CRESYM
Collaborative **R**esearch for **E**nergy **SY**stem **M**odelling

Association

Internal Rules

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Approved by the General Assembly

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Article 1 – Preamble

In accordance with the By-Laws, these Internal Rules define practical and technical matters along with procedures governing the operations of the Association.

Unless otherwise provided in the Internal Rules, all terms capitalised which are used but not defined in the Internal Rules shall have the meaning ascribed to them in the By-Laws (see Appendix 1 "Definitions").

In the event of a conflict between the By-Laws and the Internal Rules, the By-Laws shall prevail.

Once approved by the General Assembly of the Association, the Internal Rules shall take effect.

Each Member shall be responsible for compliance with these Internal Rules.

Article 2 – Activities

The activities of the Association comprise **R&D Projects** (see Article 2.1), **Cluster Activities** (see Article 2.2) and **Services** (see Article 2.3).

The existence and implementation of every Activity must comply with the strategic guidelines set by the Board and approved by the General Assembly in the **Annual Strategy Note**. (see section 4.10).

2.1 R&D Projects

R&D Projects comprise any of the following:

- **Common Project**: a Project set up and decided on by the Association, acknowledged by the General Assembly as being of common interest and henceforth listed in the **Common Program** and funded in whole or in part by the Membership fees – see section 2.1.5.

- **Special Project**: a Project set up by the Association, but decided by one or more Strategic Members or Research Institution Members and exclusively financed by voluntary, dedicated funding of its supporting Members or external partners (and not by Membership fees) – see section 2.1.6.

- **External Project**: a Project run by, or involving, the Association (as such, not only any member) and answering a public call from an awarding organisation, as the case may be funded by the latter organisation and obeying the call's framework – see section 2.1.7.

The (Association's) **Common Program** lists all Common Projects. It is updated at least once a year. Its initial version and any update of it are submitted to, and validated by, the General Assembly.

Special Projects and External Projects are listed in the **Supplementary Program**. It is updated at least once a year. Its initial version and any update of it are submitted to, and approved by, the General Assembly.

Regardless of their funding and organisation, Projects shall be labelled by the Projects Committee depending on their Technology Readiness Level (TRL), either:

- "**Core R&D Project**": long-term Projects focusing on low TRL; or
- "**Use Case Project**": short-term Projects focusing on medium TRL.

The Common Program shall consist preferably of Core R&D Projects rather than Use Case Projects.

All Projects' Results shall complement each other to avoid the duplication of efforts. The Projects Committee is responsible for the overall consistency of the Common and Supplementary Programs in this respect. In case of potential or materialised overlapping, the concerned Projects should be

amended.

Every Project is managed separately from other Projects.

2.1.1 – Project development and organisation principles

A Project is first proposed by one or more Members, by filling in its Project Description form (see Appendix P0) and submitting it to the General Manager by email. The General Manager shall assess confidentiality and conflict of interest risks involving one or more Member(s) before any further disclosure of the Project Description to other Members.

Project Participants can be non-Members. Such a Participant is a "**Partner**". The **Project Leader** must be the representative either of a Member or of the Association, but not of a Partner.

The Association and Members shall pay attention to be compliant with competition rules[1].

The Projects Committee (see §4.4) shall assess the Project proposal, via a written procedure (see section 4.8.2), and especially shall ensure that the Project (i) matches the Association's goals and strategy (Annual Strategy Note); (ii) is per se consistent and viable; (iii) shall complement and not overlap with one or more existing Projects; (iv) is or can be financed.

Every Project is subject to a dedicated **Project Agreement**, signed by all Project **Participants** prior to initiation, materially in the form as attached hereto in template P2. Whenever a Participant is a Partner, the Project Agreement shall provide that the said Partner is required to comply with all obligations that may apply to it according to the present Internal Rules, as long as such Partner participates to the said Project, in addition to what has been provided in the Project Agreement.

The Project Agreement must be validated by the Projects Committee, possibly via a written procedure (see section 4.8.2), prior to its signature by the Participants. If the substance of the Project Agreement diverges from the generic terms of the corresponding template P2, it must also be approved by the Board to be enlisted in the Common (resp. the Supplementary) Program.

In principle, Participants shall be compensated by the Project funding for the costs incurred by them in relation to the Project and no Project cost can be compensated more than once to a Participant (i.e. by the Association as well as by another third party).

The Project's dedicated **Workspace**, account and staff timesheets shall be made available and initiated by the General Manager and the **Project team** shall record all funding and expenses throughout the Project course (see template P3).

The Project Leader shall keep track of the Project decisions and evolutions in the Project scope, timeline, budget **Task** description and expected **Results** in writing under the supervision of the Project team, and report them to the Projects Committee (see template P4). Once approved by the Project team, such Project **Reports** become appendices to the Project Agreement.

Amendment of a Project's budget is subject to the procedure described in Article 2.1.5 (resp. 2.1.6, resp. 2.1.7) of these Internal Rules, depending on whether it is a Common (resp. Special, resp. External) Project.

Any dispute within a Project must be addressed and, if possible, settled in good faith by the concerned Participants. Unresolved disputes should be escalated to the Projects Committee, then Board and eventually courts if necessary (see P2 - Project Agreement).

2.1.2 – Project confidentiality principles

The Project existence and name shall be published on the Association's website.

[1] Notably Article 101 of the Treaty on the Functioning of the European Union and all equivalent national laws.

If the Projects Committee's initial assessment is positive, a dedicated and confidential Workspace, restricted to the identified Participants' representatives, shall be arranged by the General Manager to host the Project Agreement drafting; and future Project works. It shall be the sole storage place for the Project Description and Project Agreement from then on.

By the time the Projects Committee delivers its initial assessment and a Project dedicated workspace is opened, the Project Description and all documents are hosted in a dedicated restricted workspace to prevent any unauthorised information disclosure and conflict of interest.

Once, and if, any confidentiality or conflict of interest risks are ruled out for every Member after the initial Project assessment by the Projects Committee, the Project Description and Project Agreement are accessible to all Members.

As a general principle (see also section 4.12), and unless set otherwise by the Project Agreement for specific issues, the Project team shall act in a transparent manner wherever possible when performing the Task and aiming at publishing their Results, as scientific papers and/or Assets, as appropriate.

Information shared between two (2) or more Participants are deemed shared to all Participants.

Any information disclosed by a Participant within a Project meeting or on a Project's Workspace is deemed shared/sharable to all Participants and, as the case may be, to any person which has been granted an access to that Workspace.

2.1.3 – Role and responsibilities in a Project team

The Project team comprises representatives of all Participants.

The Project Leader is responsible for the Project coordination, i.e.:

- Define and adapt the Project Description in tracked versions;
- Steer the Project, allot, schedule, coordinate, monitor and control Tasks in accordance with the Project Agreement;
- Give and revoke access to the Project Workspace to the persons needing to access it, if necessary after the signature of a dedicated NDA (see template C1);
- Convene Project meetings, draft Project Reports;
- Report to the Projects Committee regarding the Project progress at least every two (2) months in writing;
- Ensure the use of state-of-the-art technologies;
- Validate the integration of Results in their pre-existing eco-system.

Every Participant is solely responsible of its own deliverables, as stated in the Project Agreement.

The Association shall not be liable, especially financially, for any default by a Member or Partner in the framework of a Project Agreement.

2.1.4 – Project Results' intellectual property rights and publication

Unless stated otherwise in the Project Agreement, every Project Result shall become an Asset, thus complying especially with the opensource principle and provisions of section 3.1.1.

The publication of, or related to, the Results can be postponed for up to three (3) months after the establishment of the Results in order to protect and safeguard the possibility of patenting the Results. Afterwards, Results may be published (provided the authors' and the Association's names are credited).

2.1.5 – Common Project

Every Common Project shall comply with the abovementioned rules (see sections 2.1.1 to 2.1.4), unless specified otherwise in the Project Agreement.

In addition to Projects Committee validation, the Project Agreement must be validated by the Board, possibly via a written procedure (see section 4.8.2), before its signature by the Participants.

The enlistment of a Project in the Common Program must be approved by a General Assembly decision prior to any Project funding from the Common Budget.

Specific budget management issues
Every Participant must strive to access all other funding resources to alleviate the costs of a Common Project and its burden on the Common Budget (e.g. tax alleviation for research activities). The Common Project's anticipated budget shall reasonably account for all the likely identified external resources.

In case a Common Project's budget needs to be increased, the Project Leader must inform the Projects Committee. The Projects Committee may reject all, or part of, the budget increase request. If the request anticipates one or more Participant(s) increased direct funding to cover it, the Projects Committee shall take note of it. If the request calls for increased funding from the Common Budget, the Projects Committee may decide either:

- to allocate part, or all, of the required amount, provided that the Common Budget reserve allows; or
- to postpone the decision on all or part of the required amount, for the future year(s) budget, subject to subsequent Projects Committee and General Assembly decisions; or
- to ask the Project team to abate the Project ambitions and come up with a revised Project description and budget.

