

## NESSI Governance

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## 1. INTRODUCTION

The combination of the growing demand for software and services together with the structural forces affecting industry represent a new opportunity for Europe.

In this context, the NESSI initiative embodies the strategic mechanism through which Europe will seize this opportunity and exploit its global capability, not only to the benefit of the software and ICT services industry, but also to that of all economic sectors, and ultimately to the benefit of all citizens.

As such, the NESSI ambition is to develop a visionary unified European strategy for software and services driven by a common European Research Agenda, where innovation and business strength are reinforced by:

- providing European Industry and the Public Sector with efficient services and software infrastructures to improve flexibility, interoperability and quality;
- mastering complex software systems and their provision as service oriented utilities;
- establishing the technological basis, the strategies and deployment policies to speed up the dynamics of the services ecosystem;
- developing novel technologies, strategies and deployment policies that foster openness, through the increased adoption of open standards and open source software as well as the provision of open services; and
- fostering safety, security and the well-being of citizens by means of new societal applications, enhanced efficiency of industry and administrations, and competitive jobs;

hence transforming the European economy into a knowledge-based economy, and enabling the European software and IT services industry to attain a stronger global position.

The intended scope of NESSI is to:

- provide a unified view for European research in Services Architectures and Software Infrastructures;
- identify a shared strategic research agenda based on technological and economic considerations;
- coordinate implementation of the research objectives;
- demonstrate the potential application of research results to existing business processes as well as in new products and services;
- continuously analyse relevant state-of-the-art technologies, including the opportunities offered by available approaches and the appearance of new paradigms;
- continuously analyse the state of the service-oriented software industry and the economic impact of the research undertaken. This will provide real economic data for the definition of future research directions; and
- establish the strategies and deployment policies to speed up the realization of the vision, including public policies to fuel the dynamics of the services ecosystem.

This document sets out the governance framework for NESSI – setting the parameters and providing guidance for coordinating its activities.

## **2. NESSI GOVERNANCE PRINCIPLES**

The initiative on Networked European Software & Services (NESSI) is based on the following principles:

- the platform is industry-driven; and
- participation in the platform is open. All major stakeholders in European service-oriented software have the opportunity to find out about and contribute to the activities of the platform.

The governance structure guarantees these principles. It ensures that direction is set by industry and that participation is open to all interested parties. NESSI also recognises the importance of Open Source Software in contributing to the development of the European software and services sector. It provides a management structure that can coordinate research priorities to make effective use of available funding, to deliver significant economic benefits for Europe.

### **2.1. Stakeholders**

A range of stakeholders will be involved in NESSI. They will include:

- Commercial technology providers
- Integrators
- Service providers
- Solution providers
- SMEs and SME associations
- Open Source Community
- Public institutions
- Academic and research institutions
- Industrial users
- European, national, or regional strategic initiatives, such as ITEA, EUREKA, or National Competency Centers
- The European Commission
- European Union Member States

A particular focus of the initiative is to ensure that SMEs are well represented, both as providers of technology and as users to maximise the benefits to the economy of Europe.

## 2.2. Economic support

Economic support is expected to come from the following sources:

- Investment by NESSI members
- Public support by the European Commission
- Public support by local, regional and national authorities in Europe

## 3. NESSI FORUM AND GOVERNING BODIES

The governance structure of NESSI is shown in Figure 1.

