

**STATUTE
of the “European Gravitational Observatory” (EGO) Consortium**

PART I : GENERAL PROVISIONS

**Article 1
ESTABLISHMENT, NAME AND HEADQUARTERS**

The Consortium whose social denomination is “European Gravitational Observatory” (EGO) is established in pursuance of articles 2602 and following and 2612 and following of the Codice Civile (the Italian Civil Code) and the present Statute.

The Consortium shall undertake non-profit making activities for basic research.

The Consortium shall have its registered offices in Traversa H di Via Macerata, Santo Stefano a Macerata, I-56021 Cascina, (PI) Italy.

**Article 2
PURPOSE**

The Consortium shall have as its purpose the promotion of research in the field of gravitation in Europe.

In this connection and in particular, the Consortium pursues the following objectives:

- ensures the end of the construction of the antenna VIRGO, its operation, maintenance and the upgrade of the antenna as well as its exploitation;
- ensures the maintenance of the related infrastructures, including a computer centre and promotes an open co-operation in R&D;
- ensures the maintenance of the site;
- carries out any other research in the field of gravitation of common interest of the Members;
- promotes the co-operation in the field of the experimental and theoretical gravitational waves research in Europe;
- promotes contacts among scientists and engineers, the dissemination of information and the provision of advanced training for young researchers.

Article 3
DURATION

The Consortium is established for an initial period of ten years and may be automatically extended for successive periods of five years with the unanimous agreement of all its Members.

Article 4
OBLIGATIONS OF MEMBERS

1. Members shall abide by the rules set out in the present Statute and the deliberations of the Consortium bodies.
2. Each Member puts at the disposal of the Consortium the technical and scientific know-how, professional capabilities and all the necessary means for the best possible achievement of the Consortium's purpose, in accordance with medium-term scientific and financial programmes.

Article 5
NEW MEMBERSHIPS

1. New Members may accede to the Consortium subject to the unanimous decision of the Council.
2. Conditions for accession shall be set out in an agreement between the Consortium and the acceding Member.

Article 6
INITIAL CONTRIBUTIONS

1. INFN shall make available free of charge for the Consortium's use, the site in Cascina as marked on the plan attached as Annex 1.
2. The site, buildings and equipment shall remain the property of the respective owners and they shall be granted free rights of occupation and use. The modalities and right of use (Comodato d'uso gratuito) shall be defined in a specific agreement between the Consortium and the Member concerned.

Article 7
CONSORTIUM FUND

1. The Consortium fund is made up of subscriptions by the Members.

The amount of this subscription of each Member shall be ten thousand Euros (10'000 Euros)

2. The amount of this subscription may be modified by the unanimous decision of Council.

Article 8
ANNUAL CONTRIBUTIONS

1. Until such time that CNRS and INFN remain the sole Members of the Consortium, they shall contribute annually to the operating costs (both to the capital expenditure and to the current operating expenses) with the following share :
fifty percent (50 %) for CNRS;
fifty percent (50 %) for INFN.
2. In case new members accede to the Consortium, the Council shall set up a new share of the annual contributions.
3. In addition, the Consortium may receive other contributions from public or private entities for the financial support of activities falling within the scope of Art. 2 of the present Statute.

Article 9
FINANCIAL YEAR

1. The Consortium activities shall be planned on the basis of medium-term scientific programmes as well as medium-term financial estimates.
2. The financial year shall begin on 1 January and end on 31 December.

Article 10
CONSORTIUM REGISTERS

In addition to the books and accounts foreseen by law, the Consortium shall keep:

the register of Members;
the register of the Council meetings and its deliberations;
the register of the reunions by the Board of Auditors and their conclusions.

Article 11
ARRANGEMENTS WITH OTHER USERS

1. The Consortium shall be open to other users, i.e. to organisations and research groups not acceding to the Consortium but willing to make long term use of its facilities.

In the latter case, an ad hoc arrangement shall be stipulated with the Consortium.

2. The Consortium may also make arrangements for scientific and technical co-operations with other entities sharing an interest in the field of gravitational waves.

PART II : MANAGEMENT

Article 12 BODIES OF THE CONSORTIUM

The organs of the Consortium shall be:

1. The Council and its President,
2. The Director,
3. The Board of Auditors.

Article 13 THE COUNCIL

1. The Council is the Assembly meeting of the Consortium Members and is made up of all the Members.
2. Each Member shall appoint to the Council a delegation composed of up to three counsellors. Counsellors may be accompanied by advisors in accordance with the Council rules of procedure.
3. The Council shall meet at least twice a year. The meetings shall not be public.