2.1.6 – Special Project

Every Special Project shall comply with the abovementioned rules (see sections 2.1.1 to 2.1.4), unless specified otherwise in the Project Agreement.

The Association can be a Participant to a Special Project though it cannot fund it.

With an independent funding, and provided it matches the Associations' goal and strategy, a Special Project can be started before being officially approved as Special Project in the Supplementary Program by a General Assembly decision.

Specific budget management issues
In case the Special Project's budget needs to be increased, the Project Leader must inform the Projects Committee. If the request anticipates one or more Participant(s) increased direct funding to cover it, the Projects Committee shall take note of it. Otherwise, the Projects Committee may decide either:

- to ask the Project team to abate the Project ambitions and come up with a revised Project description and budget; and/or
- to propose to involve one (or more) new voluntary Member(s) as Participant(s) or transform the Project into a Common Project, subject to subsequent Projects Committee and General Assembly decisions.

2.1.7 – External Project

Every External Project shall comply with the abovementioned rules (see sections 2.1.1 to 2.1.4), except those contradicting the call for projects requirements, especially the terms of the external funding/Grant agreements, and unless specified otherwise in the Project Agreement.

With an independent funding, and provided it matches the Associations' goal and strategy, an External Project can be started before being officially approved as External Project in the Supplementary Program by a General Assembly decision. The External Project Agreement shall organise both the answer to the call for projects and the Project implementation phase itself.

The General Manager shall monitor the calls for research projects from major institutions, especially the European Commission, inform all Members of it in view of considering answering and applying to such calls for research projects.

Applications to external calls for research projects
The Association can apply to calls for projects either with all its Members, or with only part of its Members. Regarding the latter, those Members willing to answer a call for projects shall form with the Association a dedicated consortium.

Member(s) of the Association may apply to public funding to develop/extend an Asset without the Association applying to the call for project.

If the Association intends to answer a call, and one or more Member(s) intend(s) to answer the call separately from the Association, it is the responsibility of the concerned Member(s) to inform the Association immediately (see section 5.3.1) in order to ensure both answer to be safely prepared.

The Board shall decide on the best option in order to ensure full compliance with competition rules and the conformity of the tender process, inter alia:

- The Association answers the call, with all required confidentiality measures to prevent the concerned competing Member(s) (resp. the External Project participants) to know about the developed External Project (resp. about the competing Member(s)' separate project).
- Whichever the engagement of the Association with respect to a project call, for instance by providing supporting Services, the Association shall proceed in conformity with the principle of neutrality and the non-discrimination principle foreseen under Section 2.3.1.

If a Member publishes a call for projects, one or more other Member(s) may answer the call and set up an External Project, provided:

- The calling Member themselves shall not answer it;
- All information related to the call for project development shared previously among Members has been made publicly available upon request, in particular the meetings minutes via the Association's website (see section 8.4);
- No further information about the call for projects organisation (resp. any answer in preparation) is made available to the Participants (resp. to the project calling Member) in the Association's framework;
- Every Participant represents that they have received no privileged information in the Association's framework;
- The Association shall offer to all concerned competitors either none, or the same technical offers concerning any supporting Services (see §2.3).

Specific budget management issues
In case the Special Project's budget needs to be increased, the Project Leader must inform the Projects Committee. If the request anticipates one or more Participant(s) increased direct funding to cover it, the Projects Committee shall take note of it. Otherwise, the Projects Committee may decide either:

- to ask the Project team to abate the Project ambitions and come up with a revised Project description and budget; and/or
- to propose to involve one or more new voluntary Member(s) as Participant(s) or transform the Project into a Common Project, subject to subsequent Projects Committee and General Assembly decisions.

2.2 Cluster Activities

Cluster Activities are either about education, training, dissemination, lobbying, networking, asset branding, commons and project support (the Cluster Activities "chapters").

They are managed by the Association's staff under the supervision of the General Manager.

All incurred expenses and possible income are tracked for each of the Cluster Activities' chapter.

Services may be offered in the perimeter of Cluster Activities (see section 2.3). The supplied Services must then be monitored via a specific accounting.

2.2.1 – Education

The Association shall help any Member or third party to better understand the background, issues, methodologies etc. related to the energy sector and the related research activities.

Education activities consist of:

- Providing education material;
- Participating in master courses by, for instance, giving lectures/seminars, participating to workshop;
- Offering bachelor/master/PhD thesis and internships to master students.

The Association shall especially coordinate with, and seek the support of, Research Institutions Members, and especially the universities, to manage and organise the Education activities.

2.2.2 – Training

The Association shall help any Member or third party to take advantage of its Assets. Training activities consist of:

- Providing training to industrials vis a vis the developed Assets, for instance to help them implementing the Assets for commercial use;
- Providing training to academics vis a vis the developed Assets for research purposes;
- Organising training events such as workshops or summer academy.

The Association shall coordinate with, and seek the support of, the Members to manage and organise the Training activities.

2.2.3 – Dissemination

The Association shall advocate its Projects and Assets. Dissemination consists of, inter alia:

- Scientific publications related to R&D Projects and Assets;
- Participation in congresses, events, conferences and workshops;
- (Co-)organisation of events such as seminar, summer academy, workshop, webinar, etc.;
- Online presence (website, press release, LinkedIn, Twitter…) to promote R&D Projects and Assets.

Any scientific publication mentioning an Asset or a Project shall credit CRESYM.

2.2.4 – Lobbying

Lobbying consists of advocating the Association, the Association's action and Assets to all useful third parties, especially the European Commission and other governing bodies, in order to support the Association's strategic goals, and in particular raise awareness about opensource resources and their development ease the Associations access to new resources or enlarge its Assets' audience and beneficiaries.

Unless decided otherwise by the General Assembly, the Main Office Holders are responsible for the lobbying activities.

These tasks can be delegated and can involve Association's staff or Member's representatives, as best suits to each situation, to the extent that this delegation is specific and limited in time, according to each

lobbying mission.

The lobbying agenda of the Association requires prior approval by the General Assembly.

2.2.5 – Networking

The Association may be a member of other non-profit organisations.

The Association's representative will also attend conferences and scientific events, especially to advocate the Association's activities and Assets.

2.2.6 – Asset branding

The Association promotes the Assets, provided it matches the strategic goals of the Association..

Branding consists of:

- Defining quality criteria for Assets;
- Assessing the Assets to ascertain their quality vis a vis third parties;
- Promoting the Assets online and in communication material (see §2.2.3).

2.2.7 – Sustainable "commons" Assets

The Association aims at the development of opensource "commons" available and useful for energy researchers. The promotion of "commons" consist of, inter alia:

- Promoting and easing the access to, and use of, Assets;
- Highlighting the complementarity between them, and other, third-party owned, related assets;
- Harmonising their presentation and developing shared standards for such opensource assets;
- Preventing the decay of Assets;
- Scouting and assessing publicly available, but neglected, third party assets, and supporting third party owners to maintain them;
- Helping third parties owning assets and opensource communities to maintain their assets or keep their projects live;
- Taking over the responsibility of useful, stranded assets if legally and technically feasible.

The Association shall coordinate with, and seek the support of, the Linux Foundation for Energy to manage and organise such "commons".

2.2.8 – Project support

The Association shall organise, and make available to its Members, means to support R&D Project, that can serve as well external Clients, e.g.:

- Secretariat (project set up, project follow-up, accounting, invoicing & payment centralisation, documentation, etc.);
- IT facilities (storage, computation means, datasets, models, solvers, etc.);
- Cash management (bank account number, escrow, etc.).

Matching the Association non-discrimination principle (see section 2.3.1), such support shall be made available to third parties through one or more Services template (see template S1).

2.3 Services

The Association may deliver Services to **Clients** and receive remuneration for it.

2.3.1 – Non-discrimination principle

Non-discrimination between Members and non-Members and among Members shall be the rule, for every offered Service, regarding the Service subscription, access conditions and delivery.

As a consequence,

- Every Project supporting activity of the Association benefiting its Members shall eventually become a Service.
- Any non-Member organisation fulfilling the conditions to access a Service shall be granted access to the Service.
- The Service and its parameters shall be entirely depicted in one Service agreement template (see Appendix S0), validated by the Board, applicable and applied to all potential Clients.
- Any cost incurred to the Association when delivering a Service to a Client shall be covered by the Service fee invoiced to the Client.
- The Service tariffs shall be detailed enough to spare a Client from not incurred cost. Especially the administrative registration of the Client (organisation's details, payment information, NDA, etc.) shall not be invoiced if the expected information or security is already provided.

2.4 Overhead activities

Overhead activities are corporate, general management and administration activities, e.g. running the Bodies of Association, Member representatives' expenses pay-back, etc.

