



Preparatory Phase for the pan-European  
Research Infrastructure DANUBIUS-RI  
“The International Centre for advanced  
studies on river-sea systems”

# Set of statutes for the legal entity

**Deliverable 3.8**



**European  
Commission**

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## Executive summary / abstract

DANUBIUS-RI will be a pan-European Research Infrastructure; the Preparatory Phase (PP) identified the European Research Infrastructure Consortia (ERIC) as the most suitable legal entity for the distributed infrastructure.

The implementation of DANUBIUS-ERIC's Statutes is based on the appropriate agreement between the involved parties: the scientific community and the future Members of the ERIC (EU Member States, associated countries, third countries other than associated countries and intergovernmental organisations). This arrangement must ensure the correct (and lasting) relationship between all stakeholders and the preparation, in a short period of time, of an agreed Statute.

So, the DANUBIUS-PP Board of Governmental Representatives (BGR) was established, with the aim to discuss between countries at an appropriate ministerial level and decide/approve fundamental issues related to the DANUBIUS-ERIC such as governance, legal aspects and financial principles, and business plan. The BGR is made up of delegates from Ministries of the countries participating in DANUBIUS-PP. In general, for each participating country a person acting as "scientific reference" is present too.

The material from this Deliverable contains the Draft Statutes of the DANUBIUS-ERIC, as prepared, discussed and approved together with the Board of Government Representatives between September 2018 and October 2019. The topics still to be agreed / negotiated are added at the end of the Statutes.

The contents of this Deliverable are to be finally approved most probably immediately after the DANUBIUS-PP Project lifetime, but the last milestone of WP3 "Defining the DANUBIUS-RI legal entity", due in November 2019 (month 36), has to be considered as reached:

Set of Statutes for legal entity

One of the main aims of DANUBIUS-PP is to apply for the ERIC status in 2020, in order to be fully operational by 2023 as DANUBIUS-ERIC.

## 1. Introduction

### 1.1 DANUBIUS – International Centre for Advanced Studies on River-Sea Systems – a pan-European distributed Research Infrastructure

A fundamentally new approach to research is needed to advance the goal of a better-informed and holistically engaged environmental management of River- Sea (RS) systems, particularly at the freshwater-marine interface. This requires world-leading science, comprising research that has immediate societal relevance and impact, in facilitating interdisciplinary research in the freshwater and marine sciences. The research must span traditional disciplinary and geographic boundaries and be implemented in a consistent and quality-assured framework.

Recognizing these needs, the concept of DANUBIUS-RI was developed, positively evaluated and included on the 2016 Roadmap of the European Strategy Forum on Research Infrastructures (ESFRI).

The DANUBIUS Preparatory Phase (DANUBIUS-PP, Dec 2017-Nov 2019) aims to develop the structures and processes to ensure that DANUBIUS-RI can deliver an integrated understanding of the functioning of RS systems and be able to address the key societal challenges associated with, and opportunities of, RS systems.

DANUBIUS-RI will be a distributed Research Infrastructure with components located in some European countries and, as decided by the DANUBIUS-PP General Assembly, it aims to become operational as an ERIC (European Research Infrastructure Consortium) early in the next decade.

According to EU rules, in order to become an ERIC it is necessary to follow a precise roadmap. In particular, before the submission of the request to the EU Commission, it is necessary to prepare the Statutes and the related Annexes.

Indeed, one of the main aims of DANUBIUS-PP is to apply for the ERIC status in early 2020, in order to be fully operational by 2023 as DANUBIUS-ERIC (Fig.1).

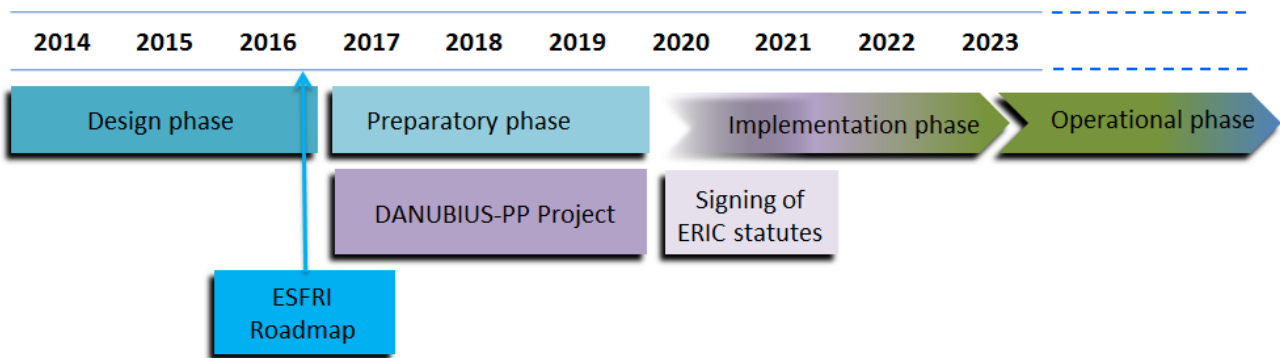


Fig.1 Timeline of DANUBIUS-RI as a Consortium.

