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

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Signatories – Regular OpenAIRE Members

In Athens, today, 25/05/2018, the following parties, through their legal representatives:

1. Unit – Direktoratet for IKT og fellesstjenester i høyere utdanning og forskning (Unit – The Norwegian Directorate for ICT and Joint Services in Higher Education and Research)
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   VAT No: 919 477 822

2. Athena Research and Innovation Center/ Ερευνητικό _Κέντρο _Αθηνών
   Address: Artemidos 6 & Epidavrou, Maroussi, Greece
   VAT No: 999 723 442/ DOY Amaroussiou

   Address: Wilhelmsplatz 1, 37073 Göttingen
   VAT No: pursuant to Section 27a of the German Value-Added Tax Act (UStG): DE 286 005 408

4. Universidade do Minho
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5. Fundación Española para la Ciencia y la Tecnología (FECYT)
   Address: Edificio Museo Nacional de Ciencia y Tecnología, Calle del Pintor Velázquez, 28100 Alcobendas, Madrid (Spain)
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6. University of Malta
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   VAT No: MT 12894031

7. CERN (European Organization for Nuclear Research)
   Address: 1 Esplanade des Particules, 1217 Meyrin, Switzerland
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8. Couperin
   Address: 23 rue Daviel 75013 PARIS
   VAT No: None (Non Profit Association)

9. Izmir Institute of Technology (IIT)
   Address: Gulbahce Kampusu, 35430, Urla, Izmir, Turkey
   VAT No: TR 4840512627

10. Institute of Mathematics and Informatics, Bulgarian Academy of Sciences
    Address: Bulgaria, Sofia 1113, acad. G. Bonchev bl.
    VAT No: BG 000665249

11. Rudjer Boskovic Institute
    Address: Bijenicka cesta 54, 10000 Zagreb, Croatia
    VAT No: HR 69715301002

12. Universität Wien
AIMING at supporting open scholarly communication and fostering 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 operating 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 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,
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
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.

3. 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. No version shall prevail over another.

4. OpenAIRE shall have and use a legal seal with the name “OpenAIRE” for all legal purposes.

5. 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

4. OpenAIRE may conduct all activities that serve its purpose and objectives.
Chapter 2 – Members (including NOADs), Cooperating Partners

Article 4 – Members (including NOADs) and Cooperating Partners

1. Research Performing Organisations (including among others Universities, Research Centres, Scientific Institutes, Government Labs, Research and Technology Organisations (RTOs) and Large-scale Research Facilities (LRFs)), European Research Infrastructures (ERICs), Research Infrastructures, e-Infrastructures, Research Funding Organisations (RFOs), as well as Intergovernmental or International 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.

3. For a transition period of 18 months from its establishment, 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 and the same Eligible Country, they shall decide which of them shall operate as their NOAD/OpenAIRE Regular Member in accordance to their internal rules of choosing a NOAD which should be submitted to the OpenAIRE General Assembly at the time of the Regular Member joining OpenAIRE. 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, have voting rights and are parties of the OpenAIRE Non-Profit Legal Civil Partnership in accordance to the Greek civil law. The OpenAIRE Members of an Eligible Country, which are not NOADs, are Associate Members and have an observer status in the General Assembly and agree to the terms and conditions of the OpenAIRE Non-Profit Legal Civil Partnerships without being parties thereof. 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 to the OpenAIRE General Assembly.

6. Multinational/ International Organisations can only take part to OpenAIRE as Regular Members.

7. OpenAIRE may conclude agreements with Cooperating Partners. A Cooperating Partner is any third party that agrees and enters into 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 OMO, 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 1/2 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 of Procedure, 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 justified 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.

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 shall agree to adhere to the Rules of Participation if it offers OpenAIRE services. These RoP follow the principles of FAIRness, Openness and Transparency the OpenAIRE policies approved by the General Assembly.

All Members shall take all appropriate steps in order to fulfil their mission. They should support compliance with the EU Open Access, Open Science Cloud and FAIR policies.

Article 8 – Regular Members (including NOADs)
All Regular Members shall comply with and carry out their responsibilities under these statutes.

NOADs are OpenAIRE Regular Members and shall represent Associate Members in the OpenAIRE General Assembly.

Article 9 – Cooperating Partners
Any binding agreement with the Cooperating Parties shall specify the rights and obligations of the Cooperating Partner and the OpenAIRE and be submitted to the OpenAIRE General Assembly for approval.

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 and Intergovernmental or International Organisations (IGOs) and Multinational Organisations.
2. Each Regular 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 Eligible Country decide on the nomination of one of them as the NOAD, therefore an OpenAIRE Regular Member with voting rights in the General Assembly.

4. The General Assembly shall elect its Chair and its Vice-Chair by simple majority of the votes, among the Regular Members, for a threeyear 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 the list of OpenAIRE Members, so there shall be at all times an accurate list of the Regular Members (including NOADs), 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 of Procedure.

