

Privacy&Us

Supervisory Board of PRIVACY.US

Deliverable Number	D1.2
Work Package	1
Version	0.2
Deliverable Lead Organisation	KAU
Dissemination Level	Public
Contractual Date of Delivery (release)	M2
Date of Delivery	2016-02-01
Status	Final

Editor

Simone Fischer-Hübner, Leonardo A. Martucci (KAU)

Contributors

Simone Fischer-Hübner, Leonardo A. Martucci (KAU)

Reviewers

Eva Glavenius (KAU)

Revision table

Version	Date	Author	Change Description
0.1	2015-12-16	Leonardo Martucci	Document created
0.2	2016-01-30	Simone Fischer-Hübner	Sections and content added

Executive Summary

This deliverable presents the structure and role of the Supervisory Board according to the Grant Agreement and Consortium Agreement of the Privacy&Us project. Besides, it lists the members of the Supervisory Board that were appointed by their organisations, as well as the members of the Management Board that were appointed by the Supervisory Board at its constituting meeting.

Table of Contents

Executive Summary..... 3

1 Introduction..... 5

2 Supervisory Board’s structure and role 5

3 Members of the Supervisory Board..... 5

4 Members of the Management Board..... 6

5 Appendix 7

1 Introduction

In this deliverable, we present the structure and role of the Supervisory Board according to the Grant Agreement and Consortium Agreement of the Privacy&Us project. Besides, the deliverable lists the members of the Supervisory Board that were appointed by their organisations, as well as the members of the Management Board that were appointed by the Supervisory Board at its constituting meeting.

The Supervisory Board had its first constituting meeting at the kick-off meeting of the MSCA ITN Privacy&Us that was held in Munich, 1-2 December 2015, at which all beneficiaries and partners participated with the exception of the partners DSB, LDA, PRE, and STR.

2 Supervisory Board's structure and role.

As it is regulated in the project's Grant Agreement, the Privacy&Us project activities will be overseen by the so-called supervisory board, which is the highest authority within the project and it oversees the overall quality of the project and the work of the management board.

The Supervisory Board consists of one representative from each of the beneficiaries and partner organizations, to be selected by the participant organizations. All members of the supervisory board have voting rights on the decisions of the board. The supervisory board is supposed to make all decisions of the project in regard to its directions and/or potential changes of the work plan, approves the Career Development Plans, and acts as the final decision point for all conflicts within the Consortium that cannot be resolved by the management board. The head of the supervisory board is responsible for the interface between the supervisory and management boards.

In the project's Consortium Agreement, the governance structure of the project including the rights and obligations of the Supervisory Board and its cooperation with the other Consortium Bodies is regulated in its Section 6 (see Appendix).

3 Members of the Supervisory Board

The following table lists the members of the Supervisory Board that have been appointed by their partner organisations:

Supervisory Board Member	Institution
Simone Fischer-Hübner (Chair)	KAU
Sabrina Kirrane	WU
Michael Bechinie	USE
Kai Rannenberg	GUF
Harald Zwingelberg	ULD
Hubert Jäger	UNI
Joachim Meyer	TAU
Angela Sasse	UCL
Tom De Wasch	VDS
Zinaida Benenson	FAU
Delphine Reinhardt	UBO
Claudio Bettini	EWT
Andrea Jelinek	DSB
Rainer Knyrim	PRE
Andreas Sachs	LDA
Albin Zuccato	STR

The chairwoman of the Supervisory Board is Prof. Simone Fischer-Hübner (KAU).

4 Members of the Management Board

At its constituting meeting, the Supervisory Board appointed the following members of the Management Board:

Management Board Member	Institution
Leonardo A. Martucci (Chair)	KAU
Jetzabel Serna-Olvera	GUF
Hubert Jäger	UNI
Emiliano De Cristofaro	UCL
Tom De Wasch	VDS

The chairman of the Management Board is Leonardo Martucci (KAU).

5 Appendix

Governance Structure according to Section 6 of the Consortium Agreement

6.1 General structure

The organisational structure of the Consortium shall comprise the following Consortium Bodies:

The Supervisory Board as the ultimate decision-making body of the consortium.

The Management Board is responsible for overseeing the quality of the network-wide training of ESRs and for ensuring that scientific/technological training is balanced with transferable skills training appropriate to the needs of each recruited researcher. The Management Board will also oversee the quality and quantity of supervision of the ESRs and shall report to and be accountable to the Supervisory Board.

The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party or Partner Organisation which is a member of a Consortium Body (hereinafter referred to as "Member"):
 should be represented at any meeting of such Consortium Body;
 may appoint a substitute or a proxy to attend and vote at any meeting;
 and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

The chairperson of a Consortium Body shall convene meetings of that Consortium Body.

	Ordinary meeting	Extraordinary meeting
Supervisory Board	At least twice a year	At any time upon written request of the Management Board or 1/3 of the Members of the Supervisory Board
Management Board	At least monthly	At any time upon written request of any Member of the Management Board

6.2.2.2 Notice of a meeting:

The chairperson of a Consortium Body shall give notice in writing of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
Supervisory Board	45 calendar days	15 calendar days
Management Board	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda:

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

Supervisory Board	21 calendar days, 10 calendar days for an extraordinary meeting
Management Board	7 calendar days

6.2.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members of a Consortium Body must be identified as such on the agenda.

Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

Supervisory Board	14 calendar days, 7 calendar days for an extraordinary meeting
Management Board	2 calendar days

6.2.2.5 During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

6.2.2.6 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document which is then agreed by the defined majority (see Section 6.2.3.) of all Members of the Consortium Body. Such document shall include the deadline for responses.