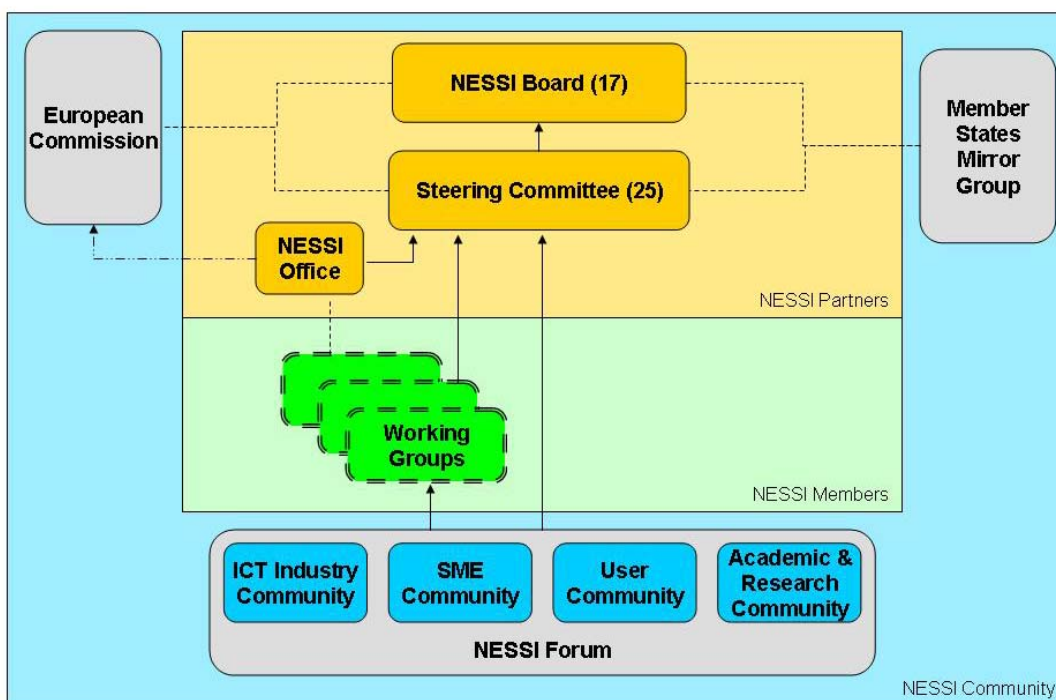


Figure 1: NESSI Governance Structure

### 3.1. NESSI Community (Forum)

(a) Participation to the NESSI Community (or *Forum*<sup>1</sup>) is open to all parties supporting the mission and vision of NESSI (including large companies, SME's, users from all application domains, academia, research institutions, consortiums, associations, governmental bodies or agencies, and interested individuals, regardless of their affiliation). The Forum meets no less than once a year in the Annual Forum Meeting (or Conference). This is an open meeting at which vision, plans and results of NESSI will be presented and discussed, and which can create proposals to be considered by the *Steering Committee*.

(b) The *Forum* includes four distinguished stakeholder communities (*NESSI Communities*): SME, User, ICT Industry (not SME) and Academic & Research Communities.

The role of the Forum and its Communities is to review and provide input on:

- the previous year's report produced by the *Steering Committee*;

<sup>1</sup> The *NESSI Forum* is a subset of the *NESSI Community*. The *NESSI Forum* does not include the institutional representation to NESSI, such as the EU Commission and the Mirror Group, which are not subject to the terms of this Governance document. The *NESSI Forum* includes only the persons or organizations whose participation is directed by this Governance document.

- the strategic plan for the next year issued by the *Steering Committee* and approved by the *Board*;
- documents related to the Strategic Research Agenda; and
- Academic & Research Community documents and standards-related activities.

*NESSI Communities* will furthermore be invited to define the views of their communities and exchange information on the “state-of-the-art” in domains relevant to NESSI.

Members of the *NESSI Communities* may apply to participate in *Working Groups* or join the *Board* or *Steering Committee*, as described in the relevant sections.

(c) To take part in one of the *NESSI Communities*, an organization must meet the following criteria:

- being a legally established corporation, individual firm, partnership, university or research institution (further referred to as organization);
- having a legal presence in the European Union member states or candidate states for a purpose other than sale, distribution, or maintenance of products engineered and manufactured outside of the European Union;
- making a statement of support for the mission and vision of NESSI; and
- belong to one of the following four categories: SME, User, ICT industry, or Academic & Research

The following additional criteria apply:

- for SME: to be recognised as an SME or SME association. In case of dispute, the definition given by the European Commission (currently Recommendation 2003/361/EC) will be used.
- for User: organization using ICT technologies to conduct business, with the exception of those belonging to the ICT Industry.
- for ICT Industry: organization whose principal activity is in the engineering, manufacturing, sales, or distribution of ICT products or services.
- for Academic & Research: organization whose principal activity is to conduct research or is any type of higher education institution, according to national legislation or practice, which offers qualifications or diplomas at that level, whatever such establishments may be called in the Member States.

Governmental agencies can belong to either the User Community or the Academic & Research Community as appropriate in regard to their purpose.

### 3.1.1. SME Community

The role of the **SME Community** is to advise the *Steering Committee* on relevant issues affecting the development of SME's in Europe and to suggest measures to support and facilitate their development and growth.

The *Steering Committee* will invite a set of European SME's from the Annual Forum Meeting (or Conference) to hold a first meeting. A member of the *Steering Committee* will be appointed to support the SME Community and liaise with the *Steering Committee* until members of the SME Community are appointed to the *Steering Committee*.

