

Agreement on Statutes of the BONUS – Baltic Organisations Network for Funding Science EEIG

between the following members:

1. Danish Agency for Science, Technology and Innovation (The Danish Natural Science Research Council) (legal form: governmental), Bredgade 40, 1260 Copenhagen K, Denmark
represented by Ms Inge Mærkedahl or a nominee
2. Estonian Science Foundation, Endla 4 , 10142 Tallinn, Estonia (registration number and place: 90000759, Tallinn, legal form: foundation/“sihtasutus” in Estonian)
represented by Mr Meelis Sirendi or a nominee
3. Agency for International Science and Technology Development Programmes (registration place and number: 188730854, Vilnius, legal form: state budgetary institution)
A. Gostauto st. 12-219, 01108 Vilnius, Lithuania
represented by Ms Birute Bukauskaite or a nominee
4. FiRD Coop (registration number and place: 2030690-4, Helsinki, legal form: cooperative under Finnish law), Vilhonvuorenkatu 6, P.O. Box 99, 00501 Helsinki, Finland
represented by Mr Juha Sarkio or a nominee
5. Swedish Environmental Protection Agency (registration number and place: 202100-1975, Stockholm, legal form: governmental), 106 48 Stockholm, Sweden
represented by Mr Erik Fellenius or a nominee
6. Swedish Research Council for Environment, Agricultural Sciences and Spatial Planning (legal form: governmental), P.O. Box 1206, 111 82 Stockholm, Sweden
represented by Mr Hans-Örjan Nohrstedt or a nominee

for the establishment of an European Economic Interest Grouping (EEIG), hereafter called EEIG, according to the EC Regulation 2137/85 and the applicable Finnish legislation.

The members shall conclude the Liability Agreement regarding EEIG (“hereafter “Liability Agreement”). The Russian Foundation for Basic Research shall join to the Liability Agreement.

EEIG and the Russian Foundation for Basic Research shall also conclude the Association Agreement (hereafter “Association Agreement”).

1. Name and Registered Office

(1) *The name of the EEIG is:*

BONUS – Baltic Organisations Network for Funding Science EEIG

And in Finnish:

BONUS – Baltic Organisations Network for Funding Science ETEY

(2) *The registered office of the EEIG shall be in Helsinki/Finland.*

2. Objectives of the EEIG

(1) *The objective of the EEIG is the implementation of a joint Baltic Sea research programme of all members and associated members of the EEIG in a contract under article 169 EC Treaty, as well as with other donors of the joint Baltic Sea research programme.*

The joint programme will support sustainable development in Europe through the provision of scientific outputs facilitating implementation of ecosystem-based management.

In this context, mechanisms shall be developed and used for joint use of scientific infrastructure and facilities.

(2) *Furthermore the objectives of the EEIG are the European and world-wide exchange of experience, the holding of and participation in conferences, seminars and similar fora, as well as editing, distribution and promotion of all kinds of publications, as well as expert's reports, participation in exhibitions, and in general the co-operation with European and international public and non-government institutions and organisations.*

The undersigned parties procure that they shall in the Steering Committee meetings and other applicable connections respect the provisions of this agreement and that they shall in every reasonable connection act taking into account and in favour of the above objectives of the EEIG.

3. Term of Validity

(1) *The EEIG has been set up with indefinite duration (sine die).*

(2) *If the recognition according to article 169 EC Treaty would not be awarded, the EEIG shall be liquidated if the members do not decide differently by unanimous vote.*

4. Financial Year and Start of Activities

(1) *The financial year of EEIG shall be the calendar year (1.1. - 31.12.).*

(2) *The activities will start on 19.4.2007.*

5. Organs of the EEIG

The EEIG consists of the following organs:

- *the General Assembly of Members, hereafter called **Steering Committee**;*
- *the **Executive Director**, who is the head of the EEIG and should be a person with scientific background; and*
- *the **Financial Manager**.*

6. Membership, Associated Membership, Observers

(1) There are six (6) founding members. Additional full members may in the future be accepted by the Steering Committee.

Full members are hereafter called members. All members are members of the Steering Committee.

