

## **STATUTES of the "European Gravitational Observatory" (EGO) Consortium**

### **PART I: GENERAL PROVISIONS**

#### **Article 1 ESTABLISHMENT, NAME AND REGISTERED ADDRESS**

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 of the present Statutes.

The Consortium promotes non-profit activities for the sake of fundamental research.  
The Consortium has its registered offices in Via Edoardo Amaldi, 5 - 56021 Cascina (PI), Italy.

#### **Article 2 PURPOSE**

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

In this context, the Consortium pursues the following objectives:

- ensures the functioning of the VIRGO antenna, its maintenance, its operation and the improvements to be made;
- 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 for the Members;
- promotes the co-operation in the field of the experimental and theoretical gravitational waves research in Europe. This includes support towards progress for the next-generation of gravitational wave detectors;
- promotes contacts among scientists and engineers, the dissemination of information and the provision of advanced training for young researchers;
- promotes communication, outreach, education and engagement of citizens at large on the theme of gravitational waves and Multi-messenger Astronomy;
- contributes to the technological development and to the dissemination of the related results, in collaboration with international, European and national bodies and organizations;
- promotes the industrial exploitation of knowledge, technologies and other results of the conducted research.

### Article 3 DURATION

The duration of the Consortium is set until 10 December 2025 and it may be extended for successive periods of five years by the unanimous agreement of its Members.

### Article 4 MEMBERS OF THE CONSORTIUM

The Consortium shall be composed of the Founding Members and the Associate Members, collectively referred to as Members. The Founding Members are Istituto Nazionale di Fisica Nucleare (INFN) and Centre National de la Recherche Scientifique (CNRS).

The Associate Members shall be public entities, research institutions, international organizations and universities acceding to the Consortium after its foundation and sharing its purposes and objectives as set out in art. 2. They shall have access to the resources and equipment of the Consortium and shall participate in the research activities falling within the scope of art. 2 of the present Statutes as well as in the use of its results.

### Article 5 OBLIGATIONS OF THE MEMBERS

1. The Members abide by the rules of the present Statutes 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, including financial, for the best possible achievement of the Consortium's purpose, in accordance with medium- and long-term scientific and financial programs.

### Article 6 NEW MEMBERSHIPS

1. The Consortium shall be open to the admission of new Associate Members. New Associate Members willing to join the Consortium shall submit a written application to the Director of the Consortium.
2. The application shall be evaluated and approved by the Council.

### Article 7 INITIAL CONTRIBUTIONS

1. INFN shall provide the consortium with its properties, both land and buildings, that are part of the Cascina site, free of charge.
2. INFN and CNRS shall provide the Consortium with the equipment respectively identified by each Founding Member, free of charge.
3. The land, buildings and equipment shall remain the property of the owners, who grant rights of occupation and use, free of charge. The terms and conditions on which such land, buildings and equipment are granted shall be laid out in specific agreements entered into by and between the Consortium and the Member concerned and such agreements shall be kept in the Consortium's records.

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#### **Article 8 CONSORTIUM FUND**

1. The Consortium's fund is composed of the subscriptions of only the Founding Members. The amount of the subscription for each Founding Member is set to fifty thousand Euros (50.000,00 Euros).
2. The amount of the subscription may be modified by a decision of the Council.

#### **Article 9 ANNUAL CONTRIBUTIONS**

1. The Founding Members contribute annually to the operating costs, both to capital expenditures and running costs, in equal measure.
2. The Council shall determine the annual contributions that shall be made by the future Associate Members.
3. In addition, the Consortium may receive other contributions from public or private entities for the financial support of the activities falling within the scope of Art. 2 of the present Statutes.

#### **Article 10 FINANCIAL YEAR**

1. The Consortium activities are planned on the basis of medium- and long-term scientific programs as well as medium- and long-term financial estimates.
2. The financial year begins on January and ends on 31 December.

#### **Article 11 CONSORTIUM REGISTERS**

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

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

#### **Article 12 AGREEMENTS WITH THIRD PARTIES**

1. The Consortium is open to other users, i.e. to organizations 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.

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2. The Consortium may also conclude agreements of scientific and technical cooperation with other entities sharing an interest in the field of gravitational waves.

### **PART II: MANAGEMENT**

#### **Article 13 ORGANS 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 14 THE COUNCIL**

1. The Council is the Assembly of the Members.
2. Each Founding Member shall appoint to the Council a delegation composed of up to three Councilors. Each Associate Member shall appoint to the Council a delegation composed of up to two Councilors. Each Member shall inform the President of the Council in writing of any appointment or termination of appointment of its Councilors to the Council without undue delay.