### 3.1.2. User Community

The **User Community** represents the interests of the industrial users of the software and services that will result from the activities of NESSI. Its role is to ensure that user requirements are fully taken into account and that potential users are aware of the results. This aim is to maximise the economic benefit of the results of NESSI in a wide range of industry sectors.

The *Steering Committee* will invite a set of European Users from the Annual Forum Meeting (or Conference) to hold a first meeting. A member of the *Steering Committee* will be

appointed to support the User Community and liaise with the *Steering Committee* until members of the User Community are appointed to the *Steering Committee*.

### 3.1.3. ICT Industry Community

The **ICT Industry Community** represents the interests of the European ICT industry, broadening the representation beyond the Permanent Members on the *Steering Committee*. It consists of companies that are not SME's and thus cannot participate in the SME Community.

It is drawn from the ICT Industry Group whose members are expected to participate actively in the development and implementation of the NESSI Strategic Research Agenda.

The *Steering Committee* will invite a set of larger companies from the ICT industry in Europe to hold a first meeting. The Permanent Members of the *Steering Committee* will be actively participating to the ICT Industry Community.

### 3.1.4. Academic & Research Community

The role of the **Academic & Research Community** is to ensure that the research activities of NESSI have a sound scientific basis and that decisions are made with full awareness of advances made by the scientific and research community. It will consist of members of universities and research centres that do not have legal industrial profile and thus cannot join the ICT Industry Community.

The *Steering Committee* will invite a set of European research stakeholders to hold a first meeting. A member of the *Steering Committee* will be appointed to support the Academic & Research Community and liaise with the *Steering Committee* until members of the Academic & Research Community are appointed to the *Steering Committee*.

## 3.2. Working Groups

NESSI uses a structure of *Working Groups* to perform specific tasks, notably:

- building a complete Research Agenda (breadth);
- adding detail to the Research Agenda in specific areas (depth);
- liaise with established research activities contributing to the NESSI vision;
- gather input from specific NESSI Communities or specific industry segments;
- defining and executing specific activities as defined by the *Steering Committee*; or
- providing focused contributions to standards bodies.

These Working Groups are created by the *Steering Committee* in coordination with the *Board*. These Working Groups expire upon the accomplishment of their mission.

In general, *Working Groups* are open to the *NESSI Communities* through a process defined below.

The lifetime of each working group is determined on a case-by-case basis, depending on, for example, the breadth of scope and the contribution made to the Strategic Research Agenda. An initial review period is defined when each group is established. The *Steering Committee* decides on continuation at the end of this period and sets a date for subsequent review.

### 3.2.1. Participation in Working Groups

(a) Organizations which belong to one of the distinguished Stakeholder Communities are encouraged to express their interest in joining Working Groups, according to the procedure defined by the *Steering Committee* and communicated separately.

(b) On the basis of subsection (e) below, the *Board* or *Steering Committee* will invite members of the NESSI Community or participants to the Forum to join NESSI Working Groups. The invited party will be required to become NESSI Member, as specified in section 4(b) unless other dispositions are specified for the Working Group.

(c) Subject to 3.2.1(b) above, unless specific dispositions specify otherwise, the *Board* or *Steering Committee* will only select candidate organizations meeting the following criteria:

- belonging to specific distinguished user communities (as specified in the mission of the Working Group)
- having a legal presence in the European Union member states or candidate states for a purpose other than sale, distribution, or maintenance of products engineered and manufactured outside of the European Union;
- making a formal statement of support for the mission and vision of NESSI;
- making a statement of commitment to active participation in relevant activities; and
- in case of the ICT community: having significant ICT research activities located in Europe.

(d) Industry associations are welcome to participate in the NESSI Forum but, with the exception of SME associations and associations or consortiums representing the Open Source community, will not be selected to join Working Groups.

(e) Notwithstanding the above criteria, the candidates will be selected based on their motivation to the objectives of NESSI and their ability and commitment to contribute to the Working Group. Previous participation to NESSI activities and other EU research projects will be taken in consideration as key indicators of the above. The overall balance and efficiency of the Working Group will be considered as well.

### **3.3. Mirror Group**

A **Mirror Group** will ensure the effective participation of national public authorities as policy makers, regulators and funding bodies. The Mirror Group is intended to develop synergies between national and international programmes. This includes coordination of resources in support of the Strategic Research Agenda and promotion of a fertile environment for effective innovation. The Mirror Group comprises representatives of all EU member states, accession states and all others that are geographically part of the continent of Europe. In addition there are additional representatives for each of the relevant EUREKA programmes (e.g. ITEA, CELTIC). The Mirror Group appoints annually a chairperson and a vice-chairperson that will join the *Steering Committee* as non-voting members.

