



Design Study



# EGI\_DS

## DRAFT CONVENTION (STATUTES) OF THE EGI ORGANISATION

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Abstract: We present a draft outline of the possible statutes of the European Grid Infrastructure (EGI). Some chapters can only be completed once the legal structure of the organisation has been defined.



# DRAFT CONVENTION (STATUTES) OF THE EGI ORGANISATION

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## 1. INTRODUCTION

### PURPOSE

This document contains the draft statutes of the European Grid Initiative (EGI) as proposed by the EGI-DS team. A pre-release of this document has been presented to the participants of the EGI workshop in Rome and in particular to the representatives of the National Grid Initiatives (NGIs). We did not receive any requests for change.

The statutes will still evolve substantially. This document is a starting point to guide the discussions towards the final Blueprint of the EGI.

Several points of the statutes can only be finalized after the legal structure as well as the location of EGI has been defined. Therefore this current draft should be seen rather as “draft elements of the EGI statutes”. Comments or places to be filled at a later stage are indicated by brackets: (example).

### DOCUMENT ORGANISATION

### APPLICATION AREA

This document will be presented to the EGI-DS Advisory Board (AB) constituted of the representatives of the NGIs. After possible modification and completion this will lead to the publication of the EGI blueprint due mid-2008.

### REFERENCES

**Table 1: Table of references**

R 1	
R 2	

### DOCUMENT AMENDMENT PROCEDURE

Amendments, comments and suggestions should be sent to the authors.

### TERMINOLOGY

This subsection provides the definitions of terms, acronyms, and abbreviations required to properly interpret this document.

#### Definitions and Glossary

EGI	European Grid Initiative
ROC	Regional Operations Centre
NGI	National Grid Initiative



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## 2. EXECUTIVE SUMMARY

## 3. DRAFT STATUTES

Please note that all provisions below - including names of governing bodies - are still subject to discussions and strategic decisions to be taken within the EGI-DS project. They may also be influenced by the legal structure as it may result either from a decision within EGI –DS and/or the call for tender to be issued to the National Grid Initiatives later this year.

### **ARTICLE I - ESTABLISHMENT AND SEAT OF THE EGI.ORG**

The European Grid Initiative Organization – hereafter referred to as “the EGI.org”- is hereby established.

The seat of the EGI.org shall be (location to be defined following the call for tenders)

### **ARTICLE II - PURPOSE**

The EGI.org shall ensure the long-term sustainability of the European e-infrastructure and coordinate the integration and interaction between National Grid Initiatives.

The sharing of tasks between the National Grid Initiatives and the EGI.org shall follow the “subsidiarity principle” meaning that tasks that are more effectively performed at the national or regional level should be left to the National Grid Initiatives.

The EGI.org shall ensure pan-European Grid operation and coordination - aiming at standardization wherever reasonable.

In view of the above, the EGI.org shall carry out the following activities:

- a. The EGI.org shall operate the European level of the production Grid infrastructure for a wide range of scientific disciplines linking National Grid Initiatives. The national and regional level of operation is ensured by the National Grid Initiatives.
- b. The EGI.org shall provide Grid services and support at the pan-European level, complementing and coordinating national services.
- c. The EGI.org shall coordinate middleware development and standardization to enhance the infrastructure by soliciting targeted developments from leading EU and National Grid middleware development projects.
- d. The EGI.org shall integrate, test, validate and package software from selected Grid middleware providers and make it widely available.
- e. The EGI.org shall coordinate and implement a security policy.
- f. The EGI.org shall liaise with other e-infrastructure projects and standardization bodies in Europe and elsewhere.
- g. The EGI.org shall support the National Grid Initiatives in matters of training, dissemination and outreach.



### **ARTICLE III - MEMBERSHIP**

The National Grid Initiatives, that fulfill the criteria below and that have adhered to these statutes, are members of the EGI.org.

To be a member of EGI.org a National Grid Initiative must:

- a. have the legal capacity to sign these statutes, either directly or through a legal entity representing it,
- b. have a mandate to represent its national Grid community in all matters falling within the scope of EGI.org,
- c. be the only organisation having the mandate described in (b) for its country,
- d. pay its EGI.org contribution,
- e. nominate a representative duly authorised to deliberate, negotiate and decide on all matters falling within the mandate of the EGI.org Council,
- f. ensure:
  - that the national Grid infrastructure is permanently operated and maintained according to a common technical standard to be agreed upon,
  - that user communities are registered and supported,
  - that resource owners/providers are registered and supported,
  - that standards and other consensus accepted by EGI.org (on supported Middleware stacks for example) are implemented,
  - that EGI.org policies are implemented.

