

# CRESYM

## INDEPENDENT ADVISER CHARTER

### WHEREAS

- A. CRESYM is an association of research centres and industry players aiming at fostering R&D with respect to energy system modelling and simulation, delivering and maintaining opensource assets available to researchers and business. (See CRESYM's mission statement in Appendix 2).
- B. After two years of action, the Board of CRESYM analysed that an independent appraisal can help the Association demonstrate the value of its work.  
  
The Association would gather a pool of acknowledged experts for the different fields that it is active on; and invite them to challenge its research program and outcomes.
- C. The present **Charter** organises the relationships between every invited expert and the Association.

### 1. Definitions

- 1.1. The **Association** (or **CRESYM**) means CRESYM, an international non-profit association (AISBL), incorporated under the laws of Belgium under number 0790 603 745, with its registered office at Mitwit, Square de Meeûs 38-40 1000 Brussels (Belgium).
- 1.2. **By-laws** (or also the **Association's By-laws**) means the latest approved version of CRESYM's by-laws (in the French language known as "statuts").
- 1.3. **Charter** means the present document.
- 1.4. **Defined terms or expressions** means all terms and expressions starting with a capital letter in this Charter, that are listed, and with the meaning given to them, in the present Section, unless the context necessarily requires otherwise.
- 1.5. **GDPR** means the European General Data Protection Regulation (EU Reg. 2016/679).
- 1.6. **Independent Expert** means any individual signing the Charter with the counter-signature of the Association's President (or a duly appointed substitute of the Association's President), for the duration of its Involvement Time.

- 1.7. **Information** means notably all data, knowledge, know-how, software, document, information regardless of the support (oral or written) and regardless of whether it is protected or not by Intellectual Property Rights.
- 1.8. **Involvement** (resp. **Involvement Time**) means the interaction (resp. the interaction time) of the concerned Independent Expert in with the Association, its Members or Observers and their representatives in application of the Charter, between the Beginning and End Dates (see dates definition in Section 4).
- 1.9. **Internal Rules** (or also the **Association's Internal Rules**) means the latest approved version of CRESYM's internal rules (in the French language known as "règlement intérieur").
- 1.10. **Member** means a member of the Association, as per the Association's By-laws.
- 1.11. **Observer** means an observer to the Association, as per the Association's Internal Rules.
- 1.12. **Party** means any Independent Expert, or the Association or a Member.
- 1.13. **Personal Data** means one or more of the following Information related to a natural person: name, surname, position, contact details.
- 1.14. **Project** means a research or innovation undertaking involving the Association and other participants bound by the related Project or Consortium Agreement.

## 2. Goal

- 2.1. **Goal.** The present Charter sets up the rights & duties of each and every Independent Experts, their role and organisation vis-a-vis the Association.

## 3. Independent's expert role

- 3.1. **Scope.** Every Independent Expert is appointed to challenge the Association's action, either regarding its overall research roadmap or its individual Projects, as far as their expertise allow for.  
Individually or as ad hoc teams, the concerned Independent Experts shall advise and act as sparring partners for the Association's counterparts to improve their outcomes:
- 3.2. **Ad hoc expertise.** Depending on the required expertise and on the arrangements in every focus group of the Association, one or several Independent Expert(s) may be invited to challenge one or more of its research Projects, during a dedicated meeting or any other appropriate setting.
- 3.3. **Yearly review.** Every year, every Independent Expert is invited to review the Association's past decisions and actions and provide feedback and advise about it, individually or as a group.  
The Board shall consider the received advise and take related action and report about it in the Association's annual report.
- 3.4. **Annual Seminar.** The Independent Experts are welcome to attend as guests the Association's General Assembly seminar.
- 3.5. **Volunteering.** Every Independent Expert volunteers for few hours of their time every year to answer the Charter's requirements, free of charge (except for the related travel, hotel and meal expenses – see Article 4.2).
- 3.6. **No representation.** An Independent Expert can only represent CRESYM with an express authorisation for a limited and specific mandate of the Association's President or duly appointed substitute.  
The Independent Experts can only represent a Member of the Association, or an Observer to it, with the express authorisation for a limited and specific mandate.
- 3.7. **No Employment.** This Charter does not create an employment relationship between the Independent Expert and the Association.  
Nothing in this Charter shall be construed or have the effect of giving rise to a relationship of employer and employee between Independent Expert and the Association.
- 3.8. **No subcontracting.** The Independent Expert is prohibited from assigning, subcontracting or otherwise transferring any of its rights or obligations implied by the Charter, or even part thereof, to any third-party.