### **3.4. NESSI Board**

(a) The **NESSI Board** (referred to as **Board**) is the NESSI governance body with the highest level of authority.

The **Board** consists of executive-level representatives of:

- Thirteen Permanent Members, initially consisting of Atos Origin, BT, Engineering Ingegneria Informatica S.p.A., IBM, HP, Nokia, ObjectWeb, SAP AG, Siemens, Software AG, Telecom Italia S.p.A., Telefónica S.A., and Thales
- One appointed member of the SME Community
- One appointed member of the User Community
- One appointed member of the ICT Industry Community
- One appointed member of the Academic & Research Community

(b) The **Board** will meet at least twice a year. Its role is:

- to approve any changes to the Governance terms described herein and the NESSI Agreement, upon proposal of such changes by the *Steering Committee*;
- to appoint members of the SME, User, ICT Industry, and Academic & Research Community to the **Board** and the *Steering Committee*;
- to validate the industrial commitment to the initiative;
- to endorse and validate the strategic direction set by the *Steering Committee*;
- to provide direction to the *Steering Committee* on critical issues; and
- to undertake formal contacts with the European Commission and European governments

(c) By policy, the **Board** takes decisions by consensus. Routine operational decisions are taken without vote. **Board** decisions taken by vote require a 2/3<sup>rd</sup> majority of the total number of members entitled to vote (as opposed to the number of members present at the meeting).

Quorum is set at 2/3<sup>rd</sup> of the voting membership. The *Board* may take urgent decisions by email voting or by phone conferences.

(d) The *Board* elects a Chairperson at each annual meeting, which shall be referred to as NESSI Chairperson. The *Board* may also elect up to two Vice-Chairpersons.

Further dispositions, including the appointment of members of the NESSI Communities, are listed in the section 4.

### **3.5. NESSI Steering Committee**

(a) The **NESSI Steering Committee** (referred to as *Steering Committee*) has the main operational authority, by delegation of the *Board*.

(b) Membership is restricted to 25 members with voting rights. This comprises:

- Thirteen Permanent Members, initially consisting of Atos Origin, BT, Engineering Ingegneria Informatica S.p.A., IBM, HP, Nokia, ObjectWeb, SAP AG, Siemens, Software AG, Telecom Italia S.p.A., Telefónica S.A., and Thales;
- 3 appointed members of the SME Community
- 3 appointed members of the Academic & Research Community
- 3 appointed members of the User Community
- 3 appointed members of the ICT Industry Community

In addition, the *Steering Committee* has the following non-voting members:

- the head of the *Office*
- the chairperson and vice-chairperson of the Mirror Group; and
- two observers from the European Commission directly nominated by the Commission.

(c) The role of the *Steering Committee* is:

- to define and update the Strategic Research Agenda and to oversee its implementation;
- to define policy and guidelines for the operation of the Platform, including coordinated approaches to IPR and standards;
- to be responsible for establishing and maintaining appropriate links to other European Technology Platforms where there is benefit in strategic alignment;
- to set up task forces to implement specific actions;
- to review this governance document every two years, and propose at that time new versions of the governance document to the *Board* for approval; and
- to attribute the NESSI label to research studies proposed to the EC.

(d) The *Steering Committee* has a Chairperson and two or more vice-chairpersons, elected every year by the *Steering Committee* from among the voting members. The chairperson of the *Steering Committee* shall come from (and be affiliated to) a different organization than the chairperson of the *Board*. In case the *Board* elects a chairperson from the same organization as the current *Steering Committee* Chairperson, the *Steering Committee* shall elect a new chairperson at the first ordinary meeting.

(e) *Steering Committee* meetings will be of two types:

- Ordinary *Steering Committee* meetings: held every two months.
- Extraordinary *Steering Committee* meetings: they will be arranged if the need for holding an extraordinary *Steering Committee* meeting is proposed by a member of the *Steering Committee* and agreed by two more members.

*Steering Committee* meeting minutes will be prepared by the director of the *Office*, agreed by the chairperson and submitted to the *Steering Committee* for approval.

(f) By policy, the *Steering Committee* takes decisions by consensus. Routine operational decisions are taken without vote. *Steering Committee* decisions taken by vote require a 2/3<sup>rd</sup>

majority of the eligible attendance i.e the members entitled to vote. Quorum for the *Steering Committee* is reached if either 2/3<sup>rd</sup> of the permanent members or ½ of the voting members (or their delegates) are present in person. The *Steering Committee* may take urgent decisions by email voting or in phone conferences. The *Steering Committee* shall promptly escalate to the Board decisions for which consensus or a 2/3<sup>rd</sup> majority (as applicable) cannot be reached.