## 1.2 DANUBIUS-PP Board of Governmental Representatives

The implementation of the Statutes, such as for DANUBIUS-ERIC, is based on the appropriate agreement between the involved parties: the scientific community and the future Members of the ERIC (EU Member States, associated countries, third countries other than associated countries and intergovernmental organisations). This arrangement must ensure the correct (and lasting) relationship between all stakeholders and the preparation, in a short period of time, of an agreed Statute.

So, the DANUBIUS-PP Board of Governmental Representatives (BGR) was established, with the aim to discuss between countries at an appropriate ministerial level and decide/approve fundamental issues related to the DANUBIUS-ERIC such as governance, legal aspects and financial principles, and business plan. The BGR is made up of delegates from Ministries of the countries participating to DANUBIUS-PP. In general, for each participating country a person acting as “scientific reference” is present too.

The Board held five meetings, listed below, at which the wording of each Statute was openly discussed until agreement. All the different version of the Statutes are presented in the different Minutes and their Annexes. The last meeting will be held in Brussels, in November 2019.

| #               | When                  | Where          | Version of the statutes discussed    |
|-----------------|-----------------------|----------------|--------------------------------------|
| 1 <sup>st</sup> | 19-20 September, 2018 | Barcelona (ES) | -                                    |
| 2 <sup>nd</sup> | 13-14 December, 2018  | Cork (IE)      | DANUBIUS-RI ERIC Statutes v1.doc     |
| 3 <sup>rd</sup> | 7-8 March, 2019       | Sofia (BG)     | DANUBIUS-ERIC Statutes_Draft 2.0.doc |
| 4 <sup>th</sup> | 18-19 June, 2019      | Brussels (BE)  | DANUBIUS-ERIC_Statutes_3.0.doc       |
| 5 <sup>th</sup> | 19-20 September, 2019 | Hamburg (DE)   | DANUBIUS-ERIC_Statutes_v5.doc        |
| 6 <sup>th</sup> | 27-28 November, 2019  | Brussels (BE)  | DANUBIUS-ERIC_Statutes_V6.doc        |

Requests by Governmental Representatives in BGR, since the first meetings, required providing a more specific legal advice, based on the ERIC characteristics. In addition, their requests required a deeper understanding of the actual mechanisms of the different RI components, to provide the BGR with more accurate evaluations. So, ex-officio, a specialized legal consultancy was selected by CORILA to assist in drafting the document and supporting negotiation with the Governmental Representatives, in the final stage of the DANUBIUS-PP Project.

In particular, during the meeting in Hamburg, the Governmental Representatives asked for additional documents, whose analysis is binding for the decision on signing the ERIC, and that will be discussed during the 6<sup>th</sup> BGR's meeting. The documents are:

- Draft Rules of Procedure for the DANUBIUS-ERIC General Assembly,
- Draft Service Level Agreement,
- Legal Opinion on Article 25(3) of the draft Statutes.

### 1.3 Objectives of this document

This document incorporates the actual version of the DANUBIUS-ERIC Statutes, version 6.0, as agreed by the Governmental Representatives in BGR's 5<sup>th</sup> meeting. As a limited number of issues



remain to be resolved during the final BGR's meeting, they are presented here in a different section of the document.

***DISCLAIMER***

While reading this version of the Statutes, please consider the following comments:

- Paragraphs or words in [ ] will be filled in the next meeting of the BGR, planned for November 2019.
- Items underlined need to be confirmed/agreed; see cap 2.2. This can be hopefully done in the next meeting of the BGR planned for November 2019.

## 2. DANUBIUS-ERIC Statutes

### 2.1 Statutes of the International Centre for Advanced Studies on River-Sea Systems - European Research Infrastructure Consortium (DANUBIUS-ERIC) , version 6.0

#### **PREAMBLE**

[List of Member countries]

Hereinafter referred to as ‘the members’,

and:

[List of Observer countries and Organisations]

Hereinafter referred to as ‘the observers’.

*Acknowledging* that river-sea systems are experiencing intense and progressive degradation in response to many drivers, including rapid climate and environmental change, and increasing anthropogenic pressures;

*Considering* the spatial and temporal characteristics of large river-sea systems and the need for a new paradigm to advance the goal of holistic environmental management, balancing economic development and protection of biodiversity and natural ecosystems;

*Recognising* that effective and sustainable solutions can be achieved only by teams of interdisciplinary researchers, who have the collective expertise and infrastructure to solve these pressing and emerging problems;

*Building* on the ESFRI Roadmap that identified DANUBIUS as a pan-European distributed research infrastructure whose principal task is to support interdisciplinary research in river-sea systems.

*Wishing* to provide access to the DANUBIUS research infrastructure for wide user communities, to link research, education and innovation promoting technological developments and to provide independent data to contribute to sustainable management of rivers and coasts;

HAVE AGREED AS FOLLOWS:

## CHAPTER 1 - GENERAL PROVISIONS

### *Article 1*

#### *Definitions*

1. For purposes of these Statutes, the following defined terms and expressions shall have the following meaning:

**Calendar year** means the period starting the 1st of January and ending on the 31st of December of each year.

**DANUBIUS Component** means a site or a constituent part of the distributed infrastructure, located in the territory of a member or observer, at which DANUBIUS related activities are carried out and include, but is not limited to, the hub, the supersites, the nodes, the data centre, the technology transfer office and the e-learning office. A DANUBIUS Component is led by one DANUBIUS Partner and is linked to the DANUBIUS-ERIC through a Service Level Agreement.