## 4. Finance

- 4.1. **Volunteering.** Every Independent Expert volunteers and may not claim compensation for their Involvement Time.
- 4.2. **Expenses.** Travel, hotel and meal expenses of Independent Experts to attend events on the Association's request shall be compensated by the Association based on receipts.

To this aim, the Independent Expert must either invoice the Association (CRESYM, square de Meeûs 38/40, 1000 Brussels, VAT nr: BE 0790603745) for the corresponding amount or send a recapitulative expense note. The Independent Expert must also provide the Association with its the related accounting and bank details. The Association shall wire the expense amount back to the Independent Expert latest thirty (30) days after the invoice of expense note's date.

## 5. Appointment, resignation & dismissal of an Independent Expert

- 5.1. **Appointment.** Each Independent Expert is appointed as of the date of countersignature of his/her signing of the Charter.
- 5.2. **Resignation.** An Independent Expert can at any time resign from this position, by a mere Notification to the Association's President. Article 5.7 then applies.
- 5.3. **Dismissal.** The Association's President can at any time dismiss an Independent Expert by a mere Notification to the concerned individual. Article 5.7 then applies.
- 5.4. **Suspension.** In case the Independent Expert fails to comply with its obligations, the Association's President may Suspend the Association's duties vis-a-vis the concerned Independent Expert.  
  
The Suspension starts with its Notification to the concerned Independent Expert and lasts until the Association's President Notifies its end.
- 5.5. **Withdrawal.** An Independent Expert may temporarily step back from his appointment by Notifying it, the related duration, resuming time or resuming conditions to the Association's President.
- 5.6. **End date.** The Involvement Time of an Independent Expert ceases at the earliest of the following time:
  - (i) the resignation Notification by the Independent Expert to the Association's President; or
  - (ii) the dismissal Notification by the Association's President to the Independent Expert;
  - (ii) thirty (30) days after the Notification of the Independent Expert Suspension.
- 5.7. **Ex post obligations.** The obligation to preserve the confidentiality of all received Information shall remain in force for a period of three (3) years after the end of the Involvement time.

## 6. Governance

- 6.1. **Internal rules.** Every Independent Expert must comply with the Association's Internal Rules as if a Member representative, *mutatis mutandis*.
- 6.2. **New experts.** A new Independent Expert's name may be proposed by a Member or an Independent Expert.  
  
The candidate must be validated by the Association's Board before (s)he can be appointed.
- 6.3. **Charter update.** Before the Association's Board or General Assembly updates the Charter, every Independent Expert must be Notified about it one (1) month prior to the Charter actual amendment  
  
In case the Charter is updated following a Board or General Assembly, the Association's General Manager must Notify every Independent Expert of the amendment.

## 7. Confidentiality

- 7.1. **Appointments.** The Association is free to mention in public communication support the appointment of any Independent Expert.

The Association shares internally and to the other Independent Experts, the contact details of every Independent Expert as stated in Appendix 1. Only the first and last names may be made public.

Conversely, the concerned Individual may mention their appointment as Independent Expert during their Involvement Time (resp. their past appointment after their Involvement Time).