(2) The EEIG can accept also associated members – public or private national or international organisations - which may be resident within the EU as well as in third countries. The Steering Committee must conclude an Association Agreement with the associate members before they are accepted associated members. The Association Agreement shall stipulate exhaustively on the participation rights of the associated member (such as possible voting rights) as well as on liability issues relating to the associated member.

(3) The EEIG can also accept observers who can be admitted without the right to vote in sessions of the EEIG internal organs.

7. Termination of Membership and Legal Succession

(1) Every member may terminate its membership in the EEIG on just and proper grounds, without the agreement of the other members. Such termination should provide at least six months written notice to the Executive Director.

In the case of an EC grant award a member may terminate its membership in the EEIG if its participation in that award is terminated by the European Commission. Such termination should provide at least six months' written notice.

A member shall not, by termination of membership, be relieved from any of its responsibilities under these statutes, or an EC grant award, which have been or should have been carried out, up to the date of termination.

The member's participation in EEIG and all the obligations thereof shall end by termination of the membership, unless a precise commitment on a particular activity, such as a decision on participating in a particular call, has been made.

(2) Any member may be expelled, if he seriously fails in his obligations or if he causes or threatens to cause serious disruption in the operation of the EEIG. This requires, after an audition of the concerned member, a unanimous decision, where the concerned member cannot take part in.

(3) If a member becomes insolvent, this does not automatically end the membership in the EEIG. This question will be dealt with by the Steering Committee, which has to decide unanimously whether the member would have to leave the EEIG.

8. Decision-making by Members

(1) As a rule, decisions by the members are taken at the Steering Committee meeting. The Executive Director, however, may as well induce decisions in writing, by e-mail, by telephone or by other communication channels between the formal Steering Committee meetings (hereinafter "Accelerated Decision Mechanism").

(2) Whether in case of Accelerated Decision Mechanism or normal formal meeting an item pending for decision (the agenda) shall be notified to the members at least ten days before the date of

decision; the date of the meeting shall be announced at least four weeks before. These periods can be deviated from with the acceptance of all the members.

(3) If a third of all the members requires that a decision on a particular issue shall be taken and present this request to the Executive Director in writing together with the objective and rationale of the requested decision, it is the obligation of the Executive Director to without unnecessary delay through the Accelerated Decision Mechanism or by calling a formal meeting of the Steering Committee, present the issue to be decided by the members.

If the Executive Director did not follow such a request within one month, the members requiring for the decision would by themselves be entitled to – through the Accelerated Decision Mechanism or by calling a formal Steering Committee meeting – present the issue to be decided by the members.

9. Voting Rights of Members

Each member has one vote. If there is more than one member from a member state, the number of votes shall be calculated so that the members of each member state have equal number of votes per member state.

10. Steering Committee

(1) The Steering Committee is the highest organ of the EEIG, its decision-making body and board governing its dedicated legal structure. It determines, as the highest co-operation organ of the members, the guidelines for all the activities and all policies of the EEIG.

(2) The Steering Committee shall be convened at the place of the registered office or another place determined by the Executive Director or the Steering Committee at least once every year. The annual meeting of the Steering Committee should be held within 6 months after the end of the financial period.

(3) Issues to be decided in the annual meeting of the Steering Committee shall be defined in the internal regulations confirmed by the Steering Committee.

(4) If at least a third of the members formally, in writing requests a meeting of the Steering Committee, the Executive Director shall be obliged to call a meeting within four weeks.

(5) The Steering Committee shall decide on every matter that is not explicitly assigned to another organ of the EEIG by these statutes or additional internal regulations.

11. Proceeding of the Meetings of the Steering Committee

(1) The Steering Committee is chaired by one of its members. Chairmanship should normally change each year so that it rotates amongst all members. The Steering Committee elects the Chair and the Vice-Chair annually. In the absence of the Chair the Vice-Chair will chair the meetings. In the absence of both, the meeting will elect a chair by simple majority.

(2) In addition to being represented in the meetings, members have the possibility to vote on issues on the agenda in writing (e.g. by letter, e-mail etc. to the official address of the EEIG to the attention of the Executive Director) or by other communication means accepted by the Steering Committee, as far as such a vote is in the Steering Committee at the time of the voting at the very latest. Only votes issued verifiably by a member shall be accepted. Accepted votes shall be added to the minutes.