**DANUBIUS Partner** means a research facility, an institution, a university, a laboratory, or a related juridical person, established in the territory of a member or observer and appointed as such by that member or observer. A DANUBIUS Partner provides resources and related services to one or more DANUBIUS Components and, through them, to Users. A list of DANUBIUS Partners is provided in Annex [XX].

**Days** means calendar days, unless otherwise indicated.

**DANUBIUS-ERIC Headquarters** means the central office of DANUBIUS-ERIC, located in the Statutory Seat.

**Intellectual Property** shall have the same meaning as Article 2 of the Convention Establishing the World Intellectual Property Organisation signed on 14 July 1967.

**RS** means river-sea.

**Service Level Agreement (SLA)** means an agreement that defines the relationship between a DANUBIUS Component and the DANUBIUS-ERIC and which sets out the terms and conditions on which the DANUBIUS Component shall provide resources and services to the DANUBIUS-ERIC, to other DANUBIUS Components and to Users. A Service Level Agreement may be signed by a lead DANUBIUS Partner on behalf of a DANUBIUS Component in cases where the DANUBIUS Component lacks legal personality.

**Users** means individuals and institutions from academia, business, industry and public services that are granted access to DANUBIUS Components.

## *Article 2*

### *Name, statutory seat and working language*

1. The International Centre for Advanced Studies on River-Sea Systems is established as a European Research Infrastructure Consortium (“DANUBIUS-ERIC”) under Regulation (EC) No 723/2009.
2. DANUBIUS-ERIC shall be a distributed research infrastructure operational in DANUBIUS-ERIC member countries, as well as in other countries where it has concluded relevant agreements.
3. DANUBIUS-ERIC shall have its statutory seat in Romania.
4. The working language of DANUBIUS-ERIC shall be English.

## *Article 3*

### *Objectives, task and activities*

1. The main objective and task of DANUBIUS-ERIC is to establish and operate a pan-European distributed research infrastructure in the area of RS systems. DANUBIUS-ERIC shall be supported by the DANUBIUS Partners, who shall provide major scientific equipment or sets of instruments, research facilities, resources and related services to the DANUBIUS Components and through them to Users, enabling the conduct of top-level research in their respective fields.
2. To this end, DANUBIUS-ERIC shall provide an effective governance framework, coordinate and harmonize the activities carried out by the DANUBIUS Components in relation to RS systems. In particular, it shall undertake and coordinate the following activities:
  - a) subject to the access policy, provide a single point of access for applications to use the DANUBIUS Components.
  - b) facilitation of relevant European and international research programmes and projects;
  - c) mobilisation of relevant knowledge, build research capacity and encourage mobility of researchers to increase the European intellectual potential and lead international research on RS systems;

- d) development of technology, standards and protocols to advance studies in fresh, ground and coastal, marine and transitional water systems;
  - e) build collaboration and synergies with other research infrastructures in Europe and worldwide;
  - f) use of the DANUBIUS research infrastructure and expertise in support of research on RS systems worldwide;
  - g) any other related activity that promotes the achievement of DANUBIUS-ERIC main objectives and task.
3. DANUBIUS-ERIC, through its Components, shall provide effective access to facilities, services, advice and data to promote and drive interdisciplinary research and innovation across RS systems.
4. DANUBIUS-ERIC shall pursue its main task on a non-economic basis, however it may carry out limited economic activities, provided that they are closely related to its main task and that they do not jeopardize the achievement thereof. Any income generated by these limited economic activities shall be used by DANUBIUS-ERIC to further its main objectives and task.

## CHAPTER 2 - MEMBERSHIP

### *Article 4*

#### *Membership, observership and representing entities*

1. The following entities may become members of DANUBIUS-ERIC or may become observers of DANUBIUS-ERIC without voting rights:
  - b) Member States of the European Union;
  - c) associated countries;
  - d) third countries other than associated countries;
  - e) intergovernmental organisations.
2. Member States or associated countries shall hold jointly the majority of the voting rights in the General Assembly. The General Assembly shall determine any modification of voting rights that are necessary to ensure that DANUBIUS-ERIC complies at all times with this requirement.
3. Any member or an observer referred to in paragraph (1)(a)-(c) may be represented by one or more public entities, including regions or a private entity with a public service mission, of its own

choosing and appointed according to its own rules and procedures. Each member or observer shall inform the General Assembly 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.

4. The members and the observers as well as their representing entities are listed in Annex 1. Annex 1 shall be kept up to date by the Director General or any other person appointed by the Director General.

