

**ARTICLES OF ASSOCIATION**  
**of the European Gravitational Observatory (EGO) Consortium**  
**(Osservatorio Gravitazionale Europeo)**

**PART I: GENERAL PROVISIONS**

**Article 1 INCORPORATION, CORPORATE NAME AND REGISTERD OFFICE**

The consortium, whose corporate name is European Gravitational Observatory (EGO) (Osservatorio Gravitazionale Europeo) is established pursuant to and in accordance with Articles 2602 et seq. and 2612 et seq. of the Italian Civil Code and pursuant to these Articles of Association.

The Consortium promotes nonprofit activities in support of basic research.

The Consortium has its registered office at Via Edoardo Amaldi, 5 - 56021 Cascina (PI), Italy.

**Article 2 - SCOPE**

The Consortium scope is to promote research in the field of gravitation in Europe.

In this context, the Consortium aims to:

- ensure the operation of the VIRGO antenna, its maintenance, use, and improvements to be made;
- ensure the maintenance of related infrastructure, including a computer centre, and promote open cooperation in research and development;
- ensure the maintenance of the site;
- carry out any other research in the field of gravitation that is of common interest to the Consortium members;
- promote the cooperation in the field of experimental and theoretical research on gravitational waves in Europe. This includes supporting progress for next-generation Gravitational Wave Detectors;
- promote contacts between scientists and engineers, dissemination of information and advanced training of young researchers;
- promote communication, awareness, education and engagement of the general public on the topic of gravitational waves and Multi-messenger Astronomy;
- contribute to technological development and the dissemination of related results, in cooperation with national, European and international bodies and organizations;
- promote the industrial exploitation of the knowledge, technologies and other results of the research carried out.

**Article 3 - TERM**

The term of the Consortium shall be until 10 December 2030, and may be extended for successive periods of five years pursuant to Articles 15 and 28 of these articles of association.

**Article 4 CONSORTIUM MEMBERS**

The Consortium is composed of the Founding Consortium Members and Associated Consortium Members, collectively

called Consortium Members. The Founding Consortium Members are the Istituto Nazionale di Fisica Nucleare (INFN) and the Centre National de la Recherche Scientifique (CNRS). Associated Consortium Members are public bodies, research institutions, international organizations and universities that join the Consortium after its founding and share its goals and objectives as set forth in Article 2. They will have access to the Consortium's resources and equipment; will participate in research activities that fall within the scope of Art. 2 of these Articles of association and will be entitled to use the relevant results.

#### **Article 5 - CONSORTIUM MEMBERS OBLIGATIONS**

1. Consortium members undertake to comply with the rules contained in these Articles of association and the resolutions of the consortium bodies.
2. Each Consortium member shall make available to the Consortium its technical and scientific knowledge, professional skills and all necessary means, including financial means, for the optimal achievement of the Consortium scope, in accordance with the medium- and long-term scientific and financial programs.

#### **Article 6 NEW MEMBERSHIPS**

1. The Consortium is open to the admission of new Associates Consortium Members. New Associated Consortium Members who wish to join the Consortium must submit a written application to the Consortium Director.
2. The application is assessed and approved by the Board.

#### **Article 7 INITIAL CONTRIBUTIONS**

1. INFN makes available free of charge to the Consortium the real estate, both land and buildings, it owns that are part of the Cascina site.
2. INFN and CNRS make available free of charge to the Consortium the equipment respectively identified by each Founding Consortium member.
3. The land, buildings and equipment remain the property of their respective owners who grant the rights of occupancy and use free of charge. The terms of these concessions are defined in specific agreements entered into between the Consortium and the Consortium member concerned; said agreements are to be kept on the records of the Consortium.

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

1. The consortium fund is made up of payments from Founding Consortium Members only. The amount to be paid by each Founding Consortium Member is set at fifty thousand euro (50,000.00 euros).
2. The amount of the payment may be changed by a decision of the Board.