7. In an Ordinary Meeting, if at least 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 specified in these Statutory Documents.

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 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;
   d. set up Working Groups;
   e. appoint the auditors;
   f. approve the strategic orientation and the activity programme including each working committee programme and budget;
   g. propose an amendment of the Statutes;

12. The General Assembly, with a majority of ⅔ 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 or, in the case of a NaMeCo, the 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 of Procedure;
g. approve the annual budget;
h. define the level of the annual Members contributions, if and when they are agreed by the OpenAIRE General Assembly, including any in-kind contributions, no later than November of the preceding fiscal year.
i. approve all OpenAIRE Principles and 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; and  
l. appoint the OMO CEO.

13. The General Assembly with a unanimous decision shall:
   a. waive Members’ contribution;
   b. dissolve OpenAIRE;
   c. 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 of Procedure.

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 of Procedure.
4. If a Standing Committee dissolves, 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. Each Standing Committee may be assisted
by relevant Working Groups with limited duration and concrete objectives and outcomes that may be established and operate in accordance to the Internal Rules of Procedure after suggestions made to the General Assembly by the chair of the Standing Committee or the Executive Board.

10. The members of the Standing Committee shall be bound by the provisions of the Internal Rules of Procedure.

**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 commencing from its establishment, 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 appointees on the OpenAIRE Executive Board shall:
   
   a. provide leadership for OpenAIRE and propose its strategic objectives and directions;
   
   b. assign one of its members to 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. propose the establishment of Working Groups to the General Assembly;
   
   l. 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;
   
   m. 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:
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 of Procedure, which shall be proposed by the OpenAIRE Executive Board and approved by the General Assembly.

4. The OMO shall provide advice 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’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 OpenAIRE acquires through its operation.
2. OpenAIRE’s income may also include fees from conducting relevant studies and/or offering services and/or content related to its mission and operation.
3. The Members agree to provide an initial contribution of five hundred (500) Euros each for the setting up of the OpenAIRE Legal Entity.
4. Nothing in these statutory documents prohibits OpenAIRE members from offering independently commercial services.

**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.
2. OpenAIRE Members are not liable for any OpenAIRE debts.
3. OpenAIRE is not liable for its Members’ debts.
4. The OpenAIRE Executive Board must negotiate and sign an appropriate insurance policy on behalf of OpenAIRE.
5. 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 and the Principles of Participation.
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

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.
2. Generally open source and open access principles and open licences shall be favoured.
3. An OpenAIRE Data policy shall be developed and shall be approved by the General Assembly.
4. Use and collection of OpenAIRE data shall be subject the applicable data privacy and data protection legal frameworks and adhere to the ethics and professional principles of the respective scientific and research fields. For the avoidance of doubt, the framework applicable to data privacy and data protection of OpenAIRE and OpenAIRE Members may differ from one another.

Article 22 - Employment Policy
1. OpenAIRE is an equal opportunity employer.
2. Employment contracts shall follow the national laws of the country in which the staff is employed or any other applicable legal framework.
3. OpenAIRE shall not discriminate in any way between directly employed and seconded personnel.
4. OpenAIRE shall advertise all vacancies and shall set an adequate time-period for the receipt of applications.
5. OpenAIRE shall not offer any position to any applicant before the lapse of the above-mentioned time period.
6. 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.
7. 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 winding up of OpenAIRE shall follow a decision of the General Assembly in accordance with the rules stipulated herein.
4. OpenAIRE is wound up:
   (a) upon its expiry, if it does not become indefinite in accordance with Article 23 of thisse Statutory Documents;
   (b) at the unanimous decision of the Members at any time;
   (c) if only one Member remains; or
   (d) by a court order, at the request of a Member if there is an important reason.
5. 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.
6. The liquidator is required to make an inventory of OpenAIRE's property and to pay OpenAIRE's borrowers any debts due to them. It is then obliged to render the Members their contributions and to distribute to them what remains in their share of participation.
7. OpenAIRE is not profit-making and no distribution of profits is made to its Members during or after OpenAIRE's dissolution. In addition to the Members' contribution, net earnings for OpenAIRE are for no reason available among the partners Members, but are allocated for the realization of OpenAIRE's objectives both during and after OpenAIRE's dissolution. Members are only entitled to rescind OpenAIRE or retire to accept the value of their income without so much (unless it is consumed by the OpenAIRE's loss and will not be entitled to receive any remaining consideration for the goodwill of their shareholding) of OpenAIRE's assets and its disposal in case of dissolution of the legal person is defined by a unanimous decision of the Members, 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 signed in digital form using qualified digital signatures. Following electronic transmission, the digital copies were digitally signed by all the contracting partners. Each of them received one digital copy (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.