(3) If not all members are present or take part in a vote of the Steering Committee, where a unanimous vote is necessary, the Steering Committee is not able to decide on the matter in that meeting. Excluding the matters, which according to the mandatory provisions of the applicable regulation require unanimous decisions another Steering Committee meeting has to be convened within three weeks and in this meeting the Steering Committee has a quorum, if it represents 2/3 of all members' votes. This has to be clearly pointed out in the course of calling the meeting.

(4) Regarding decisions where no unanimous decision is needed the Steering Committee has a quorum if it represents 2/3 of all members' votes. If no quorum is achieved the Steering Committee is not able to decide on the matter on that meeting. In that case another Steering Committee meeting has to be convened within three weeks, which has a quorum, independently of the number of represented votes. This has to be clearly pointed out in the course of calling the meeting.

(5) The Executive Director provides minutes on the Steering Committee meetings as well as on all decisions taken by the members outside of formal Steering Committee meetings in accordance with art. 8. The minutes shall be signed by the Executive Director and shall be transmitted immediately to the members. These minutes shall be considered as approved by the Steering Committee if no objections or corrections have been communicated to the Executive Director within three weeks from receipt.

12. Decision making order in certain matters

- (1) The following decisions can be taken **only unanimously**, i.e. by agreement of all members:
- a. alter the objective and these statutes of the EEIG,
 - b. the approval of the annual budgets,
 - c. amending of financial structure,
 - d. alter the contributions of all or certain members for the financing of the EEIG,
 - e. the setting-up and amending of an internal regulation with rules of procedure for the members, which do not affect the statutes,
 - f. the setting-up and further regulations of all possible additional internal bodies, in particular on its number of members, composition, tasks, competences and activities,
 - g. transfer of the registered office of the EEIG in another Member State,
 - h. admit new members,
 - i. admit associated members and approve the Association Agreement,
 - j. admit observers,
 - k. decision on the ownership and use of intellectual property rights in accordance with article 21.
 - l. the discharge of the auditor(s).

For the sake of clarity it is noted that also the mandatory provisions of the applicable regulation have to be observed (such as at the time of signing Art. 17 and Art. 26.1 of Council Regulation No 2137/85).

- (2) The members decide by a **two-third majority** of the voting members on:
- a. the approval of the annual financial accounts of the previous year,
 - b. the regulation of distribution of losses should there be any,
 - c. the election of financial auditor(s) for the EEIG,
 - d. the election of the Executive Director and the Financial Manager,
 - e. the approval of the activities of the Executive Director and the Financial Manager within their regular competences. If they act *ultra vires* a unanimous decision is needed for approval
 - f. the liquidation, dissolution or winding-up of the EEIG,
 - g. the discharge of the Executive Director and the Financial Manager.

(3) As far as these statutes (or the applicable mandatory regulation) do not specify any other decision making order, all other decisions of the members are taken with a two-third majority of the votes.

(4) Abstentions are not taken in to account in two-third majority votes.

13. Executive Director and Financial Manager

(1) The Executive Director and the Financial Manager are responsible for the implementation of the decisions of the Steering Committee and represent the EEIG only by acting jointly vis-à-vis third parties within the limits of the objectives of the EEIG.

The Executive Director and the Financial Manager are responsible for the normal and current everyday management of the EEIG. The Executive Director and the Financial Manager are accountable to the Steering Committee. The Steering Committee can bestow further responsibilities on the Executive Director and the Financial Manager via internal regulations or on a case-by-case basis in accordance with art. 12 (1).

(2) The Executive Director is responsible for the overall coordination and monitoring of the programme activities.

(3) The Financial Manager is responsible for managing the overall budget. She/he shall report to the Executive Director.

(4) Executive Director and the Financial Manager can be only natural persons.

(5) The term of office of the Executive Director and the Financial Manager is three years. Reappointment is possible; however appointments beyond a second term have to be decided by the Steering Committee in a unanimous decision.

14. Conflict of interests

The Executive Director, Financial Manager and members of the Steering Committee must indicate to the Steering Committee and the Executive Director without any delay and in writing any possible conflicts of interest in relation to the activities of the EEIG, especially any decisions of the EEIG. The Steering Committee shall process each such notification and shall take a formal decision regarding each such case.