Unless the Council decides otherwise, the Director and the Chairpersons of the Committees established by Council shall attend meetings of the Council in a consultative capacity.

4. The Council shall elect by a qualified majority a President and a Vice President for a period of two years and they shall be drawn from different delegations.
5. The qualified majority means 90 % of the total Members' Contributions to the annual budget of the Consortium in accordance with Art. 8.
6. Each Member shall have a vote corresponding to its percentage contribution as defined in Art. 8. The Member's vote is expressed by the counsellor designated.
7. The Council is convened by the President via registered mail with receipt returned to the sender, or telegram or fax or e-mail with receipt of acknowledgement; these must reach the domicile of the counsellors at least eight days before the date fixed for the meeting. In case of particular urgency, the notice can be reduced to three days. The convocation shall include the agenda, the indication of the day, the hour and the place of the meeting. The Council shall be validly constituted when at least two counsellors are present, representing each delegation.
8. The Council is deemed regularly convened and can validly deliberate without there being a regular convocation if all the delegates are present.

9. The Council shall be chaired by the President who shall appoint a Secretary.
10. The Council deliberations shall be entered in the minutes and be signed by the President and the Secretary; the minutes shall then be transcribed in the register of the Council meetings and its deliberations.

Article 14

RESPONSIBILITIES OF THE COUNCIL

1. The Council shall define the Consortium's policy, shall appoint the Director, shall establish his mandate and issue him with the appropriate instructions.
2. The Council shall decide in particular:
 - a) the admission of new Members;
 - b) the amendments to the Statute;
 - c) the medium-term scientific programme;
 - d) short and medium-term arrangements with the VIRGO collaboration;
 - e) arrangements with other organisations, groups or entities in accordance with Art. 11;
 - f) the policy concerning intellectual property, scientific and technical publications and communications;
 - g) the appointment of the Director, establish his mandate as well as his contractual conditions;
 - h) the establishment and the terms of reference of the Scientific and Technical Advisory Committee and of any other ad hoc committee;
 - i) the appointment of the Chairman and the Vice-Chairman of each committee;
 - j) the annual budget forecast, the medium-term financial estimates, including the staff plan;
 - k) the closure and the approval of the annual accounts and the "quietus" given to the Director;
 - l) the Council rules of procedure;
 - m) the financial rules and the procedures concerning purchases;
 - n) the rules of procedure and the terms of reference of the Board of Auditors;
 - o) the staff rules;
 - p) any other question relevant to the activity of the Consortium.
3. The Consortium takes its decisions unanimously for items set out in paragraph 2 above, letters a) and b) and by a qualified majority (as defined in Art 13.5) for the remaining items.

Article 15

THE PRESIDENT

1. The President shall take care of the relationships of the Consortium with the public authorities, with Members and with third parties including the scientific community unless otherwise decided by the Council.
2. The President shall have the following functions:

- a) he shall chair the Council and, in particular, he shall convene Council meetings and take care of the Council agenda and the minutes of the meetings;
 - b) he shall supervise the fair implementation of all Council decisions;
3. The Vice-President shall replace the President in case of absence or impediment.

Article 16
THE DIRECTOR

1. The Director shall be the legal representative and the chief executive of the Consortium, he shall be the signatory of the Consortium. He can be assisted by one or more deputy directors. For individual acts or categories the Council can authorize the Director to give power of attorney to the deputy directors.
2. The Director is appointed by Council for a period of up to five years, chosen among individuals with managerial capacity and specific experience in those matters falling in the domain of the Consortium.
3. The Director shall implement all Council decisions. In this connection, he shall attend Council meetings in a consultative capacity. He shall direct and co-ordinate all the activities of the Consortium, in accordance with Council decisions. He is responsible to the Council in this respect.
4. The Director shall submit to the Council:
 - a) the annual report on the Consortium's activities;
 - b) the accounts for the preceding financial year;
 - c) a proposed budget and staff plan for the coming financial year in accordance with the financial rules;
 - d) the medium-term scientific programme, the financial and the staff plan.

