

Annex "A" à l' "Atto Costitutivo" (Constituent Act)

STATUTES 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 undertakes non-profit activities for the sake of fundamental research.

The Consortium has its registered offices in Traversa H di Via Macerata, Santo Stefano a Macerata, I-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, and in particular, 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;
- promotes contacts among scientists and engineers, the dissemination of information and the provision of advanced training for young researchers.

Article 3 DURATION

The Consortium has been established for an initial period of ten years and has been extended twice by five years periods. It may be extended for successive periods of five years with the unanimous agreement of all its members.

Article 4
OBLIGATIONS OF MEMBERS

- a) The Members abide by the rules of the present Statute and the deliberations of the Consortium bodies.
- b) 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 5
NEW MEMBERSHIPS

New Members may join the Consortium by unanimous decision of the Council.

Article 6
INITIAL CONTRIBUTIONS

1. INFN makes 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 remain the property of the respective owners and they are granted free rights of occupation and use. The modalities and right of use (Comodato d'uso gratuito) are defined in a specific agreement between the Consortium and the Member concerned.

Article 7
CONSORTIUM FUND

1. The Consortium fund is composed from the subscriptions of the Members. The amount of this subscription for each Member raises to fifty thousand Euros (50.000,00 Euros)
2. The amount of this subscription may be modified by a unanimous decision of the Council.

Article 8
ANNUAL CONTRIBUTIONS

1. As long as CNRS and INFN remain the sole Members of the Consortium, they shall contribute annually to the operating costs (both to the investment expenditures 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 join the Consortium, the Council shall determine 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 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 1 January and ends on 31 December.

Article 10

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 reunions by the Board of Auditors and their conclusions.

Article 11

AGREEMENTS WITH OTHER USERS

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.
2. The Consortium may also make agreements 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 are:

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

Article 13 THE COUNCIL

1. The Council is the Assembly of the Consortium Members and is composed of all the Members.
2. Each Member appoints to the Council a delegation composed of up to three Councilors.
3. Delegates may be accompanied by advisors in conformity with the Council rules of procedure.
4. The Council meets at least twice a year. The meetings are not public.
5. Unless the Council decides otherwise, the Director and the Chairpersons of the Committees established by the Council participate to the Council meetings in an advisory capacity
6. The Council elects by a qualified majority a President and a Vice President for a period of two years; they must belong to different delegations. Mandates are renewable once.
7. Qualified majority means 90 % of the total Members' Contributions to the annual budget of the Consortium in accordance with Art. 8.
8. Each Member has a vote corresponding to its percentage contribution as defined in Art. 8; the Member's vote is expressed by the counsellor designated for this purpose.
9. The President convenes the members of the Council by any written means with receipt of acknowledgement 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 has the quorum when at least two counsellors of each delegation are present.
10. The Council is considered regularly convened and can validly deliberate without there being a regular convocation if all the Councilors are present
11. The Council is chaired by the President who appoints a Secretary.
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 14 RESPONSIBILITIES 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. The Council decides in particular:
 - a) the admission of new Members;
 - b) the amendments to the present Statutes;

- c) the medium and long term scientific program;
 - d) short and medium-term arrangements with the Virgo collaboration;
 - e) arrangements with other organizations, 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, the establishment of his mandate as well as his contractual arrangements;
 - h) 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;
 - i) the appointment of the Chairman of each committee;
 - j) the annual budget forecast, the medium and long 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 in unanimity on what concerns items of paragraph 2 above, letters a) and b) and by a qualified majority (as defined in Art 13.7) 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 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 is the legal representative and chief executive of the Consortium. He is the signatory of the Consortium. He 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 Council for a period of maximum 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 implements all Council decisions. He attends Council meetings in a consultative capacity. He directs and co-ordinates all the activities of the Consortium, in accordance with Council decisions. He 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 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 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.

Article 18

THE ADMINISTRATIVE AND FINANCIAL ADVISORY COMMITTEE

1. The Council establishes an Administrative and Financial Advisory Committee (in the following named AFC), composed of two experts by Member.
2. The Council appoints the chairperson to the AFC.
3. The President of the Council President may attend the meetings of AFC as an observer.
4. AFC makes recommendations on the proposals submitted to the Council in the administrative and financial fields.

Article 19

BOARD OF AUDITORS

1. The Board of Auditors consists 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 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 20

STAFF

1. In order to insure the optimal execution of the Consortium's mission, 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 can not exceed this 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 21

WITHDRAWAL

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

Article 22

EXCLUSION OF MEMBERS

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

Article 23

CONSEQUENCES OF WITHDRAWAL AND EXCLUSION

In case of withdrawal or exclusion of a Member, it will remain bound in respect of 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 participates to the costs for dismantling the Consortium installations.

Article 24

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 25
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 for dismantling all the installations used by the Consortium.
3. Members will also devolve the Consortium fund, settle the debts and compensation for losses, in proportion to their total financial contribution.

Article 26
AMENDMENTS TO THE STATUTE

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

Article 27
DISPUTES

1. The Members shall do their utmost to settle amicably their disputes concerning the interpretation or the application of the present Statute.
2. In case of persistent disagreement, the dispute shall be brought before the courts of the defendant.

Article 28
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 29
LANGUAGE

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

Article 30
ENTRY INTO FORCE

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