Article 3 – Assets

An Association's **Asset** is either:

- a Project Result; or
- any plan, specification, document, contract, report, data, software tool, software component, invention, research document or know-how, as the case may be, and other information, whether held in hard copy, in electronic format or in any other information retrieval system or medium, which the Asset owner(s) want(s) to license to the Association, and which the Association can, or must, upon request of the Asset owner(s), exploit, for any purpose matching its overall objectives and strategy set in the Annual Strategy Note.

Every Asset is licensed by its Asset Owner(s) to the Association by a contract between them, either the related Project Agreement (see template P2), or an Asset Licensing Agreement (ALA, see template A2). If the substance of the contract diverges from the corresponding template approved by the Board, the contract must be submitted to, and approved by, the Board before signature.

For every Asset, the Association shall make known to any potential **User** the related **Asset Terms of Reference (AToR)**, recalling (see template A1).:

- (i) the name(s) of its Owner(s); (ii) their respective Intellectual Property Rights (**IPR**); (iii) the IPR granted or not to the Association, especially regarding the Asset exploitation; (iv) the IPR granted or not to any user, with a possible breakdown of various options;
- the conditions for any party, possibly distinguishing between Members, Clients, and third parties, to access the Asset and disclose information about it;
- the conditions for any party, possibly distinguishing between Members, Clients, and third parties, to use the Asset, for (i) non-commercial research activities, (ii) non-commercial teaching activities, (iii) internal use, (iv) direct or indirect commercial use;
- the responsibility of the Association, Asset Owner(s), Asset User(s) when using the Asset.

The Asset Terms of Reference may diverge from the present Article 3 with respect to one or more rule(s), it must be submitted to, and approved by, the Board before implementation.

3.1 Intellectual property rights (IPR)

Assets embedding third-party (or Member) owned resources shall comply with the corresponding third party's (or Member's) product license.

3.1.1 – Opensource principle

A guiding principle of the Association is to foster the open-source model defined in article 3.2.1 and act accordingly.

Every Project Result involving several Owners, shall match the following rules:

- Intellectual property rights on every Asset shall be jointly shared by the Asset Owners indivisibly in equal shares;
- Every Asset Owner grants the Association and the other Asset Owner a perpetual, royalty-free, irrevocable, world-wide, non-exclusive and unrestricted license to use the Asset[2].
- Every Asset Owner grants the Association a perpetual, royalty-free, irrevocable, world-wide, non-exclusive and unrestricted license to exploit, implement, adapt and/or improve the Asset[2].
- The Asset shall be available under an opensource license approved by the **Open Source Initiative** or the **Free Software Foundation**, within the meaning of article 3.2.1.
- Any organisation, be it an Owner, a Member or a third party shall be able to implement or embed the Asset in a commercial, opensource or not, product, provided (i) the authors' and the Association's names are credited, even if the Asset has been adapted and or improved by the concerned organisation; and (ii) the Asset and its usage remain available to other Users otherwise.

The Board shall decide on Intellectual Property Rights on Project Results diverging from the above principles.

The Board shall decide, on a case-by-case basis, whether Intellectual Property Rights on Assets funded by third parties to the Association (non-Members, non-Asset Owners) shall be assigned or licensed to said third parties and on which terms these Intellectual Property Rights shall be assigned or licensed to said third parties.

For the sake of clarity, nothing in these rules shall grant licenses to the members' background intellectual property[2].

The opensource strategy of CRESYM, and the related support to the Members, is managed through its Opensource Competence Centre, acting as Open Source Programme Office.

3.2 Accessibility

Access to an Asset occurs typically via the related web site, after identification of the User and their acceptation of the Asset Terms of Reference. Depending on the Asset, it may involve download of data, parameter input to perform computations, etc.

3.2.1 – LFE

Assets shall be hosted by the Linux Foundation for Energy (**LFE**) and abide by the LFE framework, where and when appropriate on a case-by-case basis.

[2] If the Asset embeds pre-existing subcomponents, the Asset license must consistently reflect the related licenses (including, as the case may be, fee-based ones). FRAND principles (fair, reasonable, non-discriminatory) will guide the finalisation of a license.

3.3 Responsibilities

No Member shall warrant or be liable for the correctness, completeness, exploitability, freedom from defects or freedom from third party industrial property rights of Project Results or other Background Information transferred. Neither the Association, nor Asset Owners, are liable for any consequence of use and misuse by any User of an Asset. The foregoing limitations of liability shall not apply in cases involving intentional acts or omissions.

The Participants of a Project shall inform each other of third-party intellectual property rights they become aware of before and during the performance of the Project that could conflict with the agreed use. The Participants shall mutually decide in what way such discovered intellectual property rights are to be taken into account in the further performance of the Project.

Every service AToR shall impose that Users are liable for any consequence of usage and misuse of an Asset and any Intellectual Property Right infringement while using an Asset in any way; and that Users shall indemnify, defend and hold harmless the Association and the Asset Owners from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by the Association or any of the Asset Owners arising out of any Intellectual Property Right infringement committed by the User (see template A1).

Claims of the Members against one another, against their managing employees and legal representatives, vicarious agents and assistants for compensation of damages based on breaches of duty and tortious acts are excluded, provided they are not based on intentional acts or omissions or on gross negligence. Liability for indirect damage and consequential damages is excluded, unless such damages were caused by intentional acts or omissions. Section 3.3 para. 1 shall remain unaffected.

3.3.1 – Asset Add-on Service

The Association (resp. a Member, a Partner, a User or any third party), can offer and sell in a non-exclusive manner add-on Services (resp. a service of their own) on any Asset, involving thus additional obligations and responsibility, to be defined in their respective terms of service (see template S2).

Article 4 – Governance & operational model

The composition, role, powers and organisation of the Bodies of the Association and decisions processes are described in the By-Laws and completed in the present Article.

The Bodies of the Association are:

a) The General Assembly;
b) The Board;
c) The Projects Committee.

The governance is centred around the Strategic and the Projects Committees.

The different committees' and working groups' activity perimeters shall not overlap.

Remote meetings, resp. written decision making procedures, may be organised complying with the By-Laws, Article 14 and sections 4.8.1 resp. section 4.8.2 of the present Internal Rules.

4.1 General Assembly

The composition, role, powers and procedures regarding the General Assembly are described in Article 8 of the By-Laws.

Ordinary meetings and Extraordinary Meetings

The ordinary annual meetings of the General Assembly are called in accordance with the conditions set out in Article 7 of the By-Laws.

An extraordinary General Assembly can be called when needed. Similar formalities as for an ordinary General Assembly shall then be followed.

The Assembly shall be called by the competent body, and deliberate on, the following items:

- the Annual Strategy Note for approval (yearly);
- the annual Association's report, including Profit and Losses (yearly);
- the year-ahead budget forecast;
- any amendments to the By-Laws;
- the appointment and dismissal of the auditor and the fixing of his remuneration;
- the approval of budget and the annual accounts;
- the approval of any transactions (including loans), investments, divestments or other financial commitments by the Association above an amount of forty thousand euros (EUR 40000);
- the staff recruitment process and remuneration policy for approval;
- the appointment of the annual compliance monitoring reporter;
- the determination of the terms and conditions, including financial terms and conditions, under which the mandate of a director is granted and exercised, and the terms and conditions under which the mandate is terminated;
- the decisions related to the designation, exclusion and resignation of the Members of the Association (and in case of resignation of a member, the Assembly can only take note of this resignation);
- all other cases where required by the law or the By-Laws;
- all other tasks whose management has not been transferred to another Body of the Association.

4.2 Board

The composition, role, powers and procedures regarding the Board are described in Article 8 of the By-Laws.

4.2.1 – Composition

Complementary to the By-Laws, the following provisions shall apply in order to elect the Board members representing each College:

a) In case one or more Board seat(s) for a College appear vacant for the upcoming period following a General Assembly meeting, and unless all Members of the College have already a representative at the Board, the election of new Board members representing the College must be anticipated and organised at the General Assembly meeting.

d) The General Manager shall call for candidate names from the concerned College Members early enough in order to provide the information in due time to the General Assembly[3].

e) At the General Assembly meeting, if there are less candidates than seats for the College, they are all appointed Board members. Otherwise, one or more list(s) with as many candidates' names as there are seats shall be proposed, and all Members of the concerned College, including those employing a Board member, shall vote for one list. Are elected the candidates on the list with highest number of votes.

The Projects Committee chairperson attends the Board meetings, reports and take part to the discussions, though with no specific voting right.

[3] (For the sake of clarity, a College may have candidates among representatives of organisations belonging to other Colleges; e.g. a Strategic Member staff may be proposed as candidate to represent the College of Industrial Members on the Board.)