#### **Article 9 YEARLY CONTRIBUTIONS**

1. Founding Consortium Members contribute equally to operating costs, both capital and operating expenses, on an

annual basis.

2. The Board sets the amount of the annual contributions of future Associated Consortium Members.

3. In addition, the Consortium may receive other contributions from public or private entities for the financial support of activities within the scope of Article 2 of these Articles of Association.

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

1. Consortium activities are planned on the basis of medium- and long-term scientific programs and medium- and long-term financial forecasts.

2. The fiscal year shall begin on 1 January of each year and end on 31 December.

#### **Article 11 CONSORTIUM BOOKS**

In addition to the books and accountability records required by law, the Consortium keeps:

- \* the Consortium Members Book;
- \* the book of Board meetings and its deliberations;
- \* the book of Board of Auditors meetings and its decisions;

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

1. The Consortium is open to other users, namely organizations and research groups that are not Consortium Members but want to use its installations in the long term. In the latter case, an ad hoc agreement will be made with the Consortium.

2. The Consortium may also enter into scientific and technical cooperation agreements with other entities that have an interest in the field of gravitational waves.

### **PART II: ORGANISATION:**

#### **Article 13 CONSORTIUM BODIES**

The Consortium bodies are the following:

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

#### **Article 14 THE BOARD**

1. The Board is the Consortium members meeting.

2. Each Founding Consortium Member appoints in the Board a delegation of up to three Directors. Each Associated Consortium Member appoints in the Board a delegation of up to two Directors. Each Consortium member shall inform the President of the Board in writing of any appointment or termination of appointment of its directors to the Council without undue delay.

3. Directors may be assisted by advisors in accordance with the Board's Rules of Procedure.

4. The Board meets at least twice a year; Board meetings are not public.

5. Unless the Board decides otherwise, the Director and Presidents of committees established by the Board attend Board meetings in their capacity as advisor.

6. The Board elects a President and a Deputy-President among the delegations of Consortium members for a term not exceeding two years. Each position must be assigned to different delegations. Re-election of the same person is allowed once for a second term not exceeding two years.

7. The Board is chaired by the President who appoints a secretary.

8. Board meetings are called by the President by written notice of any kind, sent at least eight days before the date set for the meeting and accompanied by acknowledgement of receipt. The call shall include the agenda, the day, time and place of the meeting. The presence quorum of the Board is attained when at least two Delegation Directors are present for each Founding Consortium Member and when at least one Delegation Director is present for each Associated Consortium Member. If the presence quorum is not met, the Council will be reconvened on the same agenda and, in this case, the presence quorum is attained with the presence of two Delegation Directors from each Founding Consortium Member.

9. The Board shall be considered regularly constituted and may validly deliberate even in the absence of regular convocation, when all the Directors are present and no one opposes the discussion of the items on the agenda.

10. When necessary, in the interest of the Consortium, the President may call special meetings of the Board at the request of a Consortium member or the Director of the Consortium.

11 Meetings can also be held by teleconference.

12 Resolutions of the Board must be transcribed in the minutes and be signed by the President and Secretary. The minutes must then be transcribed in the Board's book of meetings and deliberations.

#### **Article 15 ATTRIBUTIONS OF THE BOARD**

1. The Board sets the policy of the Consortium, appoints the Director, determines the Director's term of office, and gives appropriate directives to the Director.

2. Each Consortium member is entitled to one vote. The vote of the consortium members shall be cast by the Director designated for this purpose by each delegation;

3. It is understood that, as far as possible, the Board will make all decisions by consensus and not by vote. "Consensus" means reaching the general approval of the Directors, without a vote and without any Director objecting to it.

4. The following matters require unanimous approval by the Board:

- a) the admission of new Associated Consortium Members;
- b) the amendments to these Articles of association;
- c) the dissolution of the Consortium;
- d) the exclusion of Consortium members.