- 7.2. **Scope.** Except in the case of otherwise public information, every Independent Expert shall consider confidential any Information received in application of the Charter.
- 7.3. **Confidentiality by default.** Every Independent Expert commits to keep confidential all Information received in application of the Charter for the duration of the Involvement time and three (3) years beyond it; i.e., and unless an express authorisation waives the obligation, no piece of Information may be disclosed beyond either
- the persons gathered in the project meeting or Project related email conversation it was shared in; or
  - the representatives of Members of, or Observers to, the Association in larger settings than one limited to a Project.

A fortiori, no information can be disclosed publicly by an Independent Expert.

- 7.4. **Protection.** Unless it meets a legal obligation, the Information otherwise becomes public, or the obligation of confidentiality is waived by the Association, every Independent Expert undertakes to take reasonable and necessary measures to prevent the disclosure of confidential Information.
- 7.5. **Breach.** In the event of a breach of confidentiality, an Independent Expert must notify the Association as soon as possible and implement any useful measure to prevent further disclosure.

No proof of special damages shall be necessary for the enforcement of the present provision.

- 7.6. **GDPR.** Personal Data relating to every Independent Expert is processed by the Association in accordance with the European General Data Protection Regulation (GDPR) and any applicable implementation national data protection laws.

The Personal Data relating to each Independent Expert shall be stored for no longer than ten (10) years after their Involvement Time.

Each Independent Expert may obtain, free of charge if it is a reasonable volume, the written communication of processed Personal Data and the portability of the data, as well as, where appropriate, rectification, restriction of processing, deletion of those which are inaccurate, incomplete or irrelevant. The application is considered as dismissed where no action has been taken on the application within thirty (30) days of the request. One may apply to or lodge a complaint with the Belgian Data Protection Authority (Rue de la presse 35, 1000 Brussels – contact@apd-gba.be - Tel. + 32 2 213 85 40) for the exercise of these rights.

## 8. Intellectual Property

- 8.1. **Initial IPRs.** The Information shared in application of this Charter remains the property of its author.
- 8.2. **Generated IPRs.** The sole IP that an Independent Expert generates in application of this Charter; is its interactions, in writing or orally, with the Association's representatives and the other Independent Experts, through feedback or advise.

When providing feedback or advise, an Independent Expert grants the Association's all rights to access, store, study, copy, display, exploit, implement, modify, communicate to the public, adapt or improve that piece of Information.

## 9. Insurance

- 9.1. **Insurance.** Every Independent Expert ensures that (s)he procures the appropriate insurance to cover all usual risks associated with their Involvement.

## 10. Final Provisions

- 10.1. **English.** This Charter and all documents exchanged in application of this Charter must be in English or translated in English in order to be considered valid.
- 10.2. **Comprehensiveness.** This Charter and the related NDA supersede all prior agreements between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter.
- 10.3. **Prevalence.** In case of textual differences between the present Charter and the Association's By-laws or Internal Rules, and/or differences or divergences in the interpretation of the said documents, the provisions stated in the Association's By-laws and Internal Rules shall prevail over this Charter.
- 10.4. **Phrases.** The expressions "including" (or any other derived term or expression such as "to include"), "i.e.", "such as", and the like, must not be construed restrictively but as "including but without limitation" or "without prejudice to the generality (of the foregoing)".
- 10.5. **Severability.** Should any one or more of the provisions contained in this Charter for any reason be held by a court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and such invalid, illegal or unenforceable provision (or provisions) shall be reformed and construed so that it (or they) will be valid, legal and enforceable to the maximum extent permitted by law.
- 10.6. **Non-Exclusivity.** Nothing in this Charter shall prohibit a Party from providing any service to third parties during the term of this Charter, provided that they do not adversely interact with, or limit, the undertaking of the Project or the foreseen exploitation of the Project Results and commits to keep confidential all Information received in application of the Charter.
- 10.7. **No waiver.** No failure or delay by a Party hereto in exercising any right, power, privilege or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, privilege or remedy hereunder.
- 10.8. **Waiver and remedies.** No Party shall be deemed to have waived any rights or remedies arising out of this Charter or out of any default or breach hereunder unless such Party executes the waiver in writing.