4.2.2 – Role and powers

In addition, in accordance with Article 8.3 of the By-Laws, the role and powers of the Board are to:

- Prepare and revise yearly the strategic vision of the Association;
- Prepare and revise yearly the mid-term business plan of the Association;
- Prepare and revise yearly the guidelines framing the Cluster Activities;
- Approve all transactions (including loans), investments, divestments or other commitments that exceed the sum of fifteen thousand euros (EUR 15000);
- Assess at least yearly the Common and Supplementary Programs submitted by the Projects Committee;
- Prepare and revise yearly the next year's budget proposition, the related Membership fees and the Common Budget reserve;
- Prepare and revise yearly the Annual Strategy Note and submit it to the General Assembly;
- Supervise the overall implementation of the Annual Strategy Note;
- Appoint the Projects Committee members, beyond those representing Strategic members, and appoint the Chairperson of the Projects Committee;
- Implement, or follow-up the execution of, the General Assembly decisions;
- Review and approve all proposals of strategic partnership agreements (see section 8.3) before signature by the President or Vice President;
- Adopt position papers, matching the goals and strategy of the Association;
- Supervise the General Manager, the overall management and the budget of the Association;
- Assess the Association's performance and propose changes to the Internal Rules or the By-Laws to the General Assembly;
- Propose the staff recruitment process and remuneration policy to the General Assembly;
- Decide about new bank loans on a less than a year basis;
- Prepare the agenda of the General Assembly meetings;
- Prepare the annual Association report and submit it to the General Assembly;
- Decide on issues delegated by the Assembly to the Board;
- Advise the General Assembly about a Member application;
- Approve Observer status for every Observer, review the participation of every Observer and rule the access of Observers to discussions and information;
- Validate the application of a Project to the Common Program;
- Assess & manage risks for the Association;
- Review and approve every Project Agreement diverging from section 2.1.4;
- Review and approve every Asset Terms of Reference, if diverging from Article 3;
- Assess and decide about the Association's position vis a vis calls for project (see section 2.1.7);
- Decide about the creation and termination of working groups (see section 4.6);
- Validate the Services proposed by the Association;
- Propose to the General Assembly the name of the annual compliance monitoring reporter;
- Decide on internal audit, audit reports and related action plans concerning internal audit activities.

4.3 Main Office Holders

The Main Office Holders are the President, the Vice President and the General Manager.

Their role shall be the following:

- Interact with organisations applying for Membership, assess the application form (see template M1), and submit such assessment to the Board;
- Coordinate the Association's representation and communication;
- Decide on, review and validate the Association's publications;
- Manage the relationships with stakeholders;
- Demonstrate the independence, neutrality and transparency of the Association.

4.4 Projects Committee

4.4.1 – Composition

The Projects Committee shall be composed of:

- Up to 1 representative per Strategic Member;
- Up to 4 representatives for all Research Institution Members;
- Up to 3 representatives for all Industrial Members;
- Up to 1 representative for all Non-profit Organisation Members.

Every Strategic Member may appoint one representative at the Projects Committee and replace him/her at will.

Beyond these Strategic Member representatives and the General Manager, other members of the Projects Committee are appointed by the Board, each for a 1-year mandate.

The Board decides whether any vacant position in the Projects Committee shall be filled in. In this case, the Board issues a call for application to all concerned Members (i.e. either Research Institution Members, Industrial Members or Non-profit organisation Members) during at least twelve (12) working days. The Board shall assess the applications based on the required skills. If two or more applicants qualify, the Board shall pick up in order to increase the Members representativity in the Projects Committee.

Projects Committee members may be re-appointed at the end of their mandate.

A Projects Committee member may at any time resign by notifying the Board in writing without having to provide explanation.

If a member does not participate in three (3) consecutive Projects Committee meetings, the Board may decide to remove him/her.

The Board appoints the chairperson of the Projects Committee among the Projects Committee members and can replace her/him at will.

The General Manager (or a substitute) participates in the meetings of the Projects Committee without voting rights.

Depending on each meeting agenda, the Project Leaders of the examined Projects shall be invited to attend and report.

4.4.2 – Meetings & decisions of the Projects Committee

The Projects Committee shall meet at least four (4) times a year. It shall be convened by its chairperson, or failing that, by the General Manager (or a substitute).

Every meeting shall happen on the day, at the time and place and according to the meeting set up indicated in the notice of meeting. In particular, the Projects Committee may meet face to face or by any means of remote meeting, in the conditions provided by Article 14 of the By-Laws.

The convenor may invite one or more persons to attend the Projects Committee in an advisory capacity, in particular Project Leaders.

Notices of meetings and documents on which the Projects Committee is required to deliberate must be sent by any means individually to the members at least five (5) working days before the date of the meeting and must include the agenda drawn up by the convenor, except in the event of a justified

emergency. In this case, the time limit for convening and sending the documents may not be less than forty-eight (48) hours.

The Projects Committee may only validly deliberate if at least half of the members are present or represented.

Decisions of the Projects Committee are taken by a majority of the votes of the members present or represented by duly empowered substitutes. Each member shall have one vote.

In the event of a tie, the chairperson of the Projects Committee shall have the casting vote.

The Projects Committee shall appoint a meeting secretary. Minutes of the meetings are kept by the appointed meeting secretary and are final once approved by the Projects Committee.

4.4.3 – Role and powers of the Projects Committee

The role and duties of the Projects Committee shall be the following:

- Propose the mid-term annual research goals, and submit them to the Board to feed the Annual Strategy Note;
- Call to Members for Projects proposals when missing, to match the Annual Strategy Note goals & strategy;
- Review and assess every Project proposal, complying with section 2.1;
- Supervise and challenge all Projects, based on Projects Leaders bimonthly written reports or audience;
- Decide on Common Project budget adaptations and manage the Common Budget reserve;
- Check that scientific papers issued by the Project teams meet the appropriate quality standards;
- Prepare scientific papers and scientific contributions to the annual Association report;
- Validate the yearly Projects progress overview prepared by the General Manager (or a substitute) in order to feed the annual Association report;
- Decide on issues delegated by the Board or the General Assembly to the Projects Committee;
- Raise to the Board any issue jeopardizing the Projects individual and overall management and propose remedial action;
- Advise the General Manager about the opportunity for the Association to answer calls for project (see section 2.1.7).

4.5 President & Vice-President

In addition to the Article 9 of the By-Laws, the President and Vice President shall perform the following activities:

- Promote the Association, its ambitions and its Members at international level;
- Have a leading role to gather future Members;
- Have a leading role to gather other partners into Projects.

The President, or the Vice President if the President is unavailable, signs the strategic partnership agreements, after approval by the Board (see section 8.3).

The President can be substituted by the Vice-President if the President is unavailable.

In order to clarify the roles, the concerned Member should appoint a General Assembly representative on top of the President (resp. the Vice President). Failing that, the President (resp. Vice President) shall explicitly mark when (s)he speaks on behalf of the concerned Member instead as President (resp. Vice President) of the Association.

Any conflict of interest issues the President, the Vice-President or the General Director shall be addressed applying section 5.4.3 rules mutatis mutandis.

The President (resp. Vice president) shall provide the General Manager with a list of the offices that (s)he holds in legal persons, including in the Members, other than the Association and give notice to the General Manager of any change that occurs in this respect.

4.6 General Manager

The General Manager is a natural person hired by the Association to manage and represent the Association on a daily basis.

The General Manager is an employee of the Association.

The General Manager reports directly to the President of the Association.

Complementary to the article 10 of By-Laws, the General Manager shall perform the following activities:

- Support the President and the Vice President;
- Organise and attend the Bodies of Association's meetings, prepare their agenda, record their minutes of meeting and have them approved;
- Report at every Board and General Assembly meeting;
- Substitute the Projects Committee chairperson whenever (s)he is unavailable;
- Keep a record of the budget and bank accounts, as treasurer of the Association and have the Profit & Losses sheet compiled and certified every year;
- Take out bank loans, executing the Board's decisions;
- Compile an annual management report contributing to the annual Association report;
- Manage the Association on a daily basis:
    - Be the point of contact of the Association & ensure the day-to-day communication;
    - Hire and pay direct and seconded staff, external supporting skills (accounting, legal, IT…) or any other supplier;
    - Check that the Association complies with its By-laws and Internal Rules of Association, especially regarding non-discrimination obligations;
    - Publish all documents according to the Board decisions;
    - Maintain the web site and public information material up to date.
- Organise and manage the Cluster Activities according to the Annual Strategy Note;
- Monitor public calls for projects from major institutions and relay it internally to the Association, with the advice of the Projects Committee;
- Sign Project Agreements that the Association is party of, on behalf of the Association;
- Sign Service agreements with Clients and ensures Services are delivered to Clients;
- Propose structured Service proposals to the Board.

The General Manager shall provide the list of the offices that (s)he holds in legal persons, including in the Members, other than the Association and give notice to the President of any change that occurs in this respect (see section 4.12.2).

4.7 Working groups

In accordance with Article 17 of the By-Laws, every working group is set up by a Board decision, for a maximum duration of one (1) year. The Board may decide to renew the mandate if necessary.

Every working group has a dedicated mission statement, contributing to the Association's goals and strategy.

