

SCCER Future Swiss Electrical Infrastructure

Governance Regulations

Version 2.0

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Preamble

The SCCER-Future Swiss Electrical Infrastructure (area of action 2 'Réseaux et composants, système énergétique' according to the CTI call for bids; hereafter 'SCCER-FURIES' or 'Center') is a Swiss Competence Center for Energy Research, set up between Ecole Polytechnique Fédérale de Lausanne (EPFL) as the Leading House and partners from academia and industry and public institutions, funded by the CTI by contract.

These Governance Regulations define the rights and duties of all the involved SCCER-FURIES Academic Research Partners and Cooperation Partners.

1. Introduction

1.1. Definitions (in alphabetic order)

'Academic Research Partners' (see chapter 4.1) are the Leading House and the Swiss higher education institutions, signing the Governance Regulations and listed in Annex 1 of the CTI Contract or signing the Accession Document.

'Academic Research Partners' institutes' (or 'Partners' institutes') are the academic institutes, laboratories or research groups of the 'Academic Research Partners' that are officially contributing with their competences to the implementation of the Work Plan and mentioned as such at its last version as published in the SCCER-FURIES website.

'Accession Document' (see Attachment 1) is a legally binding written declaration by a Research Partner expressing its commitment to join the Center and to be bound by the present Governance Regulations including its appendixes.

'Board' is the short version of SCCER-FURIES Board, see chapter 5.2.

'Board Member' is each representative on the Board.

'Center' has the same meaning as the 'SCCER-FURIES'.

'Cooperation Partners' (see chapter 4.2) are the Research Partners from the private or public sector with direct involvement in the SCCER-FURIES but not eligible for receiving SCCER-FURIES CTI-funds and listed in Annex 2 of the CTI Contract or signing the Accession Document. All Cooperation Partners have to sign the Governance Regulations.

'CTI Contract' is the agreement between the CTI and the Academic Research Partners with the Reference n° 1157002714 with retroactive effect on January 1st, 2017.

'CTI Evaluation Panel' is the evaluation panel evaluating annually the activities of the center as defined in the 'CTI Contract'

'Defaulting Party' means a Partners' institutes, which the Board has identified to be in breach of these Governance Regulations and/or the CTI contract as specified in chapter 3.4 of these Governance Regulations.

'Deputy' is the short version of SCCER-FURIES Deputy-Head, see chapter 5.3.3

'Executive Committee' or 'ExCom' is the short version of SCCER-FURIES Executive Committee, see chapter 5.4.

'Executive Committee Member' or 'ExCom Member' is each person having a seat on the Executive Committee.

'Head' is the short version of SCCER-FURIES Head, see chapter 5.3.

'Innovation Roadmap' is an one-page document which outlines the activities detailed in the Work Plan.

'Leading House' means Ecole Polytechnique Fédérale de Lausanne (EPFL).

'Management Support Team' or 'MSTeam' is the short version of SCCER-FURIES Management Support Team

'Project Manager' is the short version of SCCER-FURIES Project Manager, see chapter 5.5.

'Project Agreements' are specific agreements of the Research Partners in the framework of SCCER-FURIES under which they collaborate with each other, as well as with third parties, in research projects or in specific work packages, like inter alia industry-funded projects, CTI projects, etc. These Project Agreements shall have precedence over the present Governance Regulations and their documents. The Research Partners undertake not to conclude agreement, which may contradict severely the terms and conditions of this Agreement or may undermine the performance of Center's activities

'Projects Results' are results generated by a Research Partner under a Project Agreement.

'Research Partners' (see chapter 4) is the umbrella term for the Academic Research Partners and the Cooperation Partners involved in the SCCER-FURIES. 'SCCER Results' are any results generated by a Research Partner within any of the activities of the Center other than those generated under a Project Agreement.

'SCCER-FURIES CTI-funds' are the contributions paid by CTI under the CTI Contract.

'Top Innovation Chart' is an one-page document which includes the key research results that have a substantial impact on the implementation of the «Energy Strategy 2050 ».

'Website' is the official website of the SCCER-FURIES

'Work Plan' is the description of work as detailed in the 'demande d'encouragement SCCER' of 21/03/2016, and at its updated version, as communicated to the CTI and published on SCCER-FURIES website

'WP Leader' refers to both Leader and Deputy leader of a Work Package

1.2. Abbreviations and Acronyms

CTI Commission for Technology and Innovation

DESL Distributed Electrical Systems Laboratory

EP CTI Evaluation Panel

P&D Pilot and Demonstration

SCCER-FURIES Swiss Competence Center for Energy Research in the area of Future Swiss Electrical Infrastructure

SFOE Swiss Federal Office of Energy (Bundesamt für Energie; BFE)

WP Work Package

1.3. Applicable Documents

The following documents listed in order of precedence form an integral part of the present Governance Regulations:

- (a) The present Governance Regulations and its amended version as approved by the Board and the CTI
- (b) The 'demande d'encouragement SCCER' of 21/03/2016 including the financial plan of SCCER, the Innovation Roadmap and the Top Innovation Chart
- (c) The CTI Contract and its Annexes 1-3
- (d) The Work Plan being an extended part of document (c) at its updated version, as communicated to the CTI and published on SCCER-FURIES website.
- (e) Monitoring report template
- (f) Financial report template

2. Purpose

1. The purpose of the Center is to implement the tasks set forth in the Work Plan.

2. In particular, the Center shall pursue the following objectives:
 - (a) Ensure capacity expansion in academia and the operation of the Center;
 - (b) Encourage and/or expand the basic research in those areas in which higher education institutions need to make greater efforts to implement the Energy Strategy 2050 long-term;
 - (c) Promote the potentially most effective ideas and approaches, in particular in applied research and development;
 - (d) Ensure that research results are transferred to the market;
 - (e) Embed the activities in other energy relevant innovation activities (CTI projects, P&D plants, lighthouse projects in the frame of SFOE programs) and make sure that they are complementary;
 - (f) Enhance the collaboration among Research Partners, especially between Academic Research Partners and Cooperation Partners.