(g) Further dispositions, including the appointment of members of the NESSI Communities, are listed in the section 4.

### **3.6. NESSI Office**

(a) The goal of the **NESSI Office** (referred to as *Office*) is to support the activities of the *Steering Committee*. The *Office* is accountable to and will report to the *Steering Committee*. The decision authority of the *Office* is limited to operational decisions required to execute the tasks it is responsible for. No decision affecting the policy or position of NESSI shall be taken by the *Office*; these shall be referred to the *Steering Committee*.

(b) The *Office* is open to all current members of the *Steering Committee* or may be hired by one of the Permanent *Board* members upon approval of the *Steering Committee*. The *Office* will consist of several individuals, either funded by external funding sources, or by its own parent organization. Each of them shall commit to be physically present in the *Office* for a given part of his time.

(c) The Head of the *Office* will be dedicated to this function. He or she shall not have any other role or responsibility in his or her parent organization.

(d) The *Office* will be responsible for the following tasks:

- Provide organisational, secretarial, and operational support to the *Steering Committee* and the *Board* as required for organising meetings; preparing agendas and minutes; receiving, publishing and distributing documents;
- Liaise with all partners and stakeholders, like European Commission, national governments, private donors, etc., as defined by the *Steering Committee*
- Ensure the followup and consistency of the activities and scope of the working groups
- Implement the external communications policy and public relations as defined by *Board* and *Steering Committee*
- Act as an information and communication centre for NESSI, including the maintenance and updating of its dedicated website.
- Provide IT support to NESSI, allowing the platform and its bodies to make efficient use of electronic communication, information exchange and document handling

(e) The Head of the *Office* will have the following functions:

- Submitting reports and other deliverables in relation with *Office* activities
- The administration, preparation of minutes and submission to the *Steering Committee*, and follow-up of their decisions.
- Organising the Annual Forum Conference and all other NESSI events

The *Office* will hold a regularly-scheduled monthly Information Day for benefit of the *Steering Committee* members that want to attend. During the Information Day, the monthly achievements of the *Office* will be shown, and the expected outcomes for the following periods will be discussed with those attending. The Head of the *Office* or, if not available, his or her delegate, will attend the *Steering Committee* meetings in order to report about the *Office* activity and receive instructions for the coming period.

## **4. General Provisions and Rules**

Unless explicitly noted, the following rules apply to all working bodies identified in section 3.

(a) **Partnership.** An organization is a "NESSI Partner" if all the following conditions are fulfilled:

- it fulfils the criteria to belong to a *NESSI Community*

- it belongs to one of the following categories:
  - is one of the Permanent Members, or
  - is appointed to become a voting member of the *Board* or *Steering Committee*, or
  - is otherwise required to become a *NESSI Partner* in order to participate to specific NESSI activities, as determined by the *Board*
- it formally signs the NESSI Agreement and accepts all its provisions
- it has not been excluded as a partner of NESSI

An organization ceases to be a NESSI Partner when it no longer meets any of the above conditions. In particular, a voting member serving on a governance body of NESSI is no longer a NESSI partner when the term of his appointment expires. Likewise, should an organization breach any of the terms of the NESSI Agreement, it will immediately cease to be a member of the *Board*, *Steering Committee*, or any other NESSI organization for which formal acceptance of the NESSI Agreement is required.

All voting members of the *Board* and *Steering Committee* are required to be Partners. Partnership is not required for taking part in the *NESSI Communities* of the Forum or to join most *Working Groups*.

(b) **Membership.** An institution is a "NESSI Member" if all the following conditions are fulfilled:

- it fulfils the criteria to belong to a *NESSI Community*
- it joins a *Working Group* where the status of *NESSI Member* is required or is otherwise required to become a *NESSI Member* in order to participate to specific NESSI activities, as determined by the *Steering Committee*
- it signs the NESSI Membership Letter of Intent, which includes a declaration of good disposition towards the NESSI Mission, Vision, Principles, and Governance and a statement of commitment to active participation in relevant activities
- it has not been excluded as a partner or member of NESSI

For the avoidance of doubt, an organization which fulfils the conditions for NESSI Partner is automatically also deemed as a NESSI Member.

An organization ceases to be a NESSI Member when it no longer meets any of the above conditions. Similarly, should an organization breach any of the terms of the NESSI Membership Terms and Conditions, it will immediately cease to be a member of the *Working Group* or other activity for which membership is required.