Article 17
THE SCIENTIFIC AND TECHNICAL ADVISORY COMMITTEE

1. The Council shall set up a Scientific and Technical Advisory Committee (STAC), composed of up to ten scientific personalities.
2. The Council shall appoint the chairperson to the STAC.
3. Council Member Delegates may attend meetings of the STAC as observers.
4. The STAC shall advise the Council on scientific and technical activities carried out by the Consortium.

Article 18
BOARD OF AUDITORS

1. The Board of Auditors shall consist of three active members and two deputies, in pursuance of articles 2397 and following of the Codice Civile (the Italian Civil Code).
2. Members shall be appointed by the Council and shall remain in office for three years.
3. In case an active auditor resigns from office or for any other reason leaves auditorship, he shall be replaced by the senior deputy auditor, until his term of office expires.
4. The deliberations of the Board of Auditors shall be entered in the minutes and signed by those present; these must be transcribed in the register of the reunions and deliberations of the Board of Auditors.

Article 19
STAFF

1. With a view of ensuring the best possible performance of the Consortium's institutional object, the staff of the Consortium shall include engineers, technicians and administrative staff. It shall include a limited number of researchers.
2. Researchers shall be recruited for a five year maximum. The remaining staff shall be engaged on contracts whose duration shall not exceed that of the Consortium.
3. The staff of the Consortium shall be either directly recruited by the Consortium, or seconded or detached by their respective Institutions.

PART III : WITHDRAWAL, EXCLUSION,
DISSOLUTION, AMENDMENTS

Article 20
WITHDRAWAL

Members may withdraw from the Consortium at the end of each period defined in Art. 3 upon giving two years notice. Such notice shall be officially given in writing to the Consortium.

Article 21
EXCLUSION OF MEMBERS

The exclusion of Members from the Consortium shall be decided by the Council in case of serious and repeated violations of the Statute. This decision is taken unanimously by Council, the Member concerned not taking part in the vote.

Article 22
CONSEQUENCES OF WITHDRAWAL AND EXCLUSION

In case of withdrawal or exclusion of a Member, he shall remain bound in respect of all pending obligations and undertakings towards the Consortium and third parties at the time of his leaving ; of any compensation for damages at the charge of the Consortium due to decisions or acts occurring prior to his withdrawal or exclusion. He shall participate in the costs for dismantling the Consortium installations.

Article 23
CONDITIONS FOR DISSOLUTION

1. The conditions for dissolution shall be the following:
 - a) expiration of time;
 - b) achievement of the purpose of the Consortium or supervening impossibility thereof;
 - c) mutual agreement of Members;
 - d) force majeure.

Article 24
SETTLEMENT OF ASSETS

1. In case of dissolution of the Consortium as well as in the event that the Members decide not to extend the Consortium after the expiration date, the Consortium shall remain bound in respect of all pending obligations and undertakings towards third parties.
2. In the above-mentioned caese, Members shall define in writing the conditions and costs for dismantling all the installations used by the Consortium.
3. Members shall also devolve the Consortium fund, settle the debts and compensation for losses, in proportion to their total financial contribution.

Article 25
AMENDMENTS TO THE STATUTE

Amendments to the Statute shall be agreed unanimously by the Council.

Article 26
DISPUTES

1. The Members shall do their utmost to settle disputes concerning the interpretation or the application of the present Statute amicably (out of court).
2. If the Members cannot reach agreement on the settlement of a dispute, each Member concerned may submit the dispute for decision to an arbitration tribunal, following the arbitration rules established by UNCITRAL.
3. Each party to the dispute shall appoint a referee. The referees thus appointed shall choose a national of a State other than the State of the Members in dispute to act as umpire and chairman of the arbitration tribunal, with casting vote. The referees shall be appointed

within two months from the date of the request for settlement by means of arbitration, and the chairman within three months from that date.

4. If the time limits specified in the foregoing paragraph are not observed and no other arrangement is found, each party to the dispute may request the president of the “Tribunale di Pisa” to appoint one or more components of the arbitration tribunal as required.

Article 27
APPLICABLE LAW

For issues which are not governed by the present Statute, the Codice Civile (the Italian Civil Code) and all the other Italian laws related thereto shall apply.

Article 28
ENTRY INTO FORCE

The present Statute shall enter into force on the date of the signature of the “Atto Costitutivo” (Consortium Act).