3. General

3.1. Composition of the Center

1. The Center consists of the Academic Research Partners according to Annex 1 of the CTI Contract (or its revised versions), including the Partners' institutes mentioned in the Work Plan, and the Cooperation Partners according to Annex 2 of the CTI Contract (or its revised versions) that have agreed to the Governance Regulations in writing, as well as new Research Partners having signed the Accession Document and that were approved by the Board (see chapter 4).
2. Companies, public institutions and Swiss or foreign academic institutions that are active in the field of power and energy systems and enjoy an outstanding reputation and – on account of their existing resources and strategies in this field – are in a position to contribute actively to the achievement of the SCCER-FURIES goals, may be eligible for affiliation to the Center as Research Partners.
3. The parties agree that nothing in these Governance Regulations shall be construed as the intention either to form a legal entity or to create a joint and several liability between the Parties. The Research Partners will ensure that any obligation arising out of their collaboration expressly provides for the absence of joint or several liability, or that it clearly specifies the debtor(s). There is no joint property between the Research Partners.

3.2. Autonomy

1. The autonomy of the Research Partners shall not be affected by joining the Center.

2. The Center does not impose any prohibition of competition upon the Research Partners.

3.3. Activities of the Center

1. The Research Partners collaborate on the topics as described in the last version of the Work Plan as communicated to the CTI and published on the SCCER-FURIES Website, in accordance with the “Demande d’encouragement” dated 21.03.2016.
2. In addition, the Research Partners intend to collaborate with each other, as well as with third parties in research projects to be regulated in separate Project Agreements.

3.4. Breach

1. In the event the Board identifies a breach of one of the obligations contained in these Governance Regulations or the CTI contract; or undermine significantly, directly or indirectly, the implementation of the Work Plan by a Partners’ Institute or Cooperation Partner, the Head shall give written notice to such Partners’ Institute compelling it to remedy such breach within 60 calendar days from the date of notice.
2. If such breach is substantial and is not remedied within that period or is not capable of remedy, the Board may decide to declare the Partners’ Institute or Cooperation Partner as a Defaulting Party and may decide of the consequences thereof which may include termination of its participation.

4. Research Partners

4.1. Academic Research Partners and Partner’s Institutes

4.1.1. Composition

1. An Academic Research Partner listed in Annex 1 of the CTI Contract joins the Center upon receipt of its duly signed accession document by the Head. The governance regulation applies to all the Partners’ Institutes based at this Academic Research Partner.
2. Academic Research Partners’ Institutes are listed in the revised version of the Work Plan, as approved by the CTI and published on the website.
3. Additional Partners’ institutes fulfilling the criteria of chapter 3.1.3 may apply to join the Center by applying to the Head in writing. The Board (see chapter 5.2) shall decide at its discretion on the admission of new Partners’ institutes, taking into account the requirements set forth in chapter 3.1.3 and the needs and capacities of the Center. No

reason shall be required to be given for the decision regarding admission or denial of admission.

4. Institutes of existing Academic Research Partners become immediately Partners' Institutes upon approval by the Board and shall comply with the Governance regulations.
5. Institutes of new Academic Research Partners become Partners' institutes upon signing of the Accession Document at their institution level and approval by the CTI of their inclusion in the Annex 1.

4.1.2. Roles of Academic Research Partners and Partner's Institutes

1. The Academic Research Partners shall participate and support the Center regarding strategic decisions. The Academic Research Partners are represented at the Board and their roles are described in 5.2.1 paragraph 5.
2. Each Partner's Institute shall participate and support the implementation of the activities of the Center in accordance with the 'demande d'encouragement SCCER'; the Work Plan; the Contract; and the requirements of the CTI Evaluation panel. This includes, but is not limited to, the following roles and responsibilities:
 - (a) Undertake research activities ensuring the high quality of the results;
 - (b) Achieve milestones and prepare their deliverables as described in the Work Plan; and submit them to the leader of the related Subtask;
 - (c) Inform Subtask leaders, WP leaders and Project Manager in case of a delay of a milestone/deliverable as soon as the cause of the delay occurs but not later than 30 calendar days in advance of the deadline of the Annual Monitoring reporting;
 - (d) Develop research capacities and secure matching funds according to the financial plan of the 'demande d'encouragement SCCER' of 21/03/2016;
 - (e) Report to the Management office modification of the capacity building that requires approval by the CTI;
 - (f) Conclude Project agreements with other Research Partners or 3rd parties in the frame of the Center; and engage new Cooperation Partners in the Center;
 - (g) Undertake Knowledge and Technology Transfer activities, particular toward the Cooperation and Industrial partners;
 - (h) Undertake training activities for professional and young scientists, integrating the new knowledge developed in the frame of SCCER-FURIES and report to the Management office any upcoming training activity;

- (i) Communicate and disseminate his/her work through publications and presentations to national and international journals and events;
- (j) Represent the Center in national and international events and committees and contribute to the international visibility of the Center, in coordination with the Management office;
- (k) Contribute to the preparation of communication and dissemination materials by the Management office, acknowledging CTI SCCER in his/her publications, and properly acknowledge the contribution of CTI and SCCER by including for instance “this work has been undertaken thanks to the support of the CTI SCCER programme in the frame of the swiss competence center SCCER-FURIES”;
- (l) Comply with the requirements of the CTI Evaluation panel and contribute to their fulfilment based on the related action plan as approved by the Board;
- (m) Ensure that the privacy of data of his/her project comply with the the applicable laws and regulations regarding data protection;
- (n) Contribute to the preparation of the monitoring, including the financial and technical report according to the CTI Contract, by providing, upon request, accurate information on his/her activities to the WP Leaders and Management Office as described above (a-j)

4.2. Cooperation Partners

4.2.1. Composition

1. A Cooperation Partner joins the Center upon receipt of its duly signed Accession Document by the Head. The companies and institutions listed in Annex 2 of the CTI Contract are entitled for admission as Cooperation Partners.
2. For other companies and institutions, the application to become a Cooperation Partner has to be sent to the Head in writing. The Board (see chapter 5.2) shall decide at its discretion on the admission of new Cooperation Partners not listed in Annex 2 of the CTI Contract, taking into account the requirements set forth in chapter 3.1.3 and the needs and capacities of the Center. No reason shall be required to be given for the decision regarding admission or denial of admission.