Every working group reports to a Body of the Association, identified in its mission statement.

A working group is not a Body of Association.

Working group members are Member representatives (see section 5.4).

By derogation to section 5.4.2, when a Member lacks the required specific expertise among its staff, it may appoint another person than an employee to be its Member representative in a working group, subject to the condition that (i) this person is not an employee of a company providing services to the Association during the same period, (ii) the President, the Vice-President, the chairperson of the Projects Committee or the General Manager has approved the appointment in writing and (iii) this approval is communicated to all the working group members.

4.8 Meetings organisation and decisions

The General Manager (or a substitute) is in charge of organising the Bodies of Association meetings. (S)he may delegate or share this task with other Association staff, or, to the extent that this delegation is specific and limited in time, with other specific persons.

4.8.1 – Remote meetings organisation

Complementary to Article 14 of the By-Laws, remote meetings may be organised, by means of telephone and video conferences, provided that the quorums indicated in the By-Laws are respected.

Concerning the meetings of the General Assembly, Members may waive the formalities and deadlines for convening the meeting, in compliance with the Article 10:7/1 of the Belgian Companies' Code.

4.8.2 – Written (decision making) procedures

Complementary to Article 14 of the By-Laws and their specific quorum and majority thresholds, written procedures may be organised.

Decisions of the General Assembly may be taken in writing, in compliance with the Article 10:7/1 of the Belgian Companies' Code.

Electronic signatures will be considered valid.

4.8.3 – Escalation process

In case a Project team cannot come to a decision it shall escalate it to the Projects Committee.

In case a working group cannot come to a decision it shall escalate it to its related Body of Association, specified in its mission statement (see section 4.7).

In case the Projects Committee (resp. the Board) cannot come to a decision, it shall escalate it to the Board (resp. to the General Assembly).

4.8.4 – Meeting agendas, minutes & conduct

Topics that must remain confidential vis a vis a Member can be discussed provided the concerned Member representatives are excluded from the relevant discussion. Documents about such a topic can be exchanged among other, not concerned, Members. If the discussion or exchange involve a Body of Association's decision, the concerned Member shall be disregarded when assessing the quorum.

In case third persons are invited to participate in a meeting of a Body of the Association or working group, the Body or working group concerned may decide to require the signing of a confidentiality agreement by the persons concerned (see template C1).

To every meeting agenda shall be appended the 1-pager "Confidentiality and competition law compliance guidelines" (see appendix C0).

All meetings of Bodies of the Association, working groups, Project teams are documented in dedicated minutes (called “Reports”, for Project teams).

4.9 General schedule

Complementary to the Articles 8 and 9 of the By-Laws, the frequency of the meetings shall be the following, in order to match the fiscal (regarding P&L) and academic (regarding the Common Program) years:

- General Assembly: once (1) a year in Spring, or more if deemed needed by a competent body of the Association;
- Board: at least three (3) times a year or more if deemed needed by the President, and especially one month before every General Assembly meeting;
- Projects Committee: about six (6) times a year or more if deemed needed by the Board or the chairperson of the Projects Committee, with appropriate coordination with the Board meetings schedule to ease decision making.
- The Main Office Holders: once (1) a month or upon request of the President, Vice-President or General Manager.

The following table sums up the overall indicative schedule (M standing for meeting, N for year):

Month Year N	**General Assembly**	**Board**	**Projects Committee**	**Common Program**	**Legal & accounting**
Jan			M	List + related budget N proposal	Preparation P&L N-1, budget N
Feb					
Mar			M		
		M		Finalisation N	Approval P&L N-1, budget N
Apr	M			Decision N	
May			M	Implementation decision N Review of Projects < N Call for Projects N+1	
Jun		M			
Jul			M		
Aug					
Sep		M	M		
Oct					
Nov			M		
Dec		M			

4.10 Annual Strategy Note and annual Association’s report

The Annual Strategy Note sets the guidelines for the Association’s mid-term action. It consists of:

- the management report of the past year activity:
- strategic goals for the next 3-5 years: fields of investigation, deliverables;
- a 3-year business plan;
- a risk analysis;
- the upcoming yearly **Common** and **Supplementary Programs**;
- the upcoming year budget and human resources plan; and
- a 1-page appendix per R&D Project and chapter of Cluster Activities.

The annual Association’s report consists at least of:

- the report from the Projects Committee;
- the management report prepared by the General Manager;
- the profit & losses statement prepared by the General Manager;
- the annual compliance monitoring report.

4.11 Standard processes & compliance

The Association shall apply clearly defined working processes in the activities where standard procedures and specific requirements for timing, quality and transparency are essential.

The Board shall assess the opportunity to define or not a standard process whenever a Member representative, the General Manager or a staff proposes to do so.

If the definition and description of such a standard process is required in the annual compliance monitoring report submitted to the General Assembly, it must be implemented.

Each process shall be defined and described in detail in the present Internal Rules or in a separate process description document (e.g. an agreement template), approved by the General Assembly and listed in Appendix 2 of the present Internal Rules.

On proposition of the Board, the General Assembly shall appoint every year the individual or organisation, a Member, a Member representative, in charge of writing the annual compliance monitoring report.

The annual compliance monitoring report shall audit the Association's past year's practice with respect to its compliance with the (i) transparency, (ii) non-discrimination, (iii) opensource principles (see sections 4.12, 2.3.1, 3.1.1 respectively).

4.12 Transparency principle & confidentiality policy

The Association's activities and management shall be run in a transparent manner whenever possible, provided all obligations of the Association, Members and Observers (see section 5.5) – collectively, the "**Persons**" – toward any other party are complied with, including, but not limited to, competition law obligations.

4.12.1 – Confidentiality

Each Person shall treat as confidential all information provided by any other Person which is declared or explicitly indicated by such providing Person to be confidential.

All confidential information provided by a Person (i) shall be used by any other Person solely for the purposes of fulfilling its obligations pursuant to the By-Laws, the Internal Rules or any agreement or activity that the considered Persons undertake in relation to the Association, and (ii) except as may be required in carrying out the terms of aforementioned By-Laws, Internal Rules and agreements, shall not be disclosed to any third party without the prior consent of such providing Person.

The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of this Article 4.12 or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Person, any auditor of the Persons, by judicial or administrative process or otherwise by applicable law or regulation.

4.12.2 – Transparency

Otherwise, by default, i.e. if no confidentiality is explicitly required, transparency shall be ensured based on the following rules:

- Every information disclosed during a meeting of any Body of Association is deemed shared or sharable to all Members' representatives, except where a specific conflict of interest involving a Member is identified (see section 5.3.1).
- Every Member representative is entitled to use any piece of information disclosed by a Member's representative or an Association staff in the course of the Association's framework, free of charge on a non-exclusive, non-transferable and non-sublicensable basis provided that such use is limited to the sole purpose of carrying out the related Association's action and for the duration required by the related Association's action.

- The minutes of any Body of Association's shall be made publicly available on request, with publicity of such measure on the Association's website, in order to ensure a level playing field to all possible competitors to the Association's Members via a vis the information shared within the Association.
- Any information disclosed to the Association's staff in a specific framework (e.g. a Project team) (resp. in no framework) is deemed shared/sharable within this framework (resp. to all Members' representatives).
- By exception to the above, access to every piece of information that is identified as confidential vis à vis one or more Member must be restricted accordingly, especially on the Association's workspaces.

4.12.3 – Confidentiality breach

All concerned parties shall do their best effort in good faith to remedy a confidentiality breach, if possible.

Any Member who is deemed by the General Assembly to have caused a serious confidentiality breach, may be excluded by the General Assembly from exercising its rights as a Member.

4.12.4 – Association's transparency register

The General Manager shall make available to any requiring party the list of the offices that the (s)he (resp. the President, resp. the Vice President) hold in legal persons, including in the Members.

4.13 Dispute

Any dispute must be addressed and, if possible, settled in good faith by the concerned Members.

The Project Agreement shall apply to resolve dispute between Participants (see section 2.1.1).

Else, unresolved disputes within a period of one (1) month may be raised by a Member to the General Manager, which shall hear the concerned Members in writing within one (1) month from the confirmation of receipt of the dispute's notification. If the dispute remains unresolved within one (1) additional month, the General Manager shall notify the Board. Within a period of two (2) months from the dispute notification, the Board shall render its decision or escalate it to the next General Assembly meeting.

Article 5 – Members

5.1 Application for admission as Member

Complementary to Article 5 of the By-Laws and especially subject to the principles of objective, transparent and non-discriminatory criteria, the following provisions shall apply regarding the application for membership.

Any organisation intending to join the Association as a Member shall receive a copy of the present Internal Rules.

Any organisation intending to join the Association as a Member must fill in the Member application form (see template M1) and submit it via the Association's web site or to one representative of the Main Office Holders.

The Main Office Holders shall assess whether the application is suitable, i.e. in which respect the applicant would, inter alia:

- (i) bring to the Association new expertise, and/or new research means, and/or new research project opportunities, and/or new networking opportunities with new research partners.