5. The following matters require approval by the Board by qualified majority:

- a) the appointment of the Director, the definition of his/her term of office and contract terms;
- b) the annual budget, medium- and long-term financial forecast, including personnel planning;
- c) the closing and approving of the final budget and the fulfilling of the responsibilities of the Director;
- d) financial regulations and purchasing regulations;
- e) changes in the amount of the consortium fund;
- f) short- and long-term scientific program
- g) the amount of the annual contributions of Associated Consortium Members.
- h) The allocation of decommissioning costs among Consortium members.

Items in this paragraph, under letters a), b), e) and f) require the affirmative vote of both Founding Consortium Members.

6. The following matters require approval by the Board by simple majority:

- a) Short- and medium-term agreements with the Virgo collaboration;
- b) agreements with third parties;
- c) policy regarding intellectual property, scientific and technical publications and communications;
- d) the establishment and the designation of the Scientific and Technical Advisory Committee, the Administrative and Financial Advisory Committee, and any other ad hoc committees;
- e) the appointment of the President of each committee;
- f) the rules of procedure of the Board;
- g) the Staff regulations;
- h) the election of the President and Vice-President of the Board;
- i) any other matters relevant to the Consortium's activities.

#### **Article 16 VOTING PROCEDURE**

1. "Unanimity" means the affirmative vote of all the consortium members present at the meeting of the Board.

2. "Qualified majority" means the affirmative vote of 51 percent of all Consortium members present at the Board meeting and also representing 75 percent of the amount of annual contributions accrued over the past three years.

3. "Simple majority" means the affirmative vote of 51 percent of all Consortium members present at the Board meeting and also representing 51 percent of the amount of annual contributions accrued over the past three years.

#### **Article 17 THE PRESIDENT**

1. The President is responsible for the Consortium's relations with public authorities, with Consortium members and with third parties, including the scientific community,

unless the Board decides otherwise.

2. The president has the following duties:

a) Presiding over the Board and, in particular, convening Board meetings and setting the agenda of the Council and minutes of the meetings;

b) supervising the implementation of all decisions of the Board;

3. The Vice-President replaces the President in case of absence or disability of the latter.

#### **Article 18 THE DIRECTOR**

1. The Director is the legal representative and executive officer of the Consortium; the Director is vested with signatory power. The Director may be assisted by one or more deputy directors. For specific or general acts or categories of acts, the Board may authorize the Director to grant power of attorney to deputy directors.

2. The Director is appointed by the Board for a term of up to five years, and is chosen among persons with managerial ability and specific experience in matters falling under Consortium's competence.

3. The Director implements all Board decisions, attends Board meetings in his capacity as advisor, directs and coordinates all Consortium activities in accordance with Board decisions, and is responsible to the Board.

4. The Director submits to the Board:

a) the annual report on the Consortium's activities;

b) the actual financial statements for the previous fiscal year;

c) the budget and personnel planning for the following fiscal year in accordance with the financial regulations;

d) the scientific program, the financial and personnel plan in the medium and long term.

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

1. The Council establishes a Scientific and Technical Advisory Committee (hereinafter referred to as STAC), composed of up to twelve scientific personalities.

2. The Board appoints the President of the STAC.

3. Directors may attend STAC meetings as observers.

4. The function of the STAC is to advise the Board on the scientific and technical activities carried out by the Consortium. The tasks and goals are defined in the STAC Mandate.

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

1. The Board shall establish an Administrative and Financial Advisory Committee (hereinafter referred to as AFC), composed of up to two experts from each Consortium member.

2. The Board appoints the President of the AFC.

3. The President of the Board may attend AFC meetings as an observer.

4. The AFC is responsible for advising the Board on legal, administrative and financial issues.

5. The tasks and goals of the AFC, its composition and membership to the committee, as well as the rules of procedure, are defined in the AFC Mandate.

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

1. The Board of Auditors consists of three standing auditors and two alternate auditors, pursuant to Article 2397 et seq. of the Italian Civil Code.

2. Auditors are appointed by the Board and shall continue to hold office for three years.

3. In the event that a standing auditor resigns or for any other reason leaves the office, he/she is replaced by the most senior alternate auditor until his/her term expires.