4.2.2. Role of Cooperation Partners

1. A Cooperation Partner shall participate and support the Center in accordance with the Work Plan. Its support may consist of in-kind (such as data, access to infrastructures, etc.), personal and/or financial contributions. In any case, the participation or support of a Cooperation Partner will be regulated in separately negotiated Project Agreements (in accordance with chapter 3.3.2).

2. Up to six (6) representatives of the Cooperation Partners can be elected as Board Members for a period of 1 year, renewable (see chapter 4.1 and 5.2).
3. Cooperation Partners and Academic Research Partners are encouraged to carry out common research projects. Projects of Academic Research Partners and Cooperation Partners in the framework of SCCER-FURIES shall be regulated in separate contracts (Project Agreements).
4. Research Partners involved in a Project Agreement shall inform the Head of their collaboration immediately and then provide financial and scientific information about the collaboration as required by the CTI contract, but at least once a year, in order to facilitate reporting to the CTI. All such information shall be treated as non-confidential.

5. Organisation

5.1. Governing Bodies of the Center

1. The Center shall have the following governing bodies, as shown in Attachment 3:
 - (a) Board
 - (b) Head (and Deputy)
 - (c) Executive Committee
 - (d) Project Manager
 - (e) Management Support Team
 - (f) Work Package Leaders
 - (g) Sub-tasks Leaders

5.2. SCCER-FURIES Board

5.2.1. Composition, Duties and Powers

1. One (1) representative of each Academic Research Partner shall have a seat in the Board as Board Member. The Head is the representative of the Leading House. The Deputy is the representative of the institution that employs him/her.
2. Additionally, the Academic Research Partners may elect up to six (6) representatives of the Cooperation Partners as Board Members for a period of one (1) year (renewable). The Cooperation Partners make suggestions to the Board. Each Cooperation Partner may propose one (1) representative, and each Cooperation Partner may not have more than one (1) representative on the Board at the same time. The following procedure is applied to the election:
 - (a) Firstly, the representatives of the Academic Research partners decide to open a seat for one (1) Cooperation Partner or not. Approval by an absolute majority of the votes is required to open a seat.

- (b) Then one (1) representative of the Cooperation Partner shall be elected by an absolute majority of the votes. If necessary, another round is organized between the two (2) candidates having received the most votes in the first round. Additional rounds may be necessary in case of a tie at either stage. If no candidate is elected after five rounds, the seat is not attributed.
 - (c) The representatives of the Academic Research Partners may decide on opening another seat or not according to point (a), then elect one (1) representative of a Cooperation Partner according to point (b), and so on. Up to six (6) seats can be attributed altogether.
 - (d) For this election, quorum is reached if at least more than half of all representatives of the Academic Research Partners are present.
 - (e) Abstentions and blank or spoiled votes are not taken into consideration in the calculation of the required majorities.
3. Each Board Member is deemed to be duly authorized to deliberate, negotiate and decide on all matters listed in this chapter 5.2.1. paragraph 5
4. The Board shall be the highest governing body of the Center. It is responsible for its operational piloting, and ensures that objectives set forth in the Demande d'encouragement of 21.03.2016 are met under consideration of the CTI Contract, including sufficient third party contributions. In particular, attention should be paid to content, coordination, a comprehensive project portfolio, and Knowledge and Technology Transfer activities.
5. The Board shall exercise the following duties and powers:
- (a) Approve the yearly financial and scientific monitoring reports submitted jointly by the Head and the Project Manager (see chapter 5.3);
 - (b) Decide to request modifications of the capacity building according to Article 3.2 CTI Contract;
 - (c) Approve changes to the work plan 2017-2020 for submission to the CTI SCCER Steering Committee as defined in the CTI Contract;
 - (d) Approve the regularly updated Innovation Roadmap and Top Innovation Chart proposed to tackle the identified challenges and reaching the objectives set in the Energy Strategy 2050, submitted by the ExCom through the Head (see chapter 5.4);
 - (e) Approve the action plan of ExCom on the addressing of CTI Evaluation Panel requirements;
 - (f) Supervise the Head (see chapter 5.3);
 - (g) Promote the Center's goals in industry and politics;

- (h) Ensure that the Governance Regulations are followed;
 - (i) Identify a Partner Institute or Cooperation Partner as being in breach as per chapter 3.4;
 - (j) Identify a Partner Institute or Cooperation Partner as a Defaulting Party and define the remedies to be performed in this case as per chapter 3.4;
 - (k) Terminate the participation of Partner Institute or Cooperation Partner in the Center and define the consequences thereof for the Center (see chapters 5.2.3.3-4).
 - (l) Decide on the dissolution of the Center (see chapter 8);
 - (m) Define consequences of a Partners' Institute's withdrawal for the Center;
 - (n) Admit new Research Partners and/or Partners Institute (see chapters 5.2.3.3-4);
 - (o) Nomination of new WP Leaders or Sub-task Leaders as per chapter 5.6.4;
6. The Head, or in his absence the Deputy, chairs the Board.