- (ii) improve the diversity of Industrial Members, complete the list of Research institution Members, improve the overall image of the Association.
- (iii) easily comply with, and support, the Association's principles and procedures (e.g. opensource commons' development) based on its mission statement and past practices.

The application shall include the relevant documentation to provide evidence of the fulfilment of, as the case may be, the Membership criteria as set forth in Article 5.2 of the By-Laws.

The application together with the related Board advice and the Main Office Holders' assessment shall be submitted to the General Assembly for decision.

5.2 Member's rights

The table hereafter sums up the Members' rights, more specifically defined in the respective Articles and sections, especially the Article 4 of the By-Laws:

	Strategic Member	Industrial Member	Research Institution Member	Non-profit organisation Member
Governance				
General Assembly	Appoint 1 representative / Member			
Board	Appoint 1 representative / Member	Appoint 1-3 representatives for the category	Appoint 1-4 representatives for the category	Appoint 1 representative for the category
Projects Committee	Appoint 1 representative / Member	Be represented by 0-3 representatives for the category	Be represented by 0-4 representatives for the category	Be represented by 0-1 representative for the category
Activities				-
Launch a Special Project	Yes	-	Yes	-
Participate to/benefit from a Project	Yes	Yes	Yes	Yes
Participate to / benefit from Cluster Activities	Yes	Yes	Yes	Yes
Assets				
Datasets	Subject to the Asset terms of reference (A priori opensource – see section 3.1.1)			
Software pieces				
Documentation				
Services				
Project support	Accessible to Members as to any Client (except for the administration fees covering already implemented tasks as a result of Membership)			
IT facilities options				
Asset add-ons				
…				

The Association shall, in due respect of subsidiarity, not interfere in activities that are the proper responsibility of its Members.

5.3 Members' responsibility

Complementary to Article 11 of the By-laws, the following provisions apply to rule Members' responsibility.

By accepting the status of Member, each Member accepts the provisions of the By-laws and the Internal Rules of the Association.

By exception, one or more provision of the Internal Rules may be ruled out, or adapted, for one or more Member(s) where the two following conditions apply:

- (i) the exception is defined in writing by a subsidiary agreement which the concerned Member(s) and the Association are parties to (e.g. a Project Agreement) and is required to achieve the collaboration intended in the agreement; and
- (ii) the exception is neutral for other Members, i.e. the rights and obligations of other Members set forth in the By-Laws or Internal Rules are preserved.

Every Member undertakes to follow decisions of the Association and uses their reasonable endeavours to work in the best interest of the Association at all times provided that they shall not be required to do or undertake to do anything that would cause them to be in breach of any applicable rule of national or European law.

5.3.1 – Identification and management of conflicts of interests

Every Member is responsible to identify, and alert about, any risk concerning themselves regarding the following list (including but not limited to): possible (i) conflicts of interest with other Members; (ii) confidentiality breaches; (iii) conflicting commitments; (iv) legal limitations (e.g. network operator unbundling obligations ensuring non-discriminatory access to the network); or (v) any other legal risk.

When a Member identifies such a potential risk, they must warn ex-ante in writing the General Manager.

The General Manager shall then take all necessary measures, including escalating to the Main Office Holders, Board or General Assembly to rule out, or at least mitigate, or remedy, the risk. All parties shall make their best efforts in good faith to achieve this goal. In particular, section 5.4.3 shall apply.

5.3.2 – Confidentiality

All Members shall organise their data handling in such a way as to minimise the risks of misuse or unauthorised access or disclosure of information shared in the Association's meetings or during the Association's activities.

5.3.3 – Members' Suspension and penalty

A Suspended Member shall compensate any cost directly incurred to the Association by the non-payment of its Membership fees in due time. Beyond this compensation, no penalty for late payment of the fees shall be due.

5.4 Members' representatives

5.4.1 – Role

Though representing each a Member, Member representatives must act and contribute in the Bodies of the Association, Project teams and working groups, in good faith and in order to help it achieve the Association's goals.

5.4.2 – Mandate conditions

Every Member representative in a Body of the Association, in a Project team and or in a working group set up by a Body of the Association, must be:

- a registered employee of the concerned Member, or, in exceptional cases, the three conditions in section 4.7 apply;
- qualified for the role, according to the Body, team or group's mission statement;
- free to execute the representation mandate, and especially not hindered by any personal conflict of interest;
- specifically mandated for the role, in writing by email to the General Manager (see template M2).

5.4.3 – Mandate termination

The mandates run from the date of appointment and for the foreseen duration, depending on the Body of Association, Project Agreement or working group's mission statement, except in the following anticipated termination cases:

- A Member may revoke its representative by notifying the General Manager in writing by email, at the future date foreseen in the notification, or by default with immediate effect;
- A Member representative may resign by notifying the General Manager in writing by email, at the future date foreseen in the notification, or by default with immediate effect;
- A Member representative's mandate shall be suspended when the Member (s)he represents has seen its Member status suspended (see By-laws, Article 6.1);
- A Member representative's mandate shall end immediately when the Member (s)he represents has lost its Member status (see By-laws, Article 6.2);
- A Member representative's mandate shall end immediately when the representative no longer fulfils the condition of representativeness.

5.4.4 – Mandate target suspension

Member representatives shall not participate in discussions or deliberations on agenda items that may create a conflict of interest.

Whenever themselves or the Member would face conflict(s) of interest or confidentiality breach(es) about a specific topic discussed or decided on during a meeting, and for the considered duration, Member representatives:

- must leave provisionally a meeting before the concerned discussion takes place;
- must be counted absent in a vote regarding the concerned topic;
- shall be excluded from any information exchange about the topic (emails, workspaces…).

In the event that, as a consequence of the Member representative leaving, no decision can be made, the decision shall be escalated (see section 4.8.3).

5.4.5 – Representative substitutes

If a Member representative cannot attend one (1) or more meeting(s) (s)he is convened to, the Member can appoint a substitute.

If a Body of the Association is concerned, such an appointment is done by notifying by email the General Manager.

5.4.6 – Procedure for expenses reimbursement

Hotel, meals and transportation means' expenses of the Member representatives to attend the Association's meetings or to represent the Association at an event shall be reimbursed subject to the condition that such expenses are reasonable considering the purpose of the Association, the event attended by the representative, and for which the representative provided proof of such expense (receipts, invoices, …).

These expenses and the related receipts have to be submitted to the General Manager, at latest within two (2) months following the date of such expenses (see template M3).

The financial report presented to the General Assembly shows, by beneficiary Member, the reimbursements of mission, travel or representation expenses.

When approving its first, second or third annual budget, the Association may suspend the principle of reimbursing travel costs for the concerned year.

5.5 Observers

An "**Observer**" is any Non-Member organisation that is compelled to comply with the confidentiality rules set out in § 4.12 by i/ their signature of a Non-Disclosure Agreement with the Association (see template C1) or ii/ their application to the Association (see template M1) and the granting the Observer status by the Association's Board.

The Observer status is granted for a limited duration of three (3) years. Before the time limit, the Board may extend it for another three-year (or shorter) period through an explicit decision.

For the time the Observer status is granted to an organisation, CRESYM and its Members must consider the Observer as if they were Member as far as § 4.12 applies.

An Observer may be, but not compulsorily, invited to meetings; nor are they compelled to attend the meetings they are invited to. Thanks to the present set of rules and the NDA signature, §4.12 shall apply to all participants to the meeting in equal terms, Members and Observers alike.

The Board may limit or forbid the access of Observers to discussions and information to preserve the Association's interest and prevent conflicts of interest.

Article 6 – Budget

6.1 Income management

The Association will rely on five (5) main sources of income:

- Membership fees;
- Common and Special Projects' funding;
- External Projects' public funding;
- Service Sales;
- Others.

The Association will strive to charge all direct costs entailed to the Association by the management of Projects, respectively the delivery of Services, to the related beneficiaries (i.e. the Project Participants, respectively the clients of the Service). Especially, the Association's staff contribution to Projects may be charged as part of the concerned Projects' budget.

6.1.1 – Membership fees

The amounts of the annual membership fees, for every category of Members, are revised once a year by the General Assembly.

The table below shows the annual **Membership fees** for the year 2023:

Membership category	**Annual Membership fees**
Strategic Member	EUR 30 000
Industrial Member	EUR 10 000
Research Institution Member	EUR 5 000
Non-profit Organisation Member	EUR 5 000

Every Member shall pay their Membership fees, yearly, in one term.

Organisations who have applied, and have been accepted, as new Members, may require the first invoice of their fees to be postponed, but no later than their actual joining a Project.

Budget distribution key
The Membership fees shall be distributed the following way:

- 70% shall contribute to the **Common Budget** (also known as "Common Pot" – see §6.2.2)
- 30% shall contribute to the **General budget**, i.e. the budget covering other activities ("overhead": corporate, general management and administration) expenses.