15. Restrictions to the activities of the Executive Director

The total budget cannot be exceeded unless the Steering Committee approves it beforehand.

Reallocation of funds within the budget exceeding altogether 10.000 EUR shall be approved by the Steering Committee in advance.

However, taking loans always requires a Steering Committee decision beforehand.

16. Financing of the EEIG

(1) *The EEIG and its projects are financed by a virtual common pot. The members can decide otherwise by a unanimous decision.*

The principles of the funding and for example the concept of the virtual common pot shall be defined separately in a common memorandum of the members.

At the time of signing the agreement the virtual common pot shall primarily consist of:

a. national money contributions, which will remain on national level, but will be distributed strictly in accordance with the Steering Committee recommendations; and

b. European Community contributions, which are added on top of the consolidated national contributions and are governed on both the EEIG and national level.

For the sake clarity it is further noted that EEIG shall receive compensation for the scientific co-ordination and administration expenses as national money contributions and may also to some limited extent receive compensation for these purposes from the European Community.

(2) *The EEIG is allowed to accept:*

a. public or private grants, project means and subsidies,

b. membership fees (which have to be determined by a unanimous vote of the Steering Committee),

c. in-kind contributions,

d. own revenues, and/or

e. donations (conditional donations approved by the Steering Committee).

17. Balance of Possible Losses

(1) *The EEIG is a non-profit-making body. It cannot distribute any profits arising at the end of the fiscal year and shall reinvest any surplus in its activities.*

(2) *If the revenues to cover current costs of the EEIG are not sufficient, the members are responsible for uncovered costs by cash deposits. Losses are allotted firstly to the obvious causer/originator.*

If it is not possible to identify a causer with a due effort, first half of the losses is allotted equally among the members and second half in proportion to the funding cumulative received from the European Commission by the member. Internally the members shall, as far as possible, try to limit each member's liability to the funding cumulative received from the European Commission.

(3) *The EEIG will have to issue an early warning in case it appears that additional funding shall be required, at the earliest possible date.*

18. Liability Questions

(1) *Internal liability of the members is determined by an Agreement on Liability to be set up separately.*

(2) *New members shall not be liable for debts originating prior to their admission to the grouping.*

19. Research Results

(1) The results of all research activities funded by the EEIG are public. The Steering Committee may unanimously decide otherwise if the protection or other exploitation of the results requires confidentiality or if the results include trade or commercial secrets.

(2) If the results are utilised, due acknowledgements have to be undertaken in all publications.

20. Intellectual Property Rights

(1) The members are jointly entitled to the intellectual property rights (copyright, patents, registered designs, brand symbols and similar rights) that have been granted to EEIG or applied for due to the activities of the EEIG on behalf of the EEIG, if the Steering Committee does not state another kind of distribution by unanimous decision.

(2) These rights shall be enforced by the Executive Director on behalf of the EEIG and applied for respectively, if applicable.

(3) The exploitation of the intellectual property rights of the EEIG shall be decided in a separate unanimous decision of the members..

21. Annual Accounts

(1) The Executive Director and the Financial Manager are obliged to draw up the annual accounts in accordance with the applicable legislation of Finland (at the time of signing this agreement the accounts have to be handed over to the auditor within four months of the end of the financial year)..

(2) The annual accounts have to be sent to the members at least two weeks before the annual Steering Committee meeting.

22. Auditor

EEIG has one auditor and one deputy auditor. However, in case a publicly certified (e.g. by the Finnish Central Chamber of Commerce certified) audit community is elected as the auditor, no deputy auditor is required.

23. Languages

(1) The official language of the EEIG towards authorities of the country of registration will be the country's official EU language(s) as well as English.

(2) The official language of the grouping in all other internal declarations, minutes or other documents by members and possible other organs, e. g. the Steering Committee, shall be English; but any other EU official language is possible if decided so.

(3) Programme correspondence including calls and instructions to project proposers, research proposals, reports and other supplementary documents, shall be provided in English.

24. Representation

(1) When exercising their rights, as resulting from their membership, members can give a written authorisation to represent them to another member or to another representative.

(2) The authorisation shall be deposited with the EEIG.