5.2.2. Board Meetings

1. The Center shall hold no less than one (1) Board Meeting in each calendar year. Once per year, the financial report and the activities of the previous year shall be discussed and approved.
2. The Board Meeting shall be convened by the Head with at least fourteen (14) calendar -days' notice before the meeting in writing, specifying the agenda.
3. Whenever it sees fit, the Head may convene an extraordinary Board Meeting. A Board Member may request an extraordinary Board Meeting, by giving written notice to the Head and specifying the agenda and the motions to be considered. It shall be convened following the same procedure as for other Board Meetings.
4. Minutes of each Board Meeting shall be kept by the Project Manager. A Board Member may request that its motions including a statement of justification or its rejection of a resolution is recorded in the minutes.
5. Board meetings can take place physically or through teleconferences or cyber-conferences.
6. Board members may be represented. A written power of attorney must be produced at the time of the board meeting (an email is sufficient).

5.2.3. Resolutions

1. In the Board Meeting, each Board Member shall have one (1) vote.
2. Quorum is reached if at least more than half of all Board Members entitled to vote are present or represented.
3. The Board Meeting shall adopt resolutions with the following majorities:
 - (a) Unanimity of the votes cast shall be required for the resolutions concerning termination of the participation of Research Partners;
 - (b) For all other resolutions of the Board, approval by two-thirds of the Board Members present or represented at the Board Meeting and that are eligible to vote shall be sufficient.
4. The following acts require CTI's approval before effect:
 - (a) Modification in the composition of the Board;
 - (b) Admission of new Research Partners;
 - (c) Termination of the participation of Research Partners;
 - (d) Modifications of the capacity building according to Article 3.2 CTI Contract.
5. The Board Member representing a Research Partner may not vote in decisions relating to:
 - (a) Its identification or one of its institutes as being in breach;
 - (b) Its identification or one of its institutes as a Defaulting Party or to the remedies to be performed in this case;
 - (c) the termination of its participation or one of its institutes in the Center or to the consequences thereof.
6. Votes shall be cast on a show of hands or orally.
7. The Project Manager and the Work Package Leaders may attend the Board Meetings in an advisory capacity without voting right but with the right to propose motions.

5.2.4. Circular Resolutions

Resolutions may also be adopted by circular letter (email is sufficient), provided no Board Member requests an oral discussion within 14 calendar days following the communication of such resolutions.

5.2.5. Participation of Third Parties

1. The Board may invite interested third parties, e.g. representatives of industry, politics or international research institutions, but also employees of the individual Research Partners as non-permanent guests to the Board Meetings. By decision of the Board, invited third parties may be excluded from the discussion and voting procedures concerning certain issues.
2. Following the CTI Contract provisions, members of the CTI SCCER Steering Committee and of the CTI SCCER-FURIES Evaluation Committee may attend the Board Meetings as guests.
3. Guests of the Board meetings shall not have the right to vote or move a motion.

5.3. SCCER-FURIES Head

5.3.1. Duties and Powers

1. The Head has the responsibility for the operational implementation of the Center. Furthermore, the Head takes care that the goals described in the Work Plan are accomplished.
2. It has the following duties and powers:
 - (a) It is responsible for the implementation of the SCCER's strategy;
 - (b) It is responsible for controlling and monitoring the SCCER's finances;
 - (c) It is the contact person for the CTI in all issues relating to operational management and it ensures the information flow between the Center and the CTI;
 - (d) It is responsible for providing a set of indicators and regular reports to the CTI (or the Evaluation Panel and Steering Committee), notably deliverables and on the fulfilment of the requirements; after approval by the Board, it ensures the reporting to the CTI (financial and monitoring reports) according to the deadlines agreed in the CTI Contract (see Article 1.8 CTI Contract);
 - (e) It reports all changes in the Governance Regulations to the CTI for approval;
 - (f) After approval by the Board, it submits requests to the CTI for any modification of the capacity building as described in the Article 3.2 CTI Contract;
 - (g) It ensures that experiences and information are exchanged with the other SCCER heads and participates at the SCCER-Heads Meetings;

- (h) It ensures the flow of information, in particular in the field of Knowledge and Technology Transfer;
- (i) It represents the Center in its dealings with industry and towards third parties in general; in his dealings with the industry it acts in the interest of the Center;
- (j) It chairs the Board and the ExCom;
- (k) It supervises the Project Manager and the Management Support Team;
- (l) It notifies in written Partner in breach to remedy such breach within 60 calendar days from the date of notice.
- (m) It is responsible for the preparation of the agenda for and organise the meetings of the Board and the ExCom, supported by the Project Manager (in agreement with 5.4.2 paragraph 3; and and 5.2.2 paragraph 3)

5.3.2. Appointment

1. The Head shall be an employee of the Leading House.
2. The dismissal of the Head and the admission of a new Head shall be decided by the Leading House and be approved by the CTI.

5.3.3. Deputy

1. The Head is assisted by a Deputy.
2. The Deputy replaces the Head in case of absence or incapacity.
3. The dismissal of the Deputy and the admission of a new Deputy shall be decided by the Head and approved by CTI.

5.4. SCCER-FURIES Executive Committee (ExCom)

5.4.1. Composition, Duties and Powers

1. The Executive Committee is composed of the Head, the Deputy, the Project Manager and the Work Package Leaders (together 'Executive Committee Members'). It shall ensure the cross-WP coordination for the implementation of the Innovation Roadmap and exchange of best practices for the improvement of the Center's performance. The ExCom reports to and advise the Board on the scientific and strategic planning. In particular, the Executive Committee shall:
 - (a) Develop the action plan on the addressing of EP's requirements as approved by the Board and monitor its implementation;

- (b) Coordinate the updating of the Innovation Roadmap and the Top Innovation Chart; and submit its updated version to the Board for approval through the Head (see chapter 5.4) and monitor its implementation in collaboration with the Sub-task leaders;
 - (c) Exchange best practices on the Knowledge and Technology Transfer and engagement of new Cooperation Partners;
 - (d) Coordinate presentations for events such as the CTI Evaluation Panel's Site Visit and Annual conference;
 - (e) Coordinate the organisation of one (1) young scientists school per year at the SCCER-FURIES level according to the 'demande d'encouragement SCCER' of 21/03/2016;
 - (f) Plan the organisation of no less than two (2) thematic workshops per year, with participation (and sponsorship) of the industrial partners and in collaboration with the Management office;
 - (g) Undertake any *ad hoc* activity required for the improvement of the performance of the Center.
2. The Head, or in his absence the Deputy, chairs the ExCom.