Membership fees cover the Association's action for the benefit of its Members and are subject to VAT.

The General Assembly may decide exceptions regarding the distribution key.

6.1.2 – Common & Special Projects' funding

Unless stated otherwise in, and for the scope of, a Project Agreement, the Association shall also act as a commission agent to manage the project, in its own name, but on behalf of every funding/funded Participant: in this respect, the Association shall invoice, and collect payment from, every funding Participants and be invoiced by, and reverse to, funded Participants.

All such transactions are subject to VAT.

Unless set otherwise by the corresponding Project Agreement, direct funding must be paid to the Association prior to the Project start. Any direct funding (increase) decided once the Project has started, must be paid according to the then agreed payment schedule.

Budget distribution key
The funding by the Project funding party of a Common project shall be distributed as follow:

- 85% shall contribute to the Common Project;
- 15% shall contribute to the Common Budget.

If a Special (or External) Project is directly funded, the direct funding shall be distributed as follow:

- 85% shall contribute to the Special Project;
- 15% shall contribute to the Common Budget;

6.1.3 – Public funding of Projects

The Association shall comply with the conditions set forth by every awarded public call and its respective agreement.

The concerned External Projects shall monitor their staff involvement accurately (see template P3).

The Association's expenses related to External Projects and that are not covered by external Projects' funding (e.g. project proposal preparation time) are covered by the Common budget, following decisions by the Board on a case by case basis.

6.1.4 – Sales profit

Sales' profit is the net income received for rendered Services, i.e. the invoiced amount to the Client minus the incurred costs.

All such transactions are subject to VAT.

Budget distribution key

The Sales' profit shall fall in the Common Budget.

6.1.3 – Other incomes

The Association's annual resources are made up of:

- any authorised donations;
- all subsidies, in particular subsidies from states, local authorities, and the European Union;
- income from private or public partnerships the Association is part of; and
- all other resources authorised by the laws in force.

Budget distribution key
By default, other incomes shall be distributed between the Common Budget and the General budget according to the same distribution key as the Membership fees (see section 6.1.1), subject the respective agreement where every income line stems from.

6.2 General budget management

6.2.1 – General accounting

Every Project, Service and Cluster Activity chapter and overhead costs shall be administered by way of a dedicated account, in order to monitor expenses and incomes specifically.

The following expenses are managed individually:

- specific Services rendered by the Association to Members or groups of Members, upon their demand and strictly respecting the purposes, the non-profit-making nature and the non-discrimination principle of the Association, which shall be paid by the Members or groups of Members concerned, except in case of approval by the Main Office Holders.

6.2.2 – Common Budget ("Common Pot")

The Common Budget is fed by the Membership fees, Sales profit and other incomes according to the distribution key defined in section 6.1.

The Common Budget shall cover:

- the Association's contribution to Common Projects;
- the Association's expenses for Assets;
- the Association's expenses related to External Projects in addition to external Projects' funding (see 6.1.3).

The Common Budget shall have a minimum level (**Common Budget reserve**), equal to at least 5% of the Common Budget. The Common budget reserve is available to the Projects Committee in order to smoothly accommodate Projects budget evolutions. Any use of the Common Budget reserve shall be reported to the Board.

6.2.3 – Surplus and deficit

In case the Profit and Losses statement displays a surplus, it shall be allotted by default to the Common Budget. The Board may propose to allot all or part of it to the General budget with a justification.

In case of an unforeseen deficit, the General Assembly may decide on advance payments on the next membership fees to be made by the Members, in proportion to their membership fees.

6.2.4 – Annual financial reporting

Complementary to Article 8 of the By-Laws of the Association, the General Manager shall submit for approval to the Board and General Assembly the following budget information:

- for the previous financial year, a profit & losses statement;
- for the previous financial year, the reimbursement of Member representatives.
- for the upcoming financial year, the budget with related Membership fees, or several options for the budget and related Membership fees.

Article 7 – Resources

7.1 Staff

The recruitment process and the remuneration policy of the Association's employees shall be proposed by the Board and validated by the General Assembly. They shall be implemented by the President and the General Manager, each for what it (s)he is concerned with.

7.1.1 – Loyalty and Confidentiality

Their employment contract imposes on employees to accept the provisions of the By-laws and the Internal Rules of the Association.

During the time a person is employed by the Association, the following general obligations shall apply:

- Every employee of the Association must comply with the transparency and confidentiality principles of the Association (see section 4.12) and in any further NDA agreement entered into by the Association, and prevent any risk of confidentiality breach.
- As the case may be, if the employee holds part-time employments with the Association and with a third party(ies), (s)he must take all necessary measure to identify and prevent any conflict of interest risk arising from having more than one employer.

After the time a person is employed by the Association, and for a subsequent period of five (5) years, the following obligation shall apply, unless one or more are explicitly lifted in writing by the General Manager or the President by the leaving person:

- Every employee of the Association is forbidden to disclose any piece of information subject to confidentiality limitations that (s)he received during the employment period, unless this piece of information becomes public meanwhile.
- Every employee is forbidden to join an organisation preparing an answer to a public call for project in competition with the Association, until all concerned calls are closed.

7.1.2 – Direct employees

See template E1.

As the case may be, the Association may hire employees for a limited duration, that (i) were previously employees of a Member and (ii) may be entitled, by contract with the Member, to resume being employed by the Member at the end of their contract with the Association. During the period the person is employed by the Association, (s)he is subordinated exclusively to the Association and must act loyally, as any employee of the Association.

7.1.3 – Seconded employees

Members may second staff to the Association, abiding by the following rules:

- The secondment is framed by a contract between the Association, the Member and the employee (see template E2);
- The secondment is authorised by the "Controle des Lois Sociales" body;
- The secondment is limited in time, with a maximum of two (2) years;

- During the secondment period, the subordination of the employee shall remain with the Member with no transfer to the Association;
- The Secondment agreement shall depict explicitly the tasks expected from the employee and the limited scope of instructions and orders the Association is entitled to give to the employee to achieve the expected tasks;
- The employee is still on the Member's pay-roll;
- The secondment costs shall cover the wage and related social costs of the employee, as displayed on the payroll, exclusive of any additional cost or profit;
- Conversely, this cost must be at least the minimum applicable legal wage of the country where the person is directly hired;
- The Association shall provide the employee with all the necessary equipment and accesses, unless agreed otherwise in the secondment contract.

7.2 Procurement

In view of the fact that one or more of the Association's Members are 'bodies governed by public law' within the meaning of Directive 2014/24/EU on public procurement (the "**Directive**"), the Association shall comply with the rules set by the Directive and the applicable related Belgian laws, in each case to the extent applicable.

7.2.1 – Procurement from Members

The Association may procure services or products from one or more Members provided that either:

- the procurement is decided or approved by the General Assembly, thus ensuring that the conditions set in the directive 2014/24/EU, Article 12.3 about the joint control of the Association by the Members is ensured; or
- procurement has otherwise been performed in accordance with applicable laws.

7.2.2 – Member(s) procuring services from the Association

One or more Member(s) may procure Services from the Association, provided that either:

- the procurement is decided or approved by the General Assembly, thus ensuring that the conditions set in the directive 2014/24/EU, Article 12.3 about their joint control of the Association; or
- the procurement regard research activities, especially Project Task(s) where none of the procuring Members by itself funds the Project, and the procured Project Results benefits are shared publicly; or
- procurement has otherwise been performed in accordance with applicable laws.

7.2.3 – Consultants and supporting staff

When the Association procures a service implying that the subcontractor's staff may or must access potentially confidential pieces of information, the subcontractor, and if necessary, its staff themselves, must sign a Non-Disclosure Agreement, either separate or embedded in the procurement agreement ensuring at least the same level of protection as required by or pursuant to these Internal Rules to any information available to them, also incidentally, when performing their duty for the Association.

7.3 IT resources

7.3.1 – Web site & social media

The Association's web site is the web site defined by the domain name cresym.eu, of public access, i.e. except the restricted access parts.

7.3.2 – Extranet

The extranet is all the web pages of the domain cresym.eu that are restricted to Members' representatives.

Every individual with a granted access to the extranet must connect to the extranet using personal identifiers (login name and password).

Information on the extranet is available to any connected individual, except for the Workspaces, which the access to is by definition limited.

7.3.3 – R&D IT facilities

IT facilities provided by the Association shall meet state of the art cybersecurity standards.

Every individual with a granted access to the Association's shared and not public databases or computation means, if any, must connect to the resource using personal identifiers (login name and password).

7.4 Premises

The Association's premises consist of the, rented or lent office spaces of its headquarters; plus, as the case may be any **office** made available to the Association by a Member (see template C2).

Every Office Access and Use Agreement shall organise how the concerned space is subordinated to the site's internal rules (especially staff security); how it is distinguished from the site's other spaces space (esp. accesses); and the rights and duties of the Association's personnel and visitors on site.