4. Resolutions of the Board of Auditors shall be recorded in the minutes and signed by those present; they will then be transcribed in the book of meetings and resolutions of the Board of Auditors.

#### **Article 22 STAFF**

1. In order to ensure the pursuit of the Consortium's institutional purposes, the Consortium's staff consists of engineers, technicians and administrative personnel, as well as a limited number of researchers.

2. Researchers are hired for a maximum period of five years. The remaining staff shall be hired on contracts whose duration may not exceed that of the Consortium.

3. The Consortium's staff will be hired directly by the Consortium or seconded/deployed from their respective institutions.

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

#### **Article 23 - WITHDRAWAL**

Consortium members may withdraw from the Consortium giving two years' notice. Such notice must be officially communicated to the Consortium in writing.

#### **Article 24 EXCLUSION**

Exclusion of Consortium members from the Consortium is decided by the Board in case of serious and repeated infringement of the provisions contained in the Articles of Association. This decision is made unanimously by the Board; the Consortium member in question does not participate in the vote.

#### **Article 25 CONSEQUENCES ARISING FROM WITHDRAWAL AND EXCLUSION**

In the event of withdrawal or exclusion of a Consortium member, the latter shall remain liable for all outstanding obligations and commitments to the Consortium and to third parties at the time of the exit, as well as for any compensation for damages to the Consortium due to decisions or acts preceding the withdrawal or exclusion. It is also required to contribute to the expenses of decommissioning

the Consortium's facilities, according to the allocation decided by the Board.

**Article 26 CAUSES OF DISSOLUTION**

The Consortium is dissolved because of the following causes:

- a) expiration of the term of duration;
- b) achievement of the Consortium scope or supervening inability to achieve it;
- c) decision of the Board;
- d) force majeure

**Article 27 - LIQUIDATION OF THE ASSETS**

1. In the event of dissolution of the Consortium, as well as in the event that the Consortium members decide not to extend the Consortium beyond its expiration date, the Consortium remains obligated to third parties with respect to all outstanding obligations and commitments.

2. In the above-mentioned case, the Consortium members shall contribute to the costs of all administrative and technical actions necessary for the decommissioning of all installations used by the Consortium. This means that the Consortium's installations will cease operations and be taken out of service for safe decommissioning.

3. Thereafter, any dismantling of Consortium installations shall be the responsibility of the Founding Consortium Members.

4. The consortium fund shall be redistributed among Founding Members in proportion to their respective financial contributions once debts are settled and losses are offset.

**Article 28 AMENDMENTS TO THE ARTICLES OF ASSOCIATION**

Amendments to the Articles of association shall be approved unanimously by the Board.

**Article 29 DISPUTES**

1. Consortium members agree to amicably settle any disputes concerning the construction or application of these Articles of Association.

2. If not amicably settled, the dispute will be referred to the competent Italian judicial authority.

**Article 30 - GOVERNING LAW**

For all matters not included in these Articles of Association, the rules of the Italian Civil Code and all related regulations in force in Italy shall apply.

**Article 31 LANGUAGE**

These Articles of Association are written in Italian and English. However, the Italian version will prevail over the other in case of divergence of construction.

Signed Marco Pallavicini

- " Maria Antonietta Ferro interprete
- " Gianluca Gemme TESTE
- " Luca Della Santina TESTE
- " Barbara Bartolini Notaio

Certifico io sottoscritta, Dott.ssa Barbara Bartolini, Notaio in Pisa, iscritto al distretto notarile di Pisa, che la presente copia su supporto informatico è conforme all'originale ai miei rogiti su supporto cartaceo, ai sensi degli artt. 22 d.lgs. 82/2005 e 68-ter l. 89/1913. Consta in detto formato di pagine ventisette oltre la presente.

Pisa li, 4 dicembre 2025

Firmato digitalmente: Barbara Bartolini Notaio