### **Article 5**

#### *Conditions for becoming a member or an observer*

1. Entities referred to in Article 4(1), wishing to become members of DANUBIUS-ERIC shall submit a written application to the Chairperson of the General Assembly. Such application shall describe how the entity will contribute to DANUBIUS-ERIC objectives and task described in Article 3 and how it will fulfil the obligations referred to in Article 7(2) and 7(3).
2. Entities referred to in Article 4(1) who wish to contribute to DANUBIUS-ERIC but are not yet in a position to join as members may apply for an observer status. Applicants shall submit a written application to the Chairperson of the General Assembly, which shall describe how the applicant will contribute to DANUBIUS-ERIC objectives and tasks described in Article 3 and how it will fulfil the obligations referred to in Article 8(2) and 8(3).
3. Applicants shall be admitted as observers for a three-year period. Observers may apply once for a two-year extension of their observer status. In exceptional cases the General Assembly may accept and approve further extensions of an observer status.

### **Article 6**

#### *Withdrawal and termination of a member or of an observer*

1. A member may withdraw its membership at any time upon at least 12 months prior written notice to the Chairperson of the General Assembly. Withdrawal will come into effect after a minimum five-year period of membership and at the end of the next financial year in which a notice of withdrawal has been given, namely 31<sup>st</sup> December of the following year.
2. An observer may withdraw at any time upon 6 months prior written notice to the Chairperson of the General Assembly. If notice is served by 30<sup>th</sup> June in any year, withdrawal will come into

effect at the end of the same financial year in which notice has been given, namely 31<sup>st</sup> December. If notice is served after 30<sup>th</sup> June in any year, withdrawal will come into effect at the end of the next financial year in which notice has been given, namely 31<sup>st</sup> December of the following year.

3. The General Assembly may terminate membership or an observer status if any of the following conditions are met:

a) the member or the observer is in serious breach of one or more of its obligations under these Statutes, and (1) the member or the observer has failed to rectify such breach within a period of six months after it has received notice of the breach; and, (2) the member or the observer had been given an opportunity to present its position to the General Assembly before a decision is made.

b) ....

4. Members and observers shall continue paying their membership or observer fees and fulfil all other obligations to DANUBIUS-ERIC activities until withdrawal or termination comes into effect. They shall neither have the right to restitution or reimbursement of any contributions made, nor the right to lay any claim to the assets of DANUBIUS-ERIC.

5. A member's voting rights in accordance with Article 7(1)(b) shall be suspended if it is in a delay of at least 12 months in meeting its obligations under Article 14(1), until contributions have been paid in full.

## CHAPTER 3 - RIGHTS AND OBLIGATIONS OF MEMBERS AND OBSERVERS

### *Article 7*

#### *Members*

1. Members shall have a right:

a) to appoint representing entities;

b) to attend and vote at the General Assembly, with the exception of voting on decisions regarding that member's termination of membership;

c) for its research community to access the facilities, services and activities offered by the DANUBIUS Components, subject to DANUBIUS-ERIC Access Policy;

d) to elect and be elected to the governance bodies of DANUBIUS-ERIC through its representatives.

- e) to any other benefit or right set out in the internal rules.
2. A member shall:
- a) provide the annual membership contribution in accordance with Annex 2;
  - b) appoint at least one, but not more than three, official representatives to the General Assembly;
  - c) empower its representatives attending the General Assembly with full authority;
3. A member is also expected to:
- a) promote the adoption of relevant standards and tools in the operation of DANUBIUS-ERIC;
  - b) provide the necessary technical infrastructure and resources for DANUBIUS-ERIC operations and support the DANUBIUS Components that it hosts;
  - c) promote uptake of DANUBIUS-ERIC coordinated data and services among researchers in their country and promote user feedback and requirements.
  - d) support its national DANUBIUS Partner or Partners and DANUBIUS Components that it hosts to allow them to discharge their obligations as may be defined within a Service Level Agreement or a similar agreement with DANUBIUS-ERIC.

## *Article 8*

### *Observers*

1. Observers shall have a right:
- a) to appoint representing entities;
  - b) to attend the meetings of the General Assembly, without voting rights;
  - c) for its research community to access the facilities, services and activities offered by the DANUBIUS Components, subject to DANUBIUS-ERIC Access Policy.
  - d) to elect and be elected to the governance bodies of DANUBIUS-ERIC through its representatives, but without voting rights in such governance bodies.
  - e) to any other benefit or right set out in the internal rules.
2. An observer shall:
- a) provide the annual observer contribution in accordance with Annex 2;



- b) fulfil any other obligation negotiated between the respective observer and DANUBIUS-ERIC as agreed by the General Assembly.
- 3. An observer is also expected to:
  - c) promote the adoption of relevant standards and tools in the operation of DANUBIUS-ERIC;
  - d) promote uptake of DANUBIUS-ERIC coordinated data and services among researchers in their country, and promote user feedback and requirements.