A list of the EGI.org members is attached to these statutes

International Organizations of European Interest as defined by the European Union and (other European organizations) that participate (via funding or in-kind contributions) in EGI.org activities and have adhered to these statutes are associated members of the EGI.org. A list of the EGI.org associated members is attached to these statutes.

(Observers (eligible entities and conditions for observer status still to be defined))

National Grid Initiatives, which are not yet members of the EGI.org and that fulfil the criteria for membership may apply for membership by submitting a motivated request in writing to the Director. The Director shall submit the request to the Council for approval within xxx (period) from submission. Approval by Council of the request for membership shall be by (unanimous /two thirds majority) vote.

International Organisations of European Interest (and other European organisations?) that fulfil the associated membership criteria may apply for associate membership by submitting a motivated request in writing to the Director. The Director shall submit the request to the Council for approval within xxx (period) from submission. Approval by Council of the request for associate membership shall be by (unanimous /two thirds majority) vote.

### **ARTICLE IV - ORGANISATIONAL STRUCTURE**

The governing bodies of the EGI.org shall be as follows:

- a council representing the members, hereafter referred to as “the Council”;
- any other governing body the Council may decide to create;
- a Director.



(depending on the legal structure of the EGI.org other governing bodies may be required by the applicable law.)

#### **ARTICLE IV-1 - COUNCIL**

The EGI.org members shall be represented in the Council. The Council shall be composed of one authorized representative from each National Grid Initiative who may also appoint a deputy or a proxy.

Representative of associated members of the EGI.org and of observers shall be entitled to attend Council meetings. They shall have no right to vote but representatives of associated members may submit oral or written statements regarding the decisions to be taken by the Council.

The Council may invite experts to its meetings if it deems appropriate.

The Council shall, subject to the provisions of these statutes:

- a. determine the EGI.org policy in technical and administrative matters;
- b. approve projects in which the EGI.org participates;
- c. approve changes in activities;
- d. adopt the annual budget of the EGI.org;
- e. decide on the contributions to the budget and its terms of payment;
- f. review expenditures, approve annual accounts of the EGI.org and grant the Director discharge for his management.;
- g. appoint the Director and xxx (options to be discussed: “the Central Technical Officer, the Central Operational Officer or the Central Administration Officer” or “other members of the executive”);
- h. decide on the staff establishments required and on employment conditions;
- i. decide on application of membership and on exclusions;
- j. amend these statutes;
- k. adopt such internal regulations and directives, as it deems necessary for the functioning of the EGI.org ,
- l. have such other powers and perform such other functions as may be necessary to fulfill the purpose of the EGI.org.

The Council shall meet as often as necessary in person or by teleconference in such places as it shall decide. The Council shall meet at least once a year in person at the seat of the EGI.

The Council shall, at a majority of xxx (to be defined) elect a chairman for a period of one year.

(Agenda - minutes to be defined)

(Voting rights will be weighted, majorities and quorum still to be defined)

#### **ARTICLE IV-2 - (OTHER GOVERNING BODIES)**

(to be defined also in view of requirement following from the legal status + applicable laws)

#### **ARTICLE IV-3 - DIRECTORS AND STAFF**

The Director of the EGI.org shall be appointed by the Council for a period of (to be defined) years.



(Conditions of termination of such appointment to be defined – conditions of appointment/termination of appointment of other members of the executive to be defined).

The Director will act as the general executive of the EGI.org and shall as such have, in particular, the following powers-responsibilities:

- appoint staff or terminate staff appointments within the framework conditions decided by the Council,
- represent the EGI.org with regard to third parties,
- prepare annual accounts and budgets,
- prepare internal regulations and directives,
- (others).

The Director shall be assisted by a “Chief Technical Officer, a Chief Operational Officer and a Chief Administration Officer” and staff. (powers/tasks of the Central Technical Officer, the Central Operational Officer or the Central Administration Officer to be defined if they are permanent functions).

The EGI.org staff shall be either directly employed by the EGI.org or be detached to the EGI.org by its Members or Associated Members within framework conditions to be defined by the Council.

## **ARTICLE V - FINANCIAL PROVISIONS**

The EGI.org shall be non-for-profit.

The financial year of the EGI.org shall run from the 1<sup>st</sup> of January to 31<sup>st</sup> December.

The Director shall not later than xxx (date to be defined) in each year submit to the Council estimates of revenues and expenditure for the following year. The revenue and expenditure shown in the budget shall be in balance. The Council shall approve the EGI.org budget not later than xxx (date to be defined) each year for the following year.