If a Party waives a right or remedy arising out of this Charter or out of any default or breach hereunder, such waiver shall not be construed to constitute a waiver of any other rights or remedies.

The rights and remedies of a Party under the Charter apply cumulatively with and do not exclude any other rights and/or remedies granted to such Party under the Charter and/or applicable law.

## 11. Notices

- 11.1. **Notice.** Any Notice under this Charter or in connection to it shall be made in writing, addressed to the concerned Party(ies) to be notified at their official address (see Appendix 1), or any update as may be later designated in writing.
- Notices shall be given either by registered mail or by e-mail (with acknowledgement of receipt).
- 11.2. **Use of electronic means.** Every Independent Expert acknowledges and agrees that electronic exchanges (emails, SMS, etc.) have the same value as any other written material and that their content is deemed genuine unless the evidence of a fraud is brought.
- 11.3. **Electronic signatures.** The Parties agree that each of them may sign the Charter, or any related document, by affixing an electronic signature on the DocuSign platform or similar method and acknowledges that this electronic signature will have the same legal value as a handwritten signature.

## Appendix 1: Independent Expert appointment sheet

<i>Independent Expert details</i>
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## Appendix 2: CRESYM – mission statement (12/09/2024)

### WHO WE ARE

CRESYM is a **non-profit** association, gathering **industry players & research organisations** and aiming at undertaking **research actions** and ultimately solving the coming challenges for the future, fast-evolving energy system.

After its incorporation in September 2022, CRESYM started operation in January 2023, launched its first projects in April 2023, started self-funding R&I actions as of July 2023.

In 2024, CRESYM doubled in size and strength, with 22 members in 12 countries, running 13 privately funded Research & Innovation (R&I) projects with a budget of about 3 M€/year, and 7 permanent staff.

### OUR AMBITION

CRESYM aims at **uniting** all need-owners and solution-developers to **catalyse** the development of energy system modelling and simulation **opensource**, non-contaminating bricks in order to meet the energy transition challenges.

### OUR VALUES

CRESYM is **non-profit** and acts **transparently** for the **general interest**, addressing new and/or complex, **low TRL**, technical challenges.

CRESYM reconciles **security** and IPRs when developing **opensource** deliverables. Opensource, non-contaminating licences are key to ease the dissemination among operators, manufacturers and vendors in a fair, neutral manner.

CRESYM organises **collaborative, efficient** R&I works, with practical intermediary outputs. CRESYM builds up on, as well as comfort, support and promote other existing opensource initiatives.

CRESYM is committed to protect **privacy** and promote **diversity & gender equality**.

### OUR MISSION

CRESYM fosters collaborative R&I actions to deliver opensource energy system simulation tools on low-TRL R&I issues of general interest (the ‘**Projects**’).

CRESYM shall maintain useful technological building blocks available for all researchers & engineers (the ‘**Assets**’). As of 2024, COLib (the Collaborative Opensource Library of power system component models and testcases) and CReDIT (Common Results, Data, Information and Tools) shall start operation.

CRESYM manages thematic doctoral networks, be they supported by the EU Horizon Europe program or self-funded by CRESYM, to augment the value of our R&I actions for researchers and fosters serendipity (the ‘**DoNets**’).

### OUR ORGANISATION

On behalf of its General Assembly, CRESYM is run by a Board of Directors. The Board appoints a General Manager to manage daily operation.

With the support of CRESYM’s Scientific Advisor, CRESYM’s Projects Committee is in charge of the general organisation of R&I Projects: the identification of new topics, the supervision of every project agreement drafting, and the overall consistency of the R&I work program, ensuring that all critical issues are addressed – by CRESYM or other organisations –, efficiently and with no overlapping of efforts.

Every project is independent from another and is managed by its participants autonomously, though obeying to one same agreement structure as all others launched by the Association.

CRESYM is represented by its President, Prof. Antonello Monti, and Vice-President, Prof. Peter Palensky.