area in which it is active.
8. Each Standing Committee shall meet at least twice per year and provide advice and guidance to the General Assembly and all other OpenAIRE bodies on matters related to their thematic area.
9. Each Standing Committee shall prepare an annual report for the General Assembly on current advancements in its area of expertise including recommendations for improving the OpenAIRE infrastructure and services.
10. The members of the Standing Committee shall be bound by the provisions of the Internal Rules and Regulations.

Article 12 – OpenAIRE Executive Board

1. The OpenAIRE Executive Board shall be the executive body of OpenAIRE and its legal representative. It shall be composed of the chairs of all Standing Committees and the Chief Executive Officer (CEO). The OpenAIRE Executive Board is accountable to the General Assembly. The OpenAIRE CEO shall have no voting rights.
2. For a transition period of 18 months, the OpenAIRE Executive Board shall coincide with the OpenAIRE Project Steering Committee of the OpenAIRE Advance project (Project n°:77541), provided that its Members are OpenAIRE Members.
3. Each Chair shall be appointed for a term of up to three years and may be re- appointed. However, no Chair shall be allowed to serve more than two consecutive terms.
4. In the case that a Chair resigns or becomes unable to exercise his or her duties, the General Assembly shall appoint another Chair.
5. The OpenAIRE Executive Board shall:

- a. provide leadership for OpenAIRE and propose its strategic objectives and directions;
 - b. sign on behalf of OpenAIRE all contracts, agreements and other binding documents, after approval by the General Assembly;
 - c. represent OpenAIRE before all European, international and national authorities and courts and function as its primary contact or assign such representation to the CEO;
 - d. ensure the availability of adequate financial resources and prepare the budget;
 - e. prepare the Internal Rules of Procedure;
 - f. monitor the efficiency of OpenAIRE's performance in relation to the strategic objectives and directions prescribed by the General Assembly;
 - g. approve the annual activity report, which shall be prepared by the OMO ;
 - h. decide on the organizational structure of OMO, including its Officers
 - i. supervise the OMO;
 - j. manage and set the conditions of employment for the members of the OMO as outlined herein;
 - k. make suggestions to the General Assembly with regards to the creation, amendment (including split, merger or change of focus) or dissolution of Standing Committees after consultation with the OMO;
 - l. make suggestions to the General Assembly with regards to position of the OMO CEO.
6. The members of the OpenAIRE Executive Board shall be bound by the provisions of the Internal Rules of Procedure.

Article 13 – OpenAIRE Management Office (OMO)

1. There shall be an OMO that shall be composed, indicatively, of the following Officers:
 - Chief Executive Officer
 - Financial Officer
 - Legal Officer
 - PR and Media Officer
 - IT and Digital Officer
 - HR Officer
 - Administration Officer
2. The OpenAIRE Management Office (OMO) shall be responsible for ensuring the implementation of the decisions of the General Assembly and the directions provided by the OpenAIRE Executive Board. In addition, the OMO shall assume the responsibility of coordinating the activities of OpenAIRE as described in the respective articles. It shall initially have offices in Maroussi, Greece.
3. The implementation details and bylaws of the OMO shall be included in the Internal Rules and Regulations, which shall be proposed by the OpenAIRE Executive Board and approved by the General Assembly.
4. The OMO shall provide consulting to the OpenAIRE Executive Board concerning all general matters including drawing up proposals for the General Assembly, establishing and modifying annual work plans related to OpenAIRE, prepare the annual activity report and ensuring consistency, coherence and stability of the research infrastructure services.

5. The Officers of the OMO shall be qualified individuals, with significant experience in the relevant to their work fields.
6. The OMO may hire external experts for specific tasks after obtaining the permission by the OpenAIRE Executive Board .
7. The Officers of the OMO shall be bound by the provisions of the Internal Rules of Procedure.

Chapter 5 – Budget

Article 14 - Preparation and adoption of the budget

1. The OpenAIRE Executive Board with the assistance of the responsible officer of the OpenAIRE Management Office shall prepare a draft budget for the next budgetary period, which shall be presented to the General Assembly in the last quarter of the preceding fiscal year.
2. The draft budget shall include all appropriations and a calculation of the Member contributions for the next budgetary period and a projection of costs and contributions for the following two budgetary periods.
3. If the budget is not adopted for the beginning of the fiscal year the total appropriations which may be entered monthly in OpenAIRE should be subject to the limitations of the previous budgetary year.
4. The budget shall indicatively cover all administrative, managerial and legal costs of the operation of the OpenAIRE Legal Entity.