5.4.2. ExCom Meetings

1. The Center shall hold no less than two (2) ExCom Meetings in each calendar year.
2. The ExCom Meeting shall be convened by the Head with at least ten (10) calendar-days' notice before the meeting in writing, specifying the agenda.
3. Whenever it sees fit, the Head may convene an extraordinary ExCom Meeting. A ExCom Member may request an extraordinary ExCom Meeting, by giving written notice to the Head and specifying the agenda and the motions to be considered. It shall be convened following the same procedure as for other ExCom Meetings.
4. Minutes of each ExCom Meeting shall be kept by the Project Manager. A ExCom Member may request that its motions including a statement of justification or its rejection of a resolution is recorded in the minutes.
5. ExCom meetings can take place physically or through teleconference or cyber-conferences.
6. ExCom members may be represented. A written power of attorney must be produced at the time of the board meeting (an email is sufficient).

5.4.3. Resolutions

1. In the ExCom Meeting, each ExCom Member shall have one (1) vote.
2. Quorum shall be reached if at least more than half of all ExCom Members entitled to vote are present or represented.
3. Approval by two-thirds (2/3) of the ExCom Members present or represented at the ExCom Meeting and that are eligible to vote shall be sufficient to adopt resolutions.
4. Votes shall be cast on a show of hands.
5. The Project Manager shall attend the ExCom Meetings in an advisory capacity without voting right but with the right to propose motions.

5.4.4. Circular Resolutions

Resolutions may also be adopted by circular letter (email is sufficient), provided no ExCom Member requests an oral discussion within 14 calendar days following the communication of such resolutions.

5.4.5. Participation of Third Parties

1. The ExCom may invite representatives of Cooperation Partners as guests of the ExCom Meetings as appropriate. Guests shall not have the right to vote. By decision of the ExCom, guests may be excluded from the discussion concerning certain issues.
2. The ExCom may further invite interested third parties, e.g. representatives of industry, politics or international research institutions, but also employees of the individual Research Partners as non-permanent guests to the ExCom Meetings. By decision of the ExCom, invited third parties may be excluded from the discussion concerning certain issues.
3. Guests of the ExCom meetings shall not have the right to vote or move a motion.

5.5. SCCER-FURIES Project Manager and Management Support Team (MSTeam)

1. The Management Support Team shall be responsible for the daily operations of the Center under the supervision of the Head.
2. The Management Support Team shall be directed by the Project Manager. The Project Manager shall be appointed by the Head.
3. The Management Support Team shall be integrated in the Leading House (EPFL) in organizational terms. The DESL shall provide the necessary infrastructure for the Management Support Team.

4. The Project Manager shall have the following duties:
 - (a) Prepare the agenda for and organise the meetings of the Board and the ExCom together with the Head and record the minutes of the meetings;
 - (b) Support the implementation of the resolutions by the Board and the ExCom;
 - (c) Organise, direct and control the daily operations of the Center and support the Head in his duties;
 - (d) Manage the SCCER-FURIES CTI-Funds and order the transfer of the payments to the Academic Research Partners in accordance with the CTI Contract;
 - (e) Manage the operational budget of the Center;
 - (f) Prepare the scientific and financial report, based on inputs from Partner's institutes and WP Leaders;
 - (g) Compile the new Work plan for approval by the Board and submission to the CTI, based on inputs from Partners' Institutes;
 - (h) Coordinate the communication and dissemination activities of the Center;
 - (i) Coordinate the Knowledge and Technology Transfer activities of the Center;
 - (j) Exchange knowledge with the other Managers of SCCERs;
 - (k) Publish the innovation roadmap of the Center on the Website;
 - (l) Organise the yearly SCCER-FURIES Conference as set forth in the CTI Contract;
 - (m) Support the organisation of Thematic Workshops and summer schools;
 - (n) Ensure timely and effective information flow among the Management Support Team, the Head, the Board and the ExCom.

5.6. Work Package Leaders and Sub-task Leaders, Duties and Powers

1. The Work Packages (WP) are defined in the Work Plan. Each sub-task is part of a WP. Each WP has a Work Package Leader (WP Leader) and one or several Sub-task Leaders, as defined in the Work Plan.
2. Each Work Package Leader, in collaboration with the Sub-tasks Leaders, is responsible for the performance of his/her leading Work Package, based on the criteria

defined in the Monitoring report and according to the 'demande d'encouragement SCCER' of 21/03/2016.

3. Each Sub-task Leader is responsible for the performance of his/her leading sub-task(s), based on the criteria defined in the Monitoring report and according to the 'demande d'encouragement SCCER' of 21/03/2016.
4. Work Package and Sub-task Leaders should particularly focus on collaboration at the inter- and intra- subtasks level, respectively. Therefore, they shall have the following duties at the Work Package and Sub-task level respectively and as appropriate:
 - (a) Coordinate efforts and overlook research activities ensuring inter- and intra-subtask collaborations;
 - (b) Organize and coordinate strategic meetings between Partners' institute(s) and Cooperation Partner(s) and/or 3rd parties working on WP's and Subtask's focus-area;
 - (c) Design and initiate projects of the WP and Subtask focus-area leading to the implementation of the Innovation roadmap, in collaboration with the concerned Research Partners;
 - (d) Undertake coordinated Knowledge and Technology Transfer activities with Cooperation Partner(s) and 3rd parties that work on their WP and Subtask's focus area; and ensure exchange of knowledge and capabilities among WP and Subtask partners;
 - (e) Undertake training activities for professional and young scientists on their WP's and Subtask's focus area; and report to the Management office any upcoming training activity;
 - (f) Organise and chair WP, and Subtask internal meetings and thematic open to the public workshops on their WP's and Subtask's focus area;

Furthermore, the WP Leaders shall carry out the scientific monitoring of the CTI-approved WP, in collaboration with the subtask teams; and the Research Partners; in collaboration with the Project Manager.