## CHAPTER 4 - GOVERNANCE

### *Article 9*

#### *Bodies*

- 1. DANUBIUS-ERIC shall comprise the following bodies:
  - a) the General Assembly;
  - b) the Director General;
  - c) the Scientific Advisory Committee;
  - d) the Research Infrastructure Committee

### *Article 10*

#### *The General Assembly*

- 1. The General Assembly shall be the governing body of DANUBIUS-ERIC and shall be composed of representatives of the members and observers of DANUBIUS-ERIC. Each member shall have one vote with all votes being of equal value. Members abstaining from voting shall be counted as absent with no effect on the quorum required to constitute the meeting under paragraph 5.
- 2. Representatives to the General Assembly may be accompanied by up to two experts per delegation with the sole purpose of advising the delegation.
- 3. The General Assembly shall elect a Chairperson and a Vice-Chairperson amongst the representatives of the members for a two-year term, renewable for the same period, twice. The Vice-Chairperson shall substitute the Chairperson in his/her absence or in case of conflict of

interest. With their elections the Chairperson and, when acting as a substitute, the Vice-Chairperson, become *supra-parte* and leave their delegations. The member from which the Chairperson or Vice Chairperson originates shall have the right to nominate another representative instead.

4. The General Assembly shall be convened by the Chairperson at least once per calendar year and shall be responsible for the overall direction and supervision of DANUBIUS-ERIC, including the strategic orientation and structure of the DANUBIUS Components.

5. Subject to Article 4(2), a meeting shall be quorate if at least two thirds of members are represented at the meeting. If the required quorum is not met, the Chairperson shall convene another meeting, following a new invitation with the same agenda, not sooner than 14 calendar days later. Subject to Article 4(2), the second meeting shall be quorate if at least 50% of the members are represented at the meeting.

6. The following matters shall require approval of the General Assembly by unanimous vote of the members present:

- a) amendment of the Statutes of DANUBIUS-ERIC;
- b) winding up of DANUBIUS-ERIC in accordance with Article 27;
- c) termination of a membership or observer status.

7. The following matters shall require approval of the General Assembly by a two thirds majority of the votes of the members present:

- a) setting the level of annual membership and observer contribution;
- b) changes to the amount or calculation of contributions by a member or observer. However, any decision that has the effect of increasing the financial contribution of a Member or Observer which opposed that decision [above x% above the national inflation rate over a period of Y years] shall require that Member or Observer's agreement;
- c) approval of the annual budget and annual accounts;
- d) approval of the annual activity report;
- e) approval of the annual work plan;
- f) approval of a five years strategy and financial plans;
- g) adoption or amendment of the internal rules;

- h) election of a Chairperson and a Vice-Chairperson from among the members following nominations;
  - i) appointment and dismissal of the Director General and executive staff;
  - j) appointment and dismissal of representatives to the advisory committees listed in Article 9(1);
  - k) acceptance of new members and observers and renewal of an observer status;
  - l) establishment and elimination of advisory committees and working group;
  - m) approve or remove a DANUBIUS Partner OR DANUBIUS Component;
  - n) the level of contributions by a member or observer who is an intergovernmental organisation.
8. All other decisions of the General Assembly shall require a simple majority of the votes of the members present.
9. The General Assembly shall adopt its own rules of procedure, which may include a possibility to adopt decisions by a written procedure, subject to these Statutes.

### *Article 11*

#### *Director General*

1. The Director General of DANUBIUS-ERIC shall be appointed by the General Assembly. The Director General shall be employed by DANUBIUS-ERIC and shall be the legal representative of DANUBIUS-ERIC.
2. The Director General shall carry out the day-to-day management of DANUBIUS-ERIC and be responsible for the implementation of the decisions by the General Assembly, including annual work plan and yearly budget as well as five years strategy and financial plan. The Director General shall actively contribute to the community building and fostering external relations and strategic partnerships.
3. The term for the Director General appointment shall be five years. The General Assembly may renew the term once for the same period.
4. The Director General shall be based at the DANUBIUS-ERIC Headquarters.

### *Article 12*

*Scientific Advisory Committee*

1. The General Assembly shall establish an independent Scientific Advisory Committee, whose representatives shall be appointed by the General Assembly.
2. The Scientific Advisory Committee shall report to the General Assembly.
3. The rules of procedure for the Scientific Advisory Committee shall be adopted by the General Assembly.
4. The Scientific Advisory Committee shall:
  - a) monitor scientific quality of the activity of DANUBIUS-ERIC and the DANUBIUS Components;
  - b) provide feedback and make recommendations on actions to improve the effectiveness of DANUBIUS-ERIC and DANUBIUS Components outcomes in the scientific community with a view to further develop DANUBIUS-ERIC's scientific activities;
  - c) provide feedback in relation to DANUBIUS-ERIC's scientific output and science strategy, as may be requested by the General Assembly;
  - d) review the research conducted under the DANUBIUS-ERIC and the DANUBIUS Components with respect to the tenets of Responsible Research and Innovation and provide recommendation accordingly.

**Article 13**

*Research Infrastructure Committee*

1. The General Assembly shall establish a Research Infrastructure Committee that will be composed of one representative from each DANUBIUS Component.
2. The Research Infrastructure Committee shall report to the General Assembly.
3. The Research Infrastructure Committee shall adopt its own rules of procedure to be approved by the General Assembly.
4. The Research Infrastructure Committee shall:
  - a) be convened by the Director General and meet at least once a year;
  - b) be consulted by the Director General for all general matters including drawing up proposals for the General Assembly in establishing and modifying annual work plans related to the DANUBIUS

Components to ensure consistency, quality, coherence and stability of the services offered, coordinate procedures, tools and practices, procurements, and make proposals to the General Assembly to improve the quality and efficiency of the services.