3. Councilors may be assisted by advisors in conformity with the Council rules of procedure.
4. The Council shall meet at least twice a year, the meetings of the Council are not public.
5. Unless the Council decides otherwise, the Director and the Chair of the committees established by the Council participate in the Council meetings in the capacity of advisors.
6. The Council shall elect a President and a Vice President from the delegations of the Members for a period of office not exceeding two years. Each position must be assigned to different delegations. Re-election of the same person shall be permitted once for a second term not exceeding two years.
7. The Council is chaired by the President who appoints a Secretary.
8. The meetings of the Council shall be convened by the President by any written means, sent at least eight days before the set date of the meeting, with acknowledgement of receipt. Such notice shall include the agenda, as well as the day, time and place of the meeting. The Council's quorum shall be reached when at least two delegation's Councilors per Founding Member and at least one delegation's Councilor per Associate Member are in attendance. If the quorum is not reached, the Council shall be reconvened on the same agenda and, in that case, the quorum shall be reached when two delegation's Councilors per Founding Member are in attendance.
9. The Council shall be deemed to have been regularly held and can validly pass resolutions even without a notice of meeting, if all Councilors are in attendance and no one objects to the items on the agenda.
10. If it is required in the interest of the Consortium, extraordinary meetings of the Council may also be convened by the President, upon request of one Member or of the Consortium's Director.



11. Meetings may also be convened by teleconference.
12. The Council deliberations must be transcribed in the minutes and be signed by the President and the Secretary. The minutes must then be transcribed in the register of the Council meetings and deliberations.

#### Article 15 POWERS OF THE COUNCIL

1. The Council defines the policy of the Consortium, appoints the Director, establishes his mandate and issues the appropriate instructions to him.
2. Each Member is entitled to one vote. The Members' vote is cast by the Councilor who has been appointed for the purpose by each delegation.
3. It is understood that as far as possible the Council will take all decisions by consensus and not by voting. "Consensus" means the achievement of general support of the Councilors without a vote and with no Councilors having voiced any objection to the proposal.
4. The following matters shall require the approval of the Council by a unanimous vote:
  - a) the admission of new Associate Members;
  - b) the amendments to the present Statutes;
  - c) the dissolution of the Consortium;
  - d) the exclusion of Members.
5. The following matters shall require the approval of the Council by a qualified majority:
  - a) the appointment of the Director, the establishment of his mandate as well as his contractual arrangements;
  - b) the annual budget forecast, the medium- and long-term financial estimates, including the staff plan;
  - c) the closure and the approval of the annual accounts and the discharge of responsibilities given to the Director;
  - d) the financial rules and the procurement rules;
  - e) the modifications of the amount of the Consortium's fund;
  - f) the medium and long-term scientific program;
  - g) the annual contributions of the Associate Members;
  - h) the sharing of the decommissioning costs among the Members.

Items of this paragraph, letters a), b), e) and f) require a positive vote of both Founding Members.

6. The following matters shall require the approval of the Council by a simple majority:
  - a) short and medium-term arrangements with the Virgo collaboration;

- b) arrangements with third Parties;
- c) the policy concerning intellectual property, scientific and technical publications and communications;
- d) the establishment and the terms of reference of the Scientific and Technical Advisory Committee, the Administrative and Financial Advisory Committee and of any other ad-hoc committee;
- e) the appointment of the chairperson of each committee;
- f) the Council rules of procedure;
- g) the staff rules;
- h) the election of the President and the Vice-President of the Council;
- i) any other question relevant to the activity of the Consortium.

#### Article 16 VOTING PROCEDURE

1. "Unanimity" means that all of the Members attending a Council meeting vote in favour of a resolution.
2. "Qualified majority" means that 51% of all of the Members attending a Council meeting and accounting for 75% of the annual contributions accrued over the past three years vote in favour of a resolution.
3. "Simple majority" means that 51% of all of the Members attending a Council meeting and accounting for 51% of the annual contributions accrued over the past three years vote in favour of a resolution.

#### Article 17 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/she shall chair the Council and, in particular, he/she shall convene the Council meetings and take care of the Council agenda and the minutes of the meetings;
  - b) He/she shall supervise the implementation of all Council decisions;
3. The Vice-President shall replace the President in case of absence or impediment.

#### Article 18 THE DIRECTOR

1. The Director is the legal representative and chief executive of the Consortium. He/she has the signatory powers of the Consortium. He/she can be assisted by one or more deputy directors. For specific or generic acts or categories, the Council may authorize the Director to give power of attorney to the deputy directors.



2. The Director is appointed by the Council for a period of maximum five years, chosen among individuals with managerial capacity and specific experience in those matters falling in the domain of the Consortium.
3. The Director implements all Council decisions. He/she attends the Council meetings in a consultative capacity. He/she directs and co-ordinates all the activities of the Consortium, in accordance with Council decisions. He/she is in this respect responsible to the Council.
4. The Director shall submit to the Council:
  - a) the annual report on the Consortium's activities;
  - b) the accounts of the previous financial year;
  - c) an estimated budget and staff plan for the coming financial year in accordance with the financial rules;
  - d) the scientific program, financial and staff plan for the medium and long term.