(c) **Appointed Board and Steering Committee Members.** The *Board* will invite some members of each *NESSI Community* to join the *Steering Committee* and the *Board*, in a number specified in the relevant section.

Each organization meeting the criteria to belong to a *NESSI Community* can submit an application to become a *Board* or *Steering Committee* appointed member in their category of membership. The *Board* will invite a limited number of applicants to join the *Board* or *Steering Committee* for two years terms, upon recommendation from the *Steering Committee*. The invited organizations will be selected amongst all applicants from their Stakeholder Community based on the following criteria:

- Eligibility to be a member of the relevant Stakeholder Community (as defined above)
- Investments and staff dedicated to research activities located in the EU
- Previous and current participation to EU research projects (Framework Programs and other Initiatives supported by the EU)
- Relevance of the motivation to the objectives and current focus of NESSI
- Active participation to NESSI activities
- Balance of the *Board* or the *Steering Committee* (considering all angles – technology, location, culture, size, business model, etc.)

The invited applicants will have to complete all steps required to become a *NESSI Partner* prior to being effectively appointed. This requirement cannot be waived. In case an applicant

is unable or unwilling to perform the steps required to become a *NESSI Partner*, its invitation to join shall be void, and the *Board* shall invite another applicant.

The appointments are for 2 year terms. These appointments may be terminated prior to reaching the full term as specified herein, most notably in case of abuse of the NESSI brand, in case of statements or positions contradictory to the NESSI vision or mission, in case of merger with another NESSI partner, or in case of merger with a party found ineligible to become a *NESSI partner*.

(d) **Affiliates.** Two or several organizations which are directly or indirectly affiliated (according to the definition in the NESSI Agreement) shall have only one voting representative in the *Board*, the *Steering Committee*, or any other NESSI body in which voting is done on a per-organization basis. Legitimate exceptions can be granted by a decision of the *Board*.

(e) **Communication.** Unless specifically noted otherwise, it is accepted by all parties that regular communication is to be done by email, through specific mailing lists when appropriate.

(f) **Call of Meetings and Agenda.** The dates and location for regular meetings shall be set well in advance and no fewer than thirty (30) days prior to the date of the meeting, except when exceptional circumstances dictate. The chairperson of the group shall be responsible for identifying the most agreeable date with the members of the group and identify the party responsible for hosting and logistics. The meeting agenda will be prepared by the chairperson or a delegate and distributed at least one week ahead of the meeting. Unless circumstances dictate, the date and location for the next regular meeting will be discussed and established as part of the agenda for each regular meeting.

(g) **Meeting Venue.** NESSI meetings will be held at locations convenient for the members, recognizing the need to rotate meeting venue to match the geographic distribution of the membership. Considering only the 13 original NESSI Permanent Members, this means that 30% of the meetings shall be hosted by a partner in Italy or Spain. The objectives for the geographic distribution of meeting locations will be revised when new members are appointed to the *Board* or *Steering Committee*.

(h) **Consensus.** As a matter of principle, the NESSI governance bodies seek to take decisions by unanimous consent. If unanimity is not achievable, then consensus -- that is, the absence of sustained opposition to a position which is supported by a broad majority -- is an acceptable basis for agreement on a position, a statement or a course of action. Members undertake to only sustain opposition to a broad majority view in situations where, in their view, their own highly important interest is threatened. For the purpose of creating traceable evidence of all but routine decisions, a vote shall be held and the results recorded even when consensus has been reached.

(i) **Voting rules.** Routine operational decisions are taken by consensus; voting is reserved for significant decisions, where traceable evidence is required, or if required by any voting member. Vote in the various governance bodies listed herein is to be done on a per organization basis, with one vote per eligible organization. Organizations shall designate the voting member in the *Board* and *Steering Committee* by name. Organisations may temporarily or permanently replace the voting member by a deputy, who is another member of their organization (or affiliate)<sup>2</sup>, after notification to the Chairperson of the *Board* or *Steering Committee* (as applicable) and head of the *Office*. There shall be no voting by proxy. Voting is done on a 2/3<sup>rd</sup> majority basis, as determined by either total number of

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<sup>2</sup> If the member organization is an association or a consortium, the voting member is appointed by the governing body of the association or consortium. This voting member may be a representative of one of the member organizations of the association or consortium. Said organization may not be already a voting member of the NESSI governing body, and must be otherwise eligible to join NESSI as a partner. The *NESSI Board* may require the organization to execute all steps required to become a NESSI Partner, as defined in section 4(a). The voting member shall represent the opinion and interests of the association or consortium when they differ from those of his/her own organization.

members eligible to vote or the number of voting members present, as specified. Simple majority voting shall not be used to take decisions in NESSI.