## CHAPTER 5 - CONTRIBUTIONS AND PRINCIPLES OF FINANCE

### *Article 14*

#### *Resources and contributions*

1. Members and observers shall pay annual cash contributions in accordance with the principles set out in Annex 2.
2. The resources of DANUBIUS-ERIC may also include the following:
  - a) research grants;
  - b) in-kind support;
  - c) subject to Article 3(4), income derived from limited economic activities, including income generated by spin-outs and by the technology transfer office;
  - d) other resources, including donations and gifts, within limits and under terms and conditions approved by the General Assembly, in compliance with applicable law and regulations.
3. DANUBIUS-ERIC contributions and resources shall be used for achieving the objectives, task and activities set out in Article 3 of these Statutes.

### *Article 15*

#### *Budgetary principles, accounts and Audit*

1. The financial year of DANUBIUS-ERIC shall be a Calendar Year.
2. DANUBIUS-ERIC shall operate within the principles of transparency and sound financial management and be subject to the requirements of the applicable law of the country where it has its statutory seat as regards preparation, filing, auditing and publication of accounts. More detailed rules shall be provided in the DANUBIUS-ERIC internal rules.
3. The accounts of DANUBIUS-ERIC shall be accompanied by a report on budgetary and financial management of the financial year.

4. DANUBIUS-ERIC shall record the costs and revenues of any economic activities separately.
5. DANUBIUS-ERIC accounts shall be audited by an external and independent auditor in accordance with applicable laws and regulations. The audit reports shall be presented to the General Assembly together with the report on the budgetary and financial management of the financial year.
6. Subject to applicable laws and regulations, the auditor shall be appointed by the General Assembly for a period of up to four years and may be re-appointed. The external auditor shall perform additional functions as set out in the internal rules.
7. The Director General shall provide the external auditor with such information and assistance, as may be required, in order for the external auditor to perform its duties.

#### **Article 16**

##### *Tax and excise duty exemption*

1. Value Added Tax (VAT) exemptions based on Article 143(1) (g) and Article 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 by DANUBIUS-ERIC and by members of DANUBIUS-ERIC which are for the official and exclusive use by DANUBIUS-ERIC, provided that such purchases are made solely for the non-economic activities of DANUBIUS-ERIC in line with its activities. VAT exemptions shall be limited to purchases exceeding the value of EUR 300.
2. Excise duty exemptions based on Article 12 of Council Directive 2008/118/EC, shall be limited to purchases by DANUBIUS-ERIC which are for the official and exclusive use by DANUBIUS-ERIC, provided that such purchases are made solely for the non-economic activities of DANUBIUS-ERIC in line with its activities and that each purchase exceed the value of EUR 300.

#### **Article 17**

##### *Liability and Insurance*

1. DANUBIUS-ERIC shall be liable for its debts.
2. The members shall not be jointly liable for the debts of DANUBIUS-ERIC.
3. The financial liability of the members for DANUBIUS-ERIC's debts shall be limited to their respective annual contribution to DANUBIUS-ERIC.

4. DANUBIUS-ERIC shall take appropriate insurance to cover the risks specific to the its activities.

## CHAPTER 6 - REPORTING TO THE COMMISSION

### *Article 18*

#### *Reporting*

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

## CHAPTER 7 - POLICIES

### *Article 19*

#### *Intellectual Property Rights Policy*

1. Subject to any contract between DANUBIUS-ERIC and Users, intellectual property rights created, obtained or developed by Users shall be owned by those Users.
2. Subject to any contract between DANUBIUS-ERIC and a DANUBIUS Partner, intellectual property rights created, obtained or developed by a DANUBIUS Partner shall be owned by the DANUBIUS Partner.
3. Subject to any contract between DANUBIUS-ERIC and a DANUBIUS Component, intellectual property rights created, obtained or developed by a DANUBIUS Component shall be owned by the DANUBIUS Component.
4. Intellectual property rights created, obtained or developed by DANUBIUS-ERIC shall be owned by DANUBIUS-ERIC.

5. DANUBIUS-ERIC may adopt a policy on intellectual property rights, for approval by the General Assembly.

### *Article 20*

#### *Data Policy*

1. DANUBIUS-ERIC shall promote open source and open access principles.
2. Access to data produced by the DANUBIUS-ERIC shall, wherever possible (taking into account third party licences and any pre-existing arrangements), be available free of charge for all scientific institutions and other stakeholders and shall be openly accessible to any scientific person or agency. Use and collection of data shall be subject to the applicable laws and regulations on data privacy.
3. DANUBIUS-ERIC shall provide guidance (including via website) to Users to ensure that research undertaken using material made accessible through DANUBIUS-ERIC shall be undertaken within a framework that recognizes the rights of data owners and privacy of individuals.
4. DANUBIUS-ERIC shall ensure that Users agree to the terms and conditions governing access and that suitable security arrangement are in place regarding internal storage and handling.
5. DANUBIUS-ERIC shall define arrangements for investigating allegations of security breaches and confidentiality disclosures regarding research data.
6. DANUBIUS-ERIC shall adopt a data policy, for approval by the General Assembly.