The revenues of the EGI.org shall be composed of:

- contribution by the EGI.org members,
- contribution by associated members,
- funding from the European Union or other funding agencies,
- revenues generated by the EGI (services charges etc.),
- (others?- loans?).

The EGI.org budget shall be in Euros.

The annual scale of contributions from the EGI members shall be defined by the Council. (Contributions will be calculated on the basis of the GNI)

The Council shall, in consultation with the Director general, define the terms, on which payments in respect of contributions shall be made consistently with the proper financing of the EGI.org.

At the end of the financial year the budget amounts shall be compared with the amounts of the final budget outturn. Any positive balance shall be carried forward to the following year.

(to be defined: possibility/consequences of a negative balance, possibility to transfer funds between cost centres/budget positions, possibility to contract loans ....)



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## **ARTICLE VI - ACCOUNTS AND AUDITS**

The Director shall present annual accounts for approval to the Council. (accounting principles to be defined in the light of the legal structure)

The annual accounts shall be audited by xxxx (to be defined in the light of the chosen legal structure).

## **ARTICLE VII - INTERNAL REGULATIONS OR DIRECTIVES**

The Council shall upon proposals submitted by the Director adopt such internal regulations and directives, as it deems necessary for the functioning of the EGI.

## **ARTICLE VIII - INTELLECTUAL PROPERTY - DISSEMINATION**

Intellectual Property generated by EGI.org staff (including staff detached to the EGI.org) in relation to their employment shall be vested in EGI.org.

The EGI.org shall use and disseminate its intellectual property as efficiently as possible in the interest of all its members and associated members.

## **ARTICLE IX - ACCESS TO EGI.ORG SERVICES**

(principles to be defined)

## **ARTICLE X - OFFICIAL LANGUAGE**

The official language of the EGI.org is English. All official documents and internal regulations and directives of the EGI.org shall be in English.

## **ARTICLE XI - LIABILITY OF MEMBERS**

(types and limitations of liabilities to be defined also in the light of legal structure and applicable law)

## **ARTICLE XII - AMENDMENTS**

The Council may amend these statutes by a (unanimous/two thirds majority) vote.

## **ARTICLE XIII - EXCLUSION**

A member that fails to comply with its obligations as a member of the EGI.org may be excluded from the EGI.org by a vote by Council (majority to be defined - it being understood that the defaulting member shall not be allowed to participate in the vote).

Such exclusion from the EGI.org shall in no event relieve the excluded member from any liability arising as a result of the default which has given rise to its exclusion or as a result of its membership.

## **ARTICLE XIV - DURATION**

The EGI.org shall be established for a duration of xxx (minimum duration to be defined) years (for an unlimited duration).



(this also depends on the legal structure chosen – as some have a limited duration in accordance with national applicable laws- the duration shall not be short term however (5 to 10 years for example)).

#### **ARTICLE XV - DISSOLUTION**

The EGI.org shall be dissolved in case the number of its members falls below xxx (number to be defined) or in case so decided by a unanimous vote by the Council.

(Consequences of dissolution to be decided in the light of the legal structure chosen).

#### **ARTICLE XVI - LEGAL STATUS**

The EGI.org shall have legal capacity to perform all such acts as are necessary to carry out its activities as defined under Article II and to enter validly into agreements with third parties. (precise legal structure + status (national, European), + privileges and immunities, if any, to be defined).

The EGI.org shall acquire such movable and immovable goods as are required for its functioning and shall own such goods.

#### **ARTICLE XVII - WITHDRAWAL**

Notice of a members or associated members intention to withdraw from the EGI.org shall be given in writing to the Director. The withdrawal shall become effective twelve months following the receipt of such notice by the Director. Withdrawal shall in no event relieve the withdrawing member from any liability arising as a result of its membership prior to the effective date of withdrawal. (other consequences to be defined).

#### **ARTICLE XVIII - DISPUTE RESOLUTION**

Disputes between the members of the EGI.org regarding the interpretation of these statutes which cannot be resolved amicably shall be resolved by (arbitration/mediation in accordance with the procedure outlined below.

A single arbitrator to be nominated by the Council by a majority of two thirds.

The arbitration proceedings shall take place at the seat of the EGI.org. The parties shall within 30 days of the appointment of the arbitrator agree on the terms of reference of the arbitration including the procedure to be followed.

The arbitrator shall set out in the award the detailed grounds for its decision.

The arbitral award shall be final and binding upon the parties.

The costs, including all reasonable fees expended by the parties to any arbitration hereunder, shall be borne by the unsuccessful party or parties.

Save to the extent required by law, the arbitral award shall not be published or its contents made known to any third party, unless prior written approval is given by each party.)



## **4. ANNEXES**