Article 15 - Budgetary Period

1. Each OpenAIRE fiscal year shall begin on 1 January and shall end on 31 December of each year.
2. The budgetary period shall encompass one fiscal year.

Article 16 – Income - Contributions

1. OpenAIRE may conduct all activities that serve its purpose and objectives.
2. OpenAIRE's income includes indicatively: donations and sponsorships of natural and legal persons, inheritances or legacies, lottery revenue, income from events related to its purposes, as well as any other contributions by members or third persons, natural or legal, private or public, and by the property rights the company acquires through its operation.
3. OpenAIRE's income may also include fees from conducting relevant studies and/ or offering services and/ or content related to its mission and operation.
4. The Members agree to provide an initial contribution of five hundred (500) Euros each for the setting up of the OpenAIRE Legal Entity.

Chapter 6 – Policies

Article 17 - Procurement policy

1. OpenAIRE shall follow the principles of relevant European Union Public Procurement

Directives and subsequent applicable national legislation.

2. Procurement by OpenAIRE Members concerning OpenAIRE activities shall be done in such a way that due consideration is given to OpenAIRE needs, technical requirements and specifications issued by the relevant bodies, and always in accordance with the applicable procurement framework. For the avoidance of doubt, the framework applicable to the procurement by OpenAIRE and OpenAIRE Members may differ from one another.

Article 18 - Liability

1. OpenAIRE shall be liable for its debts.
1. OpenAIRE Members are not liable for any OpenAIRE debts.
2. OpenAIRE is not liable for its Members' debts.
3. The OpenAIRE Executive Board may negotiate and sign an appropriate insurance policy on behalf of OpenAIRE.
4. The OpenAIRE Executive Board Members are absolved of all debts of OpenAIRE.

Article 19 - Access Policy

1. The tools and services offered by OpenAIRE shall in principle be freely available for use by the scientific and educational community.
2. The General Assembly may decide that some services shall be offered against a fee and shall specify the conditions in the Internal Rules of Procedure.

Article 20 - Scientific Evaluation and Dissemination Policy

1. OpenAIRE shall be operating an infrastructure with no limitations on access based on time, space or other considerations, in principle, free to the whole of society the scientific and educational community.
2. If for any reason access must be restricted, either temporarily or permanently, access may only be provided after peer review on the basis of excellence and best practices. The General Assembly, following consultation with the relevant Standing Committee, shall adopt the necessary implementing rules.
3. OpenAIRE shall take all appropriate action to promote the infrastructure and its use by all relevant e-Science communities, e.g. researchers, RPOs, funders, e-Infrastructures, Research Infrastructures, civil society etc .
4. Such actions may include, among others, the creation of a web portal, the issuing of a newsletter, the organisation of and participation in conferences and workshops, etc.

Article 21 - Intellectual Property Rights, Data Policy and Protection of privacy/ data protection and ethics rules

1. Intellectual Property shall be governed by the national legislation or any alternative legal framework applicable to the Members and by international agreements to which Members are parties.
1. Generally open source and open access principles and open licences shall be favoured.
2. An OpenAIRE Data policy shall be developed and shall be approved by the General Assembly.
3. Use and collection of OpenAIRE data shall be subject to European and national laws of data privacy and data protection and adhere to the ethics and professional principles of the respective scientific and research fields.

Article 22 - Employment Policy

1. OpenAIRE is an equal opportunity employer.
1. Employment contracts shall follow the national laws of the country in which the staff is employed or any other applicable legal framework.
2. OpenAIRE shall not discriminate in any way between directly employed and seconded personnel.
3. OpenAIRE shall advertise all vacancies and shall set an adequate time-period for the receipt of applications.
4. OpenAIRE shall not offer any position to any applicant before the lapse of the above mentioned time period.
5. OpenAIRE shall not offer any position to any person who cannot lawfully accept employment in the European Union and/or the Host State and/or at the place of employment according to European Union and local legislation.
6. The OpenAIRE Executive Board shall be responsible for the hiring of personnel and shall be assisted by the OpenAIRE Management Office.