Votes shall be cast by secret ballot in the case of election of officers of the *Board* or *Steering Committee*, in disciplinary matters, or when requested by two or more members of the voting community. All other votes shall be done by show of hands.

The following shall be applicable in determining quorum or majority:

Reference	2/3 <sup>rd</sup>	½		Reference	2/3 <sup>rd</sup>	½
1	1	1		16	11	9
2	2	2		17	11	9
3	2	2		18	12	10
4	3	3		19	13	10
5	3	3		20	13	11
6	4	4		21	14	11
7	5	4		22	15	12
8	5	5		23	15	12
9	6	5		24	16	13
10	7	6		25	17	13
11	7	6		26	17	14
12	8	7		27	18	14
13	9	7		28	19	15
14	9	8		29	19	15
15	10	8		30	20	16

(j) **Approval of meeting minutes.** The chairperson of the Committee, *Board* or Group will submit the minutes of each meeting to all participants with a maximum delay of seven days after holding the meeting. Comments to the minutes from the different participants will be collected during seven days after the submission of the minutes. If no comments arrive during those seven days, at the end of the seven-day period the minutes are considered to be final. If a paragraph of the minutes is subject of discussion, and no agreement is reached about it during the seven days, the minutes will reflect the original text of the chairperson and the opinions of the other partners as amendment to that specific point. The text with the agreed paragraphs or the disagreed paragraphs and the different opinions will be prepared and submitted to the partners by the chairperson at the end of the seven days and will be considered as final.

(k) **Confidentiality of Debate.** The discussions and debates within the NESSI governance bodies shall be kept confidential and shall be discussed solely within the membership of the relevant governance body. Meeting minutes shall be the only instrument used to report the nature and result of discussions outside of the membership of the governance body.

(l) **Voting by email or by phone.** The various NESSI governance bodies may take urgent decisions by phone conference or email voting, in case the decision cannot be postponed to the next ordinary meeting and the matter does not warrant or allow for the organization of an extraordinary meeting. For the purpose of this provision, business days shall exclude all days which are national or regional holidays for one or more members of the NESSI governance body. In case of phone conferences, the call shall be organized with no less than two full business days advance notice, and scheduled at the time where most voting members are able to join. In case of email voting, the ballot shall be distributed to the widest mailing list of the governance body (which includes both the appointed representatives and the usual deputies) and the vote shall close no less than two full business days after distribution of the message. Voting members shall be contacted by phone prior to the deadline in case there is no response to communication by email. Notwithstanding normal operating rules of the NESSI governance body, the majority shall be based on the number of members eligible to vote in the governance body as opposed to the number of members attending the call or submitting a ballot.

(m) **Approval of communications.** If a member of a Committee, Board or Group intends to do a paper, speech, or press article on her/his own behalf as NESSI member, no approval is needed for the contents. If the contents are aimed at either *reflecting the view of*, or *communicating on behalf of* NESSI, (s)he is obliged to notify her/his corresponding Committee, Board or Group at least seven days in advance. Concerning contents, no approval is needed if the contents are taken from the repository of approved contents.

If the contents are not included yet in the repository of approved contents, (s)he should submit the contents of the paper, speech or press article for approval at least seven days in advance. If no comments or objections are raised within seven days, the contents are considered to be final, and then included in the repository of approved contents.

If an excerpt of the contents is the subject of discussion, and no agreement is reached during the seven days review period, the contents will omit the controversial excerpt or be subject to approval by the relevant committee or board. The petitioning member will prepare the final content as agreed upon and submit it to the partners at the end of the review period. A library of pre-approved contents will be agreed by the *Steering Committee* so that its use does not require going through the communication approval procedure. Two individuals shall not be subject to the communication approval process: the NESSI Chairperson and the Chairperson of the *Steering Committee*.

(n) **Endorsement of project proposals and projects.** If an institution or a consortium expresses its intention to submit to an RTD funding source an RTD proposal with the NESSI label, or to use the NESSI label in an ongoing project, the *Steering Committee* shall approve it.