Moreover, the Sub-task Leaders shall:

- (a) Synthesis (if needed), and control the quality and timely submission of Sub-task's deliverables, as described in the Work Plan, to the Management Office (for reporting to the CTI) and the related WP leader (for information). Such reports shall be non-confidential.

- (b) Define annual updates of subtask innovation roadmaps for individual technologies, if relevant, and Top innovative technologies, and provide them to the WP Leaders upon request
5. If a WP Leader or Sub-task Leader needs to be replaced, the new WP Leader or Sub-task Leader is nominated by the Board.

6. Intellectual Property Rights, Publications, Confidentiality, No warranties, Data Protection and Liability

6.1. Intellectual Property Rights of SCCER Results

1. Any intellectual property right of SCCER Results generated by a Research Partner shall be owned by such Research Partner. A Research Partner may grant licenses on its SCCER Results for any purpose at its sole discretion. Each Research Partner keeps its intellectual property rights obtained before, after and/or outside the activities of the SCCER-FURIES (“Background”). Research Partners may communicate in writing to the Board the Background to which they are ready to grant access rights to the other Research Partners and the related conditions.
2. If more than one Research Partner has contributed to SCCER Results, which cannot be separated in distinct SCCER Results for the stake of protection and exploitation, such SCCER Results (“Joint SCCER Results”) shall be jointly owned by the contributing Research Partners. The ownership share shall be determined in accordance with the respective contribution to the Joint SCCER Results. The joint owners shall agree among themselves upon possible applications of patents and strategy of commercialization. In case of patent applications, the joint owners may agree on the principle to designate one of them as responsible for handling the commercial and contractual aspects related to the exploitation of such Joint Research Results and to file a patent application in its name and at its own costs. Agreements shall be made in writing. If no agreement between the joint owners exists, each of the joint owners shall be free to use Joint SCCER Results for any purpose and to grant non-exclusive licenses, without accounting to any other joint owner.
3. Research Partners shall communicate to the Board, through the Head, any filing of patents applications on SCCER Results immediately.

6.2. Intellectual Property Rights of Projects Results

1. In case of Projects Results, ownership and exploitation of intellectual property rights shall be subject to terms and conditions of the Project Agreements. In the absence of specific terms and conditions, the intellectual property rights rules of SCCER Results shall also apply to Projects Results, if the Projects Results are generated under the activities of the Center.

2. Research Partners shall communicate to the Board through the Head any filing of patents applications on Projects Results immediately.

6.3. Publications

1. The Research Partners shall regularly exchange all information relevant for the advancement of the SCCER, either orally or in writing.
2. The dissemination of SCCER Results obtained by Academic Research Partners either by publications or by participation to scientific conferences or by continuing education programs is one of the key measures of the impact and success of the SCCER and is strongly encouraged. Such SCCER Results shall be disseminated in scientific publications and reports in accordance with standard academic principles, with acknowledgement to CTI support (incl. the Energy logo when appropriate) and reference to SCCER-FURIES.
3. A Research Partner shall not include in any publication (or dissemination activity) another Research Partner's (i) SCCER Results, (ii) Projects Results or (iii) Background without obtaining the owning Party's express prior written approval, unless they are already published. At least 45 calendar days prior notice of any dissemination activity shall be given to the other Research Partners involved in the publication, including sufficient information concerning the planned dissemination activity and the date envisaged to be disseminated. Following notification, any of those Research Partners may object within 30 calendar days of the notification to the envisaged dissemination activity if it considers that its legitimate interests in relation to its own (i) SCCER Results or (ii) Projects Results or (iii) Background or (iv) confidential information would suffer disproportionately great harm. In such cases, discussion shall be held without delay to determine acceptable modifications to resolve the issue and allow dissemination within three (3) months from the objection. If no objection is made within the 30 calendar days stated above, a second notification shall be given and if the Research Partners not object within 10 calendar days, the publication is permitted. The Research Partners may agree in writing on different time-limits in Project Agreements.
4. Notwithstanding the foregoing, any Research Partner shall have the right to publish its own SCCER Results. For the avoidance of doubt, a Research Partner shall not publish SCCER Results or Project Results or Background or confidential information of another Research Partner without express prior written approval, subject to chapter 6.3.3 and subject to the relevant Project Agreement's terms and conditions.
5. Each Research Partner shall evaluate the opportunity to protect by a patent application SCCER Results before making any public disclosure of such results.

6.4. Confidentiality

1. Each Research Partner commits itself to treat the confidential information belonging to the other Research Partners in a confidential manner and not to divulge such

information. Research Partners undertake to use such confidential information only in relation to the execution of the project unless otherwise agreed in writing with the disclosing party. Confidential information shall be clearly labelled as confidential by the disclosing party or, if disclosed orally, shall be confirmed in writing as being confidential within 30 calendar days from its disclosure. These confidentiality obligations do not apply to information that (i) was or later falls in the public domain, without any fault of the receiving party; or (ii) was already in the possession of the receiving party; or (iii) was obtained in good faith by the receiving party from a third party entitled to disclose it; or (iv) was or is developed independently by the receiving party without knowledge or use of any confidential information of the disclosing party.

2. The confidentiality obligations remain in force for 5 years after the disclosure by the disclosing party.

6.5. No warranties

1. In respect of any information, materials or SCCER Results supplied by one (1) Research Partner to another under any activities in relation with the Center, the Research Partners make no warranties, neither express nor implied, regarding such information, materials or SCCER Results, including but not limited to warranties of originality, accuracy, non-infringement of third party rights, merchantability, completeness or fitness for a particular purpose.
2. Therefore, a Research Partner receiving any such information, materials or SCCER Results shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and no Research Partner providing any information, materials or SCCER Results or granting any rights therein shall be liable in case of infringement of proprietary rights of a third party resulting from any other Research Partner using such information, materials or SCCER Results for any purpose.