#### **Article 19 THE SCIENTIFIC AND TECHNICAL ADVISORY COMMITTEE**

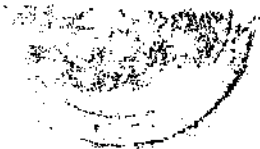
1. The Council shall set up a Scientific and Technical Advisory Committee (hereinafter named STAC), composed of up to twelve scientific personalities.
2. The Council shall appoint the chairperson to the STAC.
3. Councilors may attend meetings of the STAC as observers.
4. The STAC shall advise the Council on scientific and technical activities carried out by the Consortium. Its tasks and objectives are defined in the STAC Terms of Reference.

#### **Article 20 THE ADMINISTRATIVE AND FINANCIAL ADVISORY COMMITTEE**

1. The Council establishes an Administrative and Financial Advisory Committee (hereinafter named AFC), composed of up to two experts for each Member.
2. The council appoints the chairperson to the AFC.
3. The President of the Council may attend the meetings of the AFC as an observer.
4. The AFC is charged with the general responsibility of advising the Council on legal, administrative and financial matters.
5. The AFC's tasks and objectives, composition and committee membership, as well as the rules of procedure, are defined in the AFC Terms of Reference.

#### **Article 21 BOARD OF AUDITORS**

1. The Board of Auditors is composed of three active members and two deputies, according to article 2397 and following articles of the Codice Civile (the Italian Civil Code).
2. Members are appointed by the Council and remain in office for three years.



3. In case an active auditor resigns from office or for any other reason leaves auditorship, he/she is replaced by the senior deputy auditor until the expiration of his term of office.
4. The deliberations of the board of Auditors shall be entered in the minutes and signed by those present; it will then be transcribed in the register of meetings and deliberations of the Board of Auditors.

**Article 22 STAFF**

1. In order to ensure the optimal execution of the Consortium's institutional purposes, the staff of the Consortium includes engineers, technicians and administrative staff. It also includes a limited number of researchers.
2. Researchers shall be recruited for a five-year period maximum. The remaining staff is engaged on contracts whose duration cannot exceed that of the Consortium.
3. The staff of the Consortium shall be either directly recruited by the Consortium or seconded or detached by the respective institutions to which they belong.

**PART III: WITHDRAWAL, EXCLUSION, DISSOLUTION, AMENDMENTS**

**Article 23 WITHDRAWAL**

Members may withdraw from the Consortium upon two years' notice. Such notice must be officially given in writing to the Consortium.

**Article 24 EXCLUSION OF MEMBERS**

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

**Article 25 CONSEQUENCES OF WITHDRAWAL AND EXCLUSION**

In case of withdrawal or exclusion of a Member, it will remain responsible for all pending obligations and undertakings towards the Consortium and third parties at the time of leaving, of any compensation for damages at the charge of the Consortium due to decisions or acts occurring prior to the withdrawal or exclusion. It contributes to the costs for decommissioning the Consortium facilities, according to a sharing decided by the Council.

**Article 26 CONDITIONS FOR DISSOLUTION**

The conditions for the dissolution of the Consortium shall be the following:





- a) expiration of the term;
- b) achievement of the purpose of the Consortium or supervening impossibility thereof;
- c) resolution of the Council;
- d) force majeure.

**Article 27 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 remains bound in respect of all pending obligations and undertakings towards third parties.
2. In the above-mentioned case, Members have to contribute to the costs of all administrative and technical actions needed for decommissioning all the facilities used by the Consortium. This means that the Consortium's facilities will cease operations and be withdrawn from service for safe dismantling.
3. Subsequently, any dismantling of the Consortium's facilities will be at the expense of the Founding Members.
4. The Consortium's fund shall be redistributed among the Founding Members in proportion to their financial contribution, once debts are settled and losses compensated.

**Article 28**

**AMENDMENTS TO THE STATUTES**

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

**Article 29 DISPUTES**

1. The Members shall do their utmost to settle amicably their disputes concerning the interpretation or the application of the present Statutes.
2. In case of persistent disagreement, the dispute shall be brought before the Italian courts having jurisdiction over the matter.

**Article 30 APPLICABLE LAW**

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

**Article 31 LANGUAGE**

The present Statutes are written in the Italian and English language. Nevertheless, the Italian version shall prevail over the others in case of divergence of interpretation.

- F.to Maria Antonietta Ferro
- " Marco Pallavicini
- " Berrie Giebels
- " Stanislaus Cornelius Maria Bentvelsen
- " Maria Antonietta Ferro interprete
- " Giovanni Losurdo TESTE
- " Emanuela Mercatali TESTE
- " Barbara Bartolini Notaio

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