Article 8 – Life of the Association

8.1 Governing law & jurisdiction

The Association is governed by the laws of the Kingdom of Belgium.

If the Parties cannot settle their claims or controversies or dispute or disagreements in accordance with the previous provisions, the court in Brussels are competent.

8.2 Language

The working language of the Association is English.

Meetings of the bodies of the Association shall be held in English.

All correspondence, e-mailing, documents, minutes, etc. shall be in English, except if required otherwise by the Belgian law. In the latter case, English translations shall be made available, if needed.

Participants taking part in the meetings may also use a language other than English, provided they bear the cost for simultaneous interpretations.

8.3 External communication

Unless decided otherwise by the General Assembly, the President shall be responsible for all high-level

external communication of the Association.

The day-to-day external communication shall be the responsibility of the General Manager.

For practical reasons, the communication tasks can be shared, under the responsibility of the President, between the President, the Vice President, and the General Manager as best suits to each situation. The President can also delegate communication tasks to other specific persons to the extent that this delegation is specific and limited in time.

A list of documents for external publication shall be kept by the General Manager.

The General Manager is responsible for the supervision of the publication and circulation of documents.

Every Member and Member representative is encouraged to promote the Association's activity, Projects, Assets, goals and strategy publicly, using the common, public media resources provided by the Association, or provided that the communication does not incidentally harm the Association's reputation.

8.4 Partnerships

In order to achieve the Association's goals and implement its strategy, promote a coordinated approach to matters of mutual interest, and avoid unnecessary duplication of effort, the Association is empowered to establish and maintain regular contact with, cooperate with, any organisation, in the framework of a dedicated partnership agreement.

Partnership agreements must be signed by the President or Vice President after their review and approval by the Board.

Article 9 – Internal Rules modifications

These Internal Rules could be modified by the Board and must be approved by the General Assembly. Unless set otherwise in the By-laws, any change must be approved by a simple majority of the Members of the General Assembly.

Done in Brussels, on 08 April 2025

Appendix 1 – Definitions

Association: CRESYM, a non-profit organisation ("AISBL") registered on 17th June 2022 with its office at square de Meeûs 38/40, 1000 Brussels, in Brussels-Capital Region.

- (Association's) **Distributed Office**: office space within a Member's premises but dedicated to the Association's activities (see template C2).

(Association's) **Activity**:

- (Association's) **Cluster Activities**: main generic, permanent or collateral activities of the Association, aside R&D Projects and beyond corporate, administration and general management, and framed by the Annual Strategy Note guidelines (see section 2).

- (Association's) **Annual Strategy Note**: note designed by the Board and approved by the General Assembly setting the guidelines for the Association's mid-term action. See the present Internal Rules, Article 2 for further details.

- (Association's) **Common Program**: the list of Common Projects.

- (Association's) **Supplementary Program**: the list of Special Projects and External Projects.

- (Association's) **Common Budget** (also known as **Common Pot**): 70% of the Membership fees plus 15% of the Common and Special Projects direct funding, aimed at covering Common Projects expenses.

- (Association's) **General budget**: 30% of the Membership fees plus Service sales aimed at covering overhead expenses.

(Association's) **Asset**: either a Project Result; or any plan, specification, document, contract, report, data, software tool, software component, research document, invention, know-how, as the case may be, and other information, whether held in hard copy, in electronic format or in any other information retrieval system or medium, which the Asset owner(s) want(s) to license to the Association, and which the Association can, or must, upon request of the Asset owners, exploit for any purpose matching its overall objectives and strategy set in the Annual Strategy Note.

- **Asset Terms of Reference** (or **AToR**): a specific agreement framing rights and duties of the Association, Asset Owners and Asset Users vis a vis the access and use of the Asset (see template A2).

- (Asset's) **User**: any individual or organisation accessing, reading, copying, citing, displaying, exploiting, implementing, adapting and/or improving the Asset.

- (Asset's) **Owner**: any individual or organisation owning, solely or jointly, the intellectual property rights on the Asset except by means of licensing.

Body of Association: either the General Assembly, or the Board or the Projects Committee. All of them are the Bodies of Association – see Article 4.

- **General Assembly** (or **GA**): see By-Laws, Article 7 and Internal Rules, section 4.1.

- **Board**: see By-Laws, Article 8 and Internal Rules, section 4.2.

- **Projects Committee** (or **PC**): see Internal Rules, section 4.4.

(Association's) **Members**: see By-Laws, Article 4.

- **Strategic Member**: see By-Laws, section 4.2
- **Industrial Member**: see By-Laws, section 4.3
- **Research institution Member**: see By-Laws, section 4.4
- **Non-profit organisation Member**: see By-Laws, section 4.5
- (Association's) **College**: either all the Strategic Members, or resp. Industrial Members, or resp. all the Research Institution Members, resp. all the Non-Profit Organisation Members. Every Member thus belongs to one of the four Colleges.
- **Membership fees**: see present Internal Rules, section 6.1.1.
- **Person**: either the Association or any Member
- **Member representative** (or **Representative**): individual appointed to attend a Body of the Association and mandated by a Member for this role (see Internal Rules, section 5.4).

R&D Project or **Project**: an undertaking gathering one or more organisation(s), and at least one Member, in order to achieve one or more explicit goal(s) matching the overall objectives and strategy of the Association.

- **Common Project**: a Project set up, decided and run by the Association, acknowledged by the General Assembly of common interest and henceforth listed in the Common Program and funded (at least partly) by the Membership fees – see Internal Rules, section 2.1.5.
- **Special Project**: a Project set up and run by the Association, but decided by one or more Strategic Members or Research Institution Member and exclusively financed by voluntary, dedicated funding of its supporting Members or external partners (and not by Membership fees) – see Internal Rules, section 2.1.6.
- **External Project**: a Project involving the Association (as such, not only any member) and answering a public call from an awarding organisation, as the case may be funded by the latter organisation and obeying the call's framework – see Internal Rules, section 2.1.7.
- **Project Agreement**: a specific agreement signed by all Project Participants defining its goals, deliverables, organisation (especially the Project Leader), methodologies, resources, schedule and ruling the Participants role, rights and obligations complementary, or by exception to, the present Internal Rules (see template P2).
- **Project Description**: the Project summary as structured by the dedicated template P0.
- **Project Leader**: personal representative of the Project Participant in charge of the coordination of the Project.
- (Project's) **Participant**: a party to the Project Agreement, either the Association, or a Member or a Partner.
- (Project's) **Partner**: any non-Member organisation part of the Project.
- (Project's) **Information** (resp. **Background information**): any piece of information that is created by one or more Participants when implementing their Tasks (resp. that is not created when implementing Project Tasks, but pre-existing and supplied by one Participant in order to enable the implementation of Project Tasks).
- (Project's) **Result**: any final plan, specification, document, contract, report, data, software tool, software component, research outcome, invention, know-how, as the case may be, and other

information, whether held in hard copy, in electronic format or in any other information retrieval system or medium prepared, developed, obtained or assembled by one or more Participants in the framework of a Project Task.

- (Project's) **Task**: a specifically defined piece of action within a Project, involving one or more Participant(s), which one Participant (the task leader) is responsible for, and resulting in a Project Result.

- (Project's) **Report**: minutes of a Project team meeting, appended to the Project Agreement and amending its previous version (see template P4).

(Association's) **Service**: proposal, and if ordered by a Client, remunerated provision of part of the Association's specific knowledge, know-how, and/or human, IT or estate resources, according to one of the pre-defined Service agreement validated by the Projects Committee.

- (Association's) **Client**: ordering beneficiary of a Service, be they a Member or another party.

- (Association's) **Sales profit**: net income(s) resulting from the delivery the Services, i.e. the difference between the amount of the Services delivery invoiced to the Clients minus all incurred expenses.

- **Service agreement**: agreement signed by the Association and one or more Client defining the expected beneficiaries, deliverables, implementation details, duration, schedule as well as the right and duties of the parties to the agreement (see template P2).

Workspace: subset of the Association's IT facilities and/or premises (either within its headquarters or a Distributed Office) and/or furniture, dedicated to a specific topic (e.g. a Project); where information related to the topic is stored and available only to those who are granted with an explicit access to it by the General Manager or any person with the delegation from the General Manager (esp. every Project Leader) to provide such access.

Appendix 2 – Association's standard processes

The following processes are depicted each in a separate template document and listed here for information.

- M1 – Member application request
- M2 – Member representative appointment
- M3 – Member representative costs pay-back

- P0 – Project description template
- P1 – Project special support
- P2 – Project Agreement template
- P3 – Project Workplan (and budget) template
- P4 – Project report template

- A1 – Asset Terms of Reference (AToR)
- A2 – Asset Licensing Agreement (ALA)

- C0 – Confidentiality and competition law compliance guidelines
- C1 – Non-Disclosure Agreement template (NDA)

- S0 – Service agreement generic template