6.6. Data Protection

1. Each Research Partners shall comply with the Swiss Federal Act on Data Protection of 19th June 1992 and/or other applicable cantonal or European regulations regarding data protection.
2. In case, a Research Partner processes raw personal data from data subjects, it must collect free and informed consent from these data subjects. The Research Partner shall inform the concerned data subject of the following:
 - a. The identity of the data controller(s);
 - b. The purpose of the process of data;
 - c. The identity of potential data recipients;
 - d. The right of the data subject to have access to his data;
 - e. The foreseen consequences if the data subject refuses to consent.

3. The Parties agree to keep confidential all information relating to an identified or identifiable natural or legal person (Personally Identifiable Information “PII”) for the maximum duration legally admissible. The Research Partner shall i) render the PII received from another Research Partner anonymous as soon as the purpose of the processing permits; ii) only disclose the PII received from Research Partner to a third party with the prior consent of providing Research Partner and iii) publish the PII received from Research Partner in such a manner that the data subjects of the PII may not be identified.
4. Each data process shall be sufficiently documented and the time-period of the data storage shall not be excessive.
5. The Board may approve a privacy impact assessment and may take measures to safeguard the rights of the data subjects.
6. In case of a litigation or in case of a request of access right by a data subject, each Research Partner undertakes to cooperate with the concerned Research Partner.

6.7. Limitation of Liability

1. Subject to any indemnification obligations and subject to chapter 6.7, no Research Partner shall be responsible to any other Research Partner for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by gross negligence.
2. The terms of this Governance Regulations shall not be construed to amend or limit any Research Partner’s statutory liability.
3. Each Research Partner shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Research Partner’s obligations by it or on its behalf in relation with the activities of the Center or from his use of information, materials or SCCER Results obtained from another Research Partner. Any and all loss shall be borne by the faulting Research Partner. Therefore, the faulting Research Partner shall, to the fullest extent permitted by the applicable law, defend, indemnify and hold the other Research Partners harmless against such third party claims.
4. Each Research Partner is responsible for its personnel deployed to work for the Center.

6.8. Liability of Academic Research Partners for the violation of the CTI contract

Each Academic Research Partner shall be solely liable for any loss, damage or injury to other Academic Research Partners resulting from the violation of the said Academic Research Partner’s obligations under the CTI contract by it or on its behalf. Any and all loss shall be borne by the faulting Academic Research Partner. Such loss includes, in particular,

loss of SCCER-FURIES CTI-funds or obligation to reimburse SCCER-FURIES CTI-funds to the CTI (including annual interests of 5%), following the CTI's decision as per Article 3.7 CTI contract.

7. Governance

7.1. Financing and Assets of the Center

1. Except as agreed otherwise in writing, the Research Partner's assets, even if introduced to the Center, remain the sole property of such respective Research Partner and are not affected by these Governance Regulations.
2. Subject to anything to the contrary set forth in Project Agreements, each Research Partner bears its own costs and expenses for participating in and contribution to the Center. Each Research Partner is responsible for the payment of its taxes and other levies.
3. The Center financing shall be ensured by the CTI Contract, by the contributions of the Academic Research Partners (matching funds) and by further projects regulated under separate Project Agreements (i.e. SNF, CTI, EU FP7/Horizon 2020, collaborations with industry and others). Cooperation Partners are not eligible for funding under the CTI Contract.
4. The SCCER-FURIES CTI-funds are not considered as assets of the Center but belong to each Academic Research Partner individually in accordance with the distribution key set forth in Annex 3 of the CTI Contract. The SCCER-FURIES CTI-funds are governed by the CTI Contract. The SCCER-FURIES CTI-funds shall be transferred by the Leading House to the Academic Research Partners in accordance with the regulations set forth in the CTI Contract and after receipt from CTI.

7.2. Representation

Neither Research Partner nor any of its personnel (e.g. Head etc.) shall be entitled to commit another Research Partner or the Center to any obligation in connection with the purpose of the Center, without the prior written consent of the affected Research Partner.

7.3. Accounting Records and Reporting in relation to the CTI Contract

For Academic Research Partners committed by the CTI Contract, the following shall apply:

- (a) The business year of Center shall be the calendar year.
- (b) For each period of the CTI Contract the accounting, annual reporting required by the CTI Contract shall be administered by the Leading House, in accordance with the provisions set in the CTI Contract.

- (c) For compliance with the CTI Contract, the Academic Research Partners will support the Leading House to the best of their abilities. In particular, the Academic Research Partners shall timely provide to the Leading House all documents and information required to comply with its obligations stated in the CTI Contract. Financial data shall be provided at least four (4) weeks before the annual deadline decided by the CTI. The accuracy of the information communicated to the Leading House is at the sole responsibility of the Academic Research Partners.
- (d) The Head, the Project Manager and the Financial Service of the Leading House define directives to the Academic Research Partners regarding financial accounting procedures.