25. Notices

Any notice, request, consent and other communication to be given by a party under this Agreement (hereinafter called a "Notice") shall be in writing and in English and deemed to be valid and effective if:

- personally served on the other party; or
- sent by registered prepaid airmail (or if registered mail is not available by normal mail/airmail); or
- sent by telefax

to the relevant party's below address or at such other address as a party may designate from time to time in accordance with this Clause:

- **BONUS – Baltic Organisations Network for Funding Science EEIG**

c/o FiRD Coop,
Vilhonvuorenkatu 6,
PL 99,
00501 Helsinki,
Finland
FAX: + 358 7748 8448

To the attention of Ms Kaisa Kononen

- **Danish Agency for Science, Technology and Innovation**

(The Danish Natural Science Research Council)
Bredgade 40,
1260 Copenhagen K,
Denmark
FAX: +45 35 44 62 01

To the attention of: Ms Inge Mærkedahl

- **Estonian Science Foundation**

Endla 4
10142 Tallinn,
Estonia

FAX: +372 699 6211

To the attention of Mr Meelis Sirendi

- **Agency for International Science and Technology Development Programmes**
A.Gostauto st. 12-219,
LT-01108 Vilnius,
Lithuania
FAX: +370 8 5231 2293

To the attention of Ms. Birute Bukauskaite

- **FiRD Coop.**
Vilhonvuorenkatu 6,
PL 99,
00501 Helsinki,
Finland
FAX: + 358 7748 8229

To the attention of Mr Juha Sarkio

- **Swedish Environmental Protection Agency**
106 48 Stockholm,
Sweden
FAX: + 46 8 6981664

To the attention of Mr Erik Fellenius

- **Swedish Research Council for Environment, Agricultural Sciences and Spatial Planning**
P.O. Box 1206
111 82 Stockholm
Sweden
FAX: +46 8 775 40 10

To the attention of Mr Hans-Örjan Nohrstedt

Any notice shall be deemed to have been served:

- in the case of personal service: at the time of service;
- if sent by facsimile within 1 (one) hour of transmission during business hours at its destination or within 24 (twenty four) hours if not within business hours; but subject to proof by the sender that it holds an acknowledgement confirming receipt of the transmitted notice in readable form; and
- if sent by post within 48 (forty-eight) hours of posting (exclusive of the hours of Sunday) if posted to an address within the country of posting and 7 (seven) days of posting if posted to an address outside the country of posting.

26. Governing Law

This agreement shall be governed by and construed in accordance with the laws of Finland (including also EC Regulation 2137/85).

27. Mediation and Arbitration

All disputes or other differences arising out of or in connection with this agreement, which cannot be settled amicably shall be resolved in arbitration in accordance with the rules of the Arbitration Institute of the Finnish Central Chamber of Commerce in Helsinki.

The arbitration tribunal shall consist of three (3) arbitrators. The arbitration proceedings shall be conducted in English.

28. Order of preference

In case of discrepancy between the provisions of this Agreement and the Liability Agreement or the Association Agreement, the following order of preference shall apply:

- 1. The Statutes of EEIG*
- 2. The Association Agreement*
- 3. The Liability Agreement*

29. Severability Clause

If one regulation of these statutes should be or become invalid, the rest of the statutes remain completely valid. The members commit themselves to help to replace the invalid regulation by an effective regulation that comes as close as possible to the invalid regulation, in the sense of the originally wanted orientation.

30. Amendments or Additions to these EEIG Statutes

Amendments or additions to these statutes must be drawn up in writing. They are invalid if they do not meet this requirement. This applies as well for an agreement waiving the requirement of written form.

31. Date and signatures

Helsinki, 19. 4. 2007

Danish Agency for Science, Technology and Innovation

Inge Mærkedahl

INGE MÆRKEDÅLL

Estonian Science Foundation

MEELIS SIRENDI

Meelis Sirendi

Agency for International Science and Technology Development Programmes

Birutė Bukauskaitė

Birutė Bukauskaitė

FiRD Coop

Juha Lind

JUHA LIND

Swedish Environmental Protection Agency

Erik Fellenius

Erik Fellenius

Swedish Research Council for Environment, Agricultural Sciences and Spatial Planning

Hans-Organ Nihvstedt

Hans-Organ Nihvstedt