Chapter 7 – Duration, Winding Up, Disputes, Set up Provisions

Article 23 - Duration

The duration of OpenAIRE shall be twenty years, renewable according to the majority rule defined herein.

Article 24 - Amendment, Winding up

1. Statutory amendment proposals may be submitted to the General Assembly by any Member or by the OpenAIRE Executive Board .
2. Amendment proposals shall be included in the items on the agenda communicated with the invitation to the General Assembly.
3. The Annexes may be updated by the General Assembly without constituting an amendment of the Statutes.
4. The winding up of OpenAIRE shall follow a decision of the General Assembly in accordance with the rules stipulated herein.
5. OpenAIRE resolves:
 - (a) Upon its expiry, if it does not become indefinite in accordance with Article XX of this
 - (b) at the unanimous decision of the partners at any time
 - (c) if only a single partner remains
 - (d) by a court order, at the request of a partner if there is an important reason
6. The liquidation of OpenAIRE follows its winding-up. The liquidator of OpenAIRE is the one who is a manager and a representative at the time of its dissolution.
7. The liquidator is required to make an inventory of the OpenAIRE's property and to pay the company's borrowers the debts to them. It is then obliged to render the partners their contributions and to distribute to them what remains in their share of participation.
8. The company is not profit-making and no distribution of profits is made to its members

either during or after the company's dissolution. In addition to the partners' contribution, net earnings for the company are for no reason available among the partners, but are allocated for the realization of the company's objectives both during and after the company's dissolution. Partners are only entitled to rescind the company or retire to accept the value of their income without so much (unless it is consumed by the company's loss and will not be entitled to receive any remaining consideration for the goodwill of their shareholding). of the company's assets and its disposal in case of dissolution of the legal person is defined by a unanimous decision of the partners, but always for the fulfillment of purposes related to the statute.

Article 25 - Applicable Law

The provisions of the OpenAIRE Statutes (including the Internal Rules of Procedure) shall be interpreted in accordance with their true meaning and effect.

Without prejudice to any OpenAIRE Member's status as an Intergovernmental Organization, if these Statutes do not expressly stipulate, or any of their terms are ambiguous or unclear, reference shall be made to the laws of Greece, and if a matter is not covered, or only partly covered by Greek law, to European Union law

Such reference shall be made exclusively for the matter or provision(s) concerned.

For the avoidance of doubt, nothing in the OpenAIRE statutes shall constitute or be construed as a waiver of the privileges and immunities to any OpenAIRE Member by virtue of their status as an Intergovernmental Organization.

Article 26 - Disputes

Any dispute among the OpenAIRE Members, or between the OpenAIRE Members and OpenAIRE in relation to OpenAIRE shall be settled amicably. Where this is not possible, the parties to the dispute shall resort to arbitration in accordance with a procedure specified by them.

The arbitral award shall be final and binding upon the parties to the dispute, which expressly renounce the right to any form of appeal or revision, whether ordinary or extraordinary.

Article 27 - Availability of Statutes

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

Article 28 - Setting-up provisions

1. A constitutional meeting of the General Assembly shall be called by the representative of Athena Research Center, as soon as possible but no later than forty-five calendar days after the setting up of OpenAIRE enters into force.
2. The representative of the Athena Research Center shall notify the Members of any specific urgent legal action that needs to be taken on behalf of OpenAIRE before the

constitutional meeting is held. 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 representative of the Athena Research Center.

3. The representative of Athena Research Center will operate as the manager and lawful representative of OpenAIRE for the period before the constitutional meeting of the General Assembly is held. This period will be no longer than six (6) months from the setting up of the OpenAIRE legal entity.

Article 29 - Signatures

1. This document was copied in XXX copies, which, after being read and certified, was signed by all the contracting partners. Each of them received one (one of which will be submitted for publication in GEMI).
2. The Parties have caused this Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Annexes

ANNEX I - LIST OF MEMBERS AND COOPERATING PARTNERS

ANNEX I – List of Members and NOADs/ Regular Members

ANNEX II – Principles of Engagement

ANNEX III – Cooperation Agreements

ANNEX IV - National Rules of Choice of NOADs

ANNEX V – Internal Rules of Procedure