8. Establishment and Dissolution of the Center

1. These Governance Regulations shall enter into force as soon as all Academic Research Partners have signed and shall have retroactively effect to the start of the Center on January 1st, 2017.
2. The Governance Regulations shall continue in full force and effect as long as the CTI Contract is in force. They will further remain in full force and effect as long as the Center is prolonged by the CTI.
3. The Center dissolution shall be effective upon a resolution of the Board, the termination of the CTI Contract for whatever reason, or for a good reason subject to a legal challenge. Any other reason does not lead to the dissolution of the Center, meaning that the Center will continue to exist despite the occurrence of other cause or the withdrawal of a Research Partner for any reason (voluntarily, bankruptcy, etc.). In particular, the Research Partners who are willing to continue the SCCER-FURIES after termination of the CTI Contract may mutually agree to do so in writing.
4. The dissolution of the Center shall be without prejudice to the completion of ongoing Project Agreements, except as otherwise agreed by the Research Partners involved in them.
5. The provisions in chapters 6 “Intellectual Property Rights, Publications, Confidentiality, No warranties, and Liability” (including 6.4, for the time period mentioned therein) and 11 “Settlement of Disputes, Applicable Law and Place of Jurisdiction” shall survive the dissolution of the Center.
6. In case of dissolution of the Center, a phase of liquidation will be open. In such situation, every decision will be taken by a majority of the votes of the Board. In any case, the Research Partners must inform the CTI immediately. The Research Partners may appoint a third party as a liquidator. The Research Partners may decide in

conjunction with the CTI to establish a final balance of the liquidation. As a principle, the assets granted by the CTI, which are not already spent at the time of the dissolution, must be reimbursed to CTI, according to the distribution key set forth in Annex 3 of the CTI Contract.

9. Withdrawal of a Research Partner from the Center

1. An Academic Research Partner may withdraw by the end of the business year from the Center by giving six (6) months' notice to the Head in writing and after receipt of all required approvals.
2. A Cooperation Partner may immediately withdraw from the Center at any time by giving notice in writing to the Head and without being required to specify the reasons.
3. A Research Partner's withdrawal from the Center shall not relieve such Research Partner from any of its rights, obligations or liability occurred before such withdrawal. This includes the obligation to provide all input, deliverables and documents for the period of its participation. The withdrawing Research Partner gets back its items of property provided for use by the Center. Any further compensation or surplus for the withdrawing Research Partners is excluded.
4. The further consequences of the withdrawal of Research Partners for ongoing projects shall be decided by the Board (see chapter 5.2), subject to chapter 9.5.
5. The withdrawal of a Research Partner from the Center shall be without prejudice to the completion of ongoing Project Agreements to which said Research Partner is a party, except as otherwise agreed by the Research Partners involved in them.

10. General Provisions

1. These Governance Regulations and any amendment or addition to them are legally valid after approval by CTI.
2. No amendment or addition to these Governance Regulations will be effective unless it is made in writing and signed by each Research Partner's authorized representative(s).
3. If individual provisions of these Governance Regulations are invalid or the fulfilment thereof is impossible, the validity of the remaining parts will not be affected. The Research Partners will undertake that in such cases they will, without delay, replace the invalid provision with a valid one whose content most closely replicates the original intention. The same shall apply in the event of any omission in the Governance Regulations.

11. Settlement of Disputes, Applicable Law and Place of Jurisdiction

1. The primary mechanism for the resolution of disputes shall be negotiation within the Center.
2. These Governance Regulations shall be construed and governed by the laws of Switzerland, without reference to its conflict of laws principles, and shall not be governed by the United Nations convention of International Contracts on the Sale of Goods (the Vienna Convention). The sole place of jurisdiction is Lausanne.

12. Signature

AS WITNESS:

The Parties have caused these Governance Regulations to be duly signed by the undersigned authorized representatives in separate signature pages.

Leading House:

Ecole Polytechnique Fédérale de Lausanne

EPFL

Bâtiment CE 3316 Station 1

CH-1015 Lausanne, Switzerland

Signature:

Name: Philippe Gillet

Title: Vice President of Academic Affairs at the EPFL

Date:

Signature:

Name: Dr. Matthias Gäumann

Title: Director of Research Affairs

Date:

Signature:

Name: Mario Paolone

Title: Associate Professor

Date:

13. Attachment 1: Accession Document for new Research Partners

ACCESSION

of a new Research Partner to
the SCCER-FURIES Governance Regulations, version [..., DD-MM-YYYY]

[Legal name of the new Research Partner]

hereby consents to become a party to the SCCER-FURIES Governance Regulations and accepts all the rights and obligations of [choose: a Cooperation Partner/ an Academic Research Partner] starting [date].

The Ecole Polytechnique Fédérale de Lausanne, as Leading House of SCCER-FURIES

hereby certifies that the SCCER-FURIES Board has accepted in the meeting held on [date] the accession of [Legal name of the new Research Partner] to the SCCER-FURIES Governance Regulations starting [date].

The accession of the new Research Partner requires the CTI's approval before taking effect.

This Accession Document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Place], [Date]

[Legal name of the new Research Partner]

[Legal address of the new Research Partner]

Signature:

Name:

Title:

Signature:

Name:

Title:

Lausanne, [Date]

Ecole Polytechnique Fédérale de Lausanne

Bâtiment CE 3316 Station 1, CH-1015 Lausanne, Switzerland

Signature:

Name:

Title:

Signature:

Name:

Title:

14. Attachment 2: Accession Document for Existing Research Partners

ACCESSION

of a Research Partner to
the SCCER-FURIES Governance Regulations, version v2, 09 May 2017

[Legal name of the Research Partner]

hereby consents to remain a party to the SCCER-FURIES Governance Regulations and accepts all the rights and obligations of [choose: a Cooperation Partner/ an Academic Research Partner].

The Ecole Polytechnique Fédérale de Lausanne, as Leading House of SCCER-FURIES

hereby certifies that the SCCER-FURIES Board has accepted in the meeting held on [date] the accession of [Legal name of the Research Partner] to the SCCER-FURIES Governance Regulations starting [date].

This Accession Document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Place], [Date]

[Legal name of the Research Partner]

[Legal address of the Research Partner]

Signature:

Name:

Title:

Signature:

Name:

Title:

Lausanne, [Date]

Ecole Polytechnique Fédérale de Lausanne

Bâtiment CE 3316 Station 1, CH-1015 Lausanne, Switzerland

Signature:

Name:

Title:

Signature:

Name:

Title:

15. Attachment 3: Organization chart