### *Article 21*

#### *Dissemination Policy*

1. DANUBIUS-ERIC shall be a facilitator of research and shall as a general rule encourage as free access as possible to research data.
2. DANUBIUS-ERIC shall, as a general rule, encourage Users to make their research results publicly available or publish in peer-reviewed scientific literature, to present at scientific conferences, as well as in other media, social or otherwise, targeted at larger audiences (including without limitation the general public, the press, citizen groups and for education purposes).



3. DANUBIUS-ERIC shall use several channels to reach the target audiences, including web portal, newsletter, workshops, presence in conferences, articles in magazines and daily newspapers.

#### **Article 22**

##### *Access Policy*

1. DANUBIUS-ERIC shall maintain secure, fair and transparent procedures to provide access to DANUBIUS Components and services to Users.
2. DANUBIUS-ERIC shall adopt an access policy, for approval by the General Assembly

#### **Article 23**

##### *Evaluation*

1. The activities of DANUBIUS-ERIC shall be evaluated every five years by an independent panel, composed of international experts of the highest quality, appointed by the General Assembly.
2. The expert panel shall evaluate DANUBIUS-ERIC activities, scientific and strategic orientation as well as the operation of the DANUBIUS Components. Special attention shall be given to the fulfilment of User requirements.
3. The results of the evaluations shall be reported to the General Assembly.

#### **Article 24**

##### *Employment Policy*

1. DANUBIUS ERIC employment policy shall be governed by the laws of the country in which staff is employed or usually carry out their activities.
2. Vacant positions at DANUBIUS-ERIC shall follow a transparent, non-discriminatory procedure and respect the principles of equal opportunity, subject to applicable labour laws.

### *Article 25*

#### *Procurement Policy*

1. DANUBIUS-ERIC shall adopt its own procurement rules, to be approved by the General Assembly.
2. The procurement rules shall respect the principles of transparency, non-discrimination and competition.
3. Purchases by the DANUBIUS Partners, which are for the exclusive use by the DANUBIUS Components for the purpose of fulfilling the objective and tasks of DANUBIUS-ERIC, shall be awarded and organised in accordance with the procurement rules of DANUBIUS-ERIC.

## **CHAPTER 8 - DURATION, WINDING UP, DISPUTES, SET UP PROVISIONS**

### *Article 26*

#### *Duration*

1. DANUBIUS-ERIC shall exist for an indefinite period of time.

### *Article 27*

#### *Winding up*

1. The winding up of the DANUBIUS-ERIC shall require a decision of the General Assembly in accordance with Article [10(6)(b)].
2. Without undue delay and in any event within ten working days of the winding up decision, the DANUBIUS-ERIC shall notify the Commission of its decision.
3. Assets remaining after payment of DANUBIUS-ERIC debts shall be apportioned among the members in proportion to their annual accumulated contribution to DANUBIUS-ERIC over the last five consecutive years prior to winding up.
4. Liabilities remaining after winding up, shall be apportioned among the members in proportion to their accumulated annual contribution to DANUBIUS-ERIC, as set out in Annex 1, not exceeding the amount of one average annual contribution in the last 5 years prior to the year when the decision to wind-up DANUBIUS-ERIC was taken.

5. The DANUBIUS-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 28**

#### *Internal Rules*

1. These Statutes shall be supplemented by internal rules to be adopted by the General Assembly.

### **Article 29**

#### *Applicable law*

1. DANUBIUS-ERIC shall be governed by:
  - a) European Union law, in particular Regulation (EC) No 723/2009 and the decisions referred to in Article 6(1)(a) and 11(1) of the regulation;
  - b) Romanian law in the case of matters not, or only partly, regulated by European Union law;
  - c) these Statutes, and their implementing rules.

### **Article 30**

#### *Disputes*

1. The members shall, as far as possible, try to settle by amicable means any disputes which may arise from interpretation or application of these statutes.
2. The Court of Justice of the European Union shall have jurisdiction over litigation among the members in relation to DANUBIUS-ERIC, between members and the DANUBIUS-ERIC and over any litigation to which the Union is a party.
3. Union legislation on jurisdiction shall apply to disputes between DANUBIUS-ERIC and third parties. In cases not covered by Union legislation, the law of Romania shall determine the competent jurisdiction for the resolution of such disputes.

### ***Article 31***

#### *Availability of the Statutes*

1. The Statutes shall be kept up to date and made publicly available on the DANUBIUS-ERIC website and at the statutory seat.

### ***Article 32***

#### *Setting-up Provisions*

1. A constitutional meeting of the General Assembly shall be called by Romania as soon as possible, and no later than forty-five days after the Commission Decision setting up DANUBIUS-ERIC takes effect.
2. Before the constitutional meeting of the General Assembly is held, Romania shall notify the members and observers of any specific urgent legal action that needs to be taken on behalf of DANUBIUS ERIC. Unless a member objects within five working days after being notified, the legal action shall be carried out by a person duly authorised by Romania.

### ***Annex 1. The Members and Observers and their current representing entities***

This annex lists the members and the observers, and the entities representing them.