6.2.2.7 Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

6.2.2.8 Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.

6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting (Non-Quorate Meeting) which shall be entitled to decide even if less than the quorum of Members are present or represented.

6.2.3.2 Each Member of a Consortium Body present or represented in the meeting shall have one vote.

6.2.3.3 Defaulting Parties may not vote.

6.2.3.4 In the Supervisory Board, decisions shall be taken by a majority of two-thirds (2/3) of the votes cast, with more than half (1/2) of the two thirds cast by the Parties.

However, the following decisions require an unanimous vote among the Parties present or represented in the meeting:

- Entry of a new Party or Partner Organisation to the consortium and approval of the settlement on the conditions of the accession of such a new Party or Partner Organisation;
- Any amendments to the Grant Agreement, Proposals for changes to Annexes 1 and 2 of the Grant Agreement the Grant Agreement to be agreed by the Funding Authority;
- Changes to budget allocation;
- Withdrawal of a of a Party or Partner Organisation from the consortium and the approval of the settlement on the conditions of the withdrawal.

In the Management Board, decisions shall be taken by simple majority (50%+1) of the votes cast.

6.2.4 Veto rights

6.2.4.1 A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.2.4.2 When the decision is foreseen on the original agenda, a Member may veto such a decision during the meeting only.

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting or a Non-Quorate Meeting, a Member may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent.

6.2.4.4 In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

6.2.4.5 A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

6.2.4.6 A Party requesting to leave the consortium may not veto decisions relating thereto.

6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. She/He shall send the draft minutes to all Members within 10 calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3 The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them.

If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 Supervisory Board

In addition to the rules described in Section 6.2, the following rules apply:

6.3.1.1 Members

6.3.1.1.1 The Supervisory Board shall consist of one representative of each Party and one representative of each Partner Organisation (hereinafter Supervisory Board Member).

6.3.1.1.2 Each Supervisory Board Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement.

6.3.1.1.3 The Coordinator shall chair all meetings of the Supervisory Board, unless decided otherwise in a meeting of the Supervisory Board.

6.3.1.1.4 The Parties agree to abide by all decisions of the Supervisory Board.

This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8 and 11:9 as applicable.

6.3.1.2 Decisions

The Supervisory Board shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Management Board shall also be considered and decided upon by the Supervisory Board.

The following decisions shall be taken by the Supervisory Board:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included) according to 9.1.2
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)
- Additions to Attachment 4 (Identified Affiliated Entities)]
Modifications to Attachment 8 (Consortium Plan Budget)

Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party

- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

Appointments

- On the basis of the Grant Agreement, the appointment if necessary of:
Management Board Members

6.3.2 Management Board

In addition to the rules in Section 6.2, the following rules shall apply:

6.3.2.1 Members

The Management Board shall consist of the Coordinator, the Head of the Training Program, the Head of the Communication and Dissemination Tasks and two non-academic Parties appointed by the Supervisory Board (hereinafter Management Board Members).

The Coordinator shall chair all meetings of the Management Board, unless decided otherwise by a majority of two-thirds.

6.3.2.2 Minutes of meetings

Minutes of Management Board meetings, once accepted, shall be sent by the chairperson to the Supervisory Board Members for information.

6.3.2.3 Tasks

6.3.2.3.1 The Management Board shall prepare the meetings, propose decisions and prepare the agenda of the Supervisory Board according to Section 6.3.1.2.

6.3.2.3.2 It shall seek a consensus among the Parties.

6.3.2.3.3 The Management Board shall be responsible for the proper execution and implementation of the decisions of the Supervisory Board.

6.3.2.3.4 The Management Board shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5 In addition, the Management Board shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the Supervisory Board.

6.3.2.3.6 The Management Board shall:

- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29
- ensure that the skills acquired by ESRs fulfil the needs of both academia and the non-academic sector in order to enhance the intersectoral employability of the ESRs
- review the training plan every 6 months
- evaluate and explore possible Intellectual Property commercial exploitation
- set procedures for the dealing with cases of scientific misconduct

6.3.2.3.7 In the case of abolished tasks as a result of a decision of the Supervisory Board, the Management Board shall advise the Supervisory Board on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4 Coordinator

6.4.1 The Coordinator shall be the intermediary between the Parties and the Funding Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

6.4.2 In particular, the Coordinator shall be responsible for:

- assisting the Management Board preparing the tasks assigned to them in 6.3.2.3.6.
- monitoring compliance by the Parties with their obligations
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims
- oversee the quality of the research training programme and ensure an adequate balance between scientific/technological and transferable skills training
- establish an active and continuous communication and exchange of best practice among the Parties, Partner Organisations, ESR and any stakeholders involved in the Project to maximise the benefits of the partnership
- oversee the quality and quantity of supervision of the ESRs
- review the research plan every 6 months.

If one or more of the Parties is late in submission of any Project deliverable, the Coordinator may nevertheless submit the other parties' Project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

6.4.3 If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Funding Authority to change the Coordinator.

6.4.4 The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement

6.4.5 The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreement.

6.5 Specific provisions for employment of ESRs

ESRs and their employing institutions will sign an agreement which defines their respective role, entitlements and responsibilities, as specified in Article 32 of the Grant Agreement.

The ESR and his/her supervisor are obliged to complete a Career Development Plan which defines the ESR's objectives over both the short and long term (Article 32.1.(l)). A template for the Career Development Plan is included here as Attachment 5.