[to be added]

### ***Annex 2. Annual contributions***

[to be added]

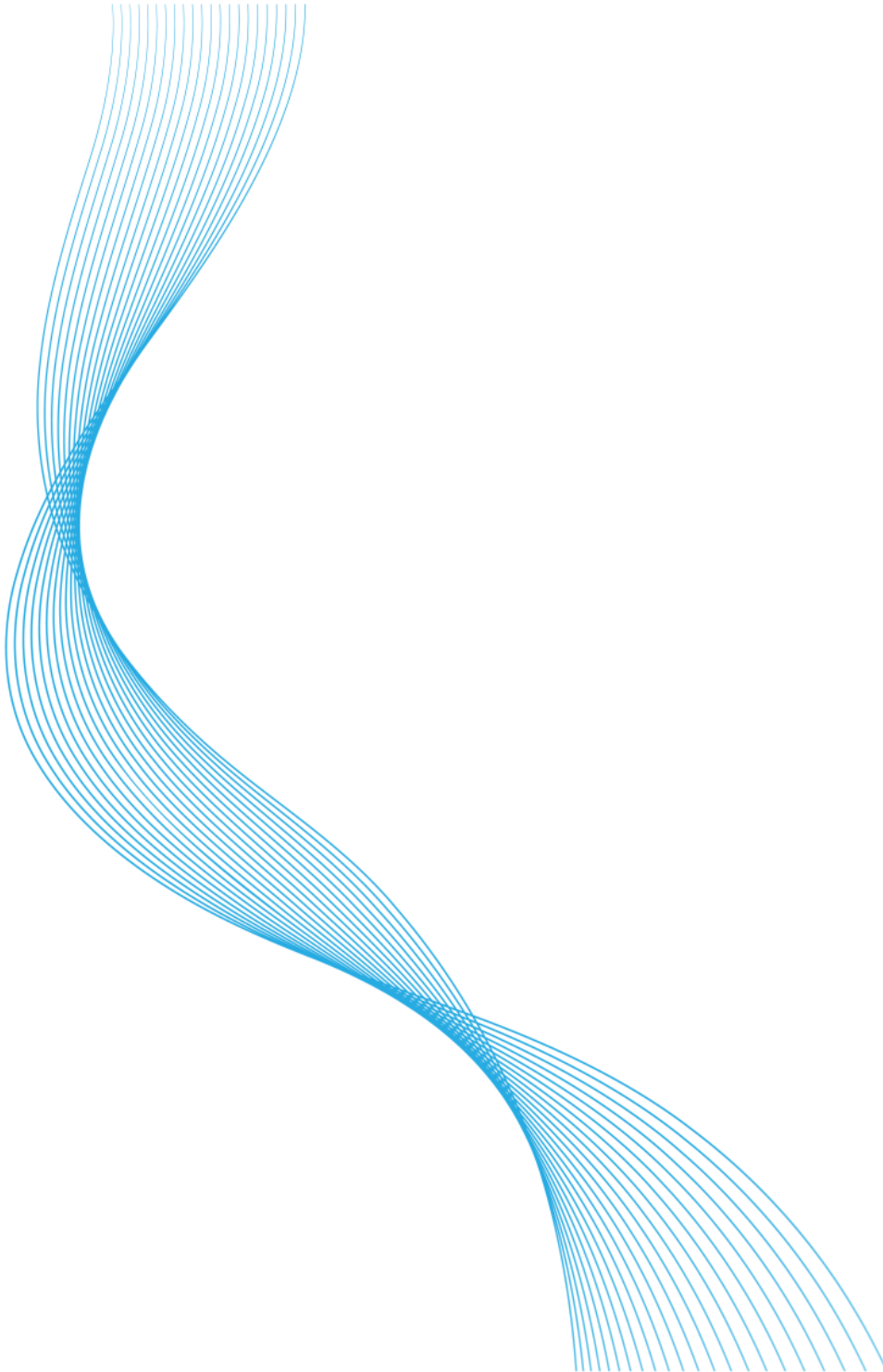
## **2.2 Outstanding issues to be resolved at the next BGR meeting**

There are two issues that are still pending and will need to be addressed at the next BGR, following a request from the UK government representatives:

- (1) A request from the UK to add the following wording to Article 10: “No decision taken by the DANUBIUS General Assembly shall cause or have the potential to cause a Member or an Observer to breach any national law or other applicable law to which that Member or Observer is bound”
- (2) A request from the UK to add the following text: “Members or Observers who are not members of the European Union, may withdraw from the DANUBIUS-ERIC immediately upon written notice to the DANUBIUS-ERIC General Assembly following the implementation of any changes to the ERIC Regulation which would materially adversely affect their rights and obligations. Upon such notice, the obligation to pay any Contribution is also terminated and shall be prorated up to the date of such notice. Other liabilities of the withdrawing Member or Observer shall be evaluated by an independent arbitrator agreed upon by that Member or Observer and DANUBIUS-ERIC General Assembly”



Preparatory Phase for the pan-European  
Research Infrastructure DANUBIUS-RI  
“The International Centre for advanced  
studies on river-sea systems”



**European  
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