(o) **Use of NESSI brand.** The NESSI brand (including the acronym NESSI and the NESSI logo) shall be associated with all publications approved for release by the *Steering Committee*. The *Office* shall have the right to use NESSI letterhead to conduct regular NESSI business and accomplish their assigned mission. Permanent *Office* members, as well as the chairpersons and vice-chairpersons of the *Board* and *Steering Committee* can have business cards issued under the NESSI brand. Usage of these business cards is restricted to the conduct of official NESSI business and shall never be used in conjunction with communication in the name of another organization or personal gain. The NESSI brand may be used on the public NESSI web site managed on behalf of the *Steering Committee*. The NESSI brand may be used on banners, displays, and printed material associated with events organized or sponsored by NESSI. As a matter of principle, the NESSI brand shall never be used as a point of focus in the promotion of any organization or party. Partners are authorized to mention their partner status and use the NESSI logo in commercial documentation, providing the NESSI brand is not a point of focus in the promotional message. All other usage of NESSI brand is subject to approval of the *Steering Committee* under the conditions expressed in the Agreement.

(p) **NESSI Publications.** NESSI will issue documents describing a common position or policy. These documents will be prepared by the *Steering Committee* or by a *Working Group* reporting to the *Steering Committee*. Unless decided otherwise by the group drafting the document in agreement with the *Steering Committee*:

- draft versions shall be held confidential by all members and disclosed only to others with the purpose of preparing the document;
- drafts shall not be posted on web sites accessible by unauthorized persons – an authentication and authorization mechanism is required
- drafts shall not be sent through group or self-registration email distribution lists.

These drafts should be marked as NESSI CONFIDENTIAL. Depending on its scope and impact, a document may be approved by either the *Steering Committee* or the *Board*, after review by the *Steering Committee*. Once approved, the NESSI Partners shall have a license to use the document as defined in the NESSI Agreement. The NESSI Agreement specifies language that must be inserted in each NESSI document being published. Unless specifically decided otherwise by the authority approving the document, NESSI Publications will be published under the Creative Commons “Attribution-NonCommercial-NoDerivs 2.5” license, which is provided in appendix.

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(q) **Voluntary exit of NESSI.** Member organizations may leave the *Board* or *Steering Committee* without penalty and may then be replaced by other organizations. Leaving Permanent Members may be replaced with a 2/3<sup>rd</sup> majority decision of the remaining Permanent Members of the *Board*. Other leaving members shall be replaced by another member appointed by the *Board* upon the proposal of the *Steering Committee* at the earliest opportunity, the seat remaining vacant in the interim. The count of voting members for the purpose of voting and quorum rules is reduced by one during such interim period.

(r) **Exclusion from NESSI.** Member organizations which (i) do not send representatives to three successive *Board*, *Steering Committee*, or *Working Group* meetings (as applicable), providing these meetings have been called with a notice of at least one month and are held within the European Union, or (ii) (including affiliates) violate the rules defined in this Governance document or the NESSI Agreement, or (iii) (including affiliates) take positions in conflict with the positions formally endorsed by NESSI may be excluded from the initiative and barred from being part to any NESSI committee or working group or use the NESSI brand in any form. The decision to exclude a member shall be taken by the *Board* upon proposition from the *Steering Committee*.

(s) **Changes in the governance document.** The *Steering Committee* will review this governance document and associated governance structure every two years or earlier as circumstances dictate, and will propose all changes to the *Board* for approval.

## 5. Reconciliation with the NESSI Agreement

The NESSI Agreement refers to rules specified in this Governance document. This section specifies the resolution of these references.

- Section I.C – Rules to alter and revise the Governance document are defined in section 4(s)
- Section I.D – The NESSI Board is defined in section 3.4. The NESSI governance bodies are the *NESSI Board* (section 3.4) and the *NESSI Steering Committee* (section 3.5)
- Section II – NESSI Board is defined in section 3.4. NESSI Secretary is the Head of the NESSI Office, defined in section 3.6. If nobody is appointed as Head of the Office, the Chairperson of the *Steering Committee* (cf. section 3.5) is acting NESSI Secretary. The NESSI Governance document is the present document.
- Section III.1.1.B – No specific provision related to the creation of a Joint Technology Initiative is made herein. The decision process defined in sections 3.4, 3.5, and 4 is applicable for such a decision.
- Section IV.1.5 – Approval of NESSI documents is addressed in section 4(p).
- Section VII.A – The rules for accession as a NESSI Partner are defined in sections 4(a).
- Section X – The rules related to representation of NESSI are specified in section 4(m).
- Section XI.B – The *Board* may decide to terminate the NESSI Initiative at a physical meeting using the regular voting procedure. In case the number of voting members present does not allow for a decisive vote, and if the desire to terminate NESSI is unanimous for those present, a voting by email procedure will be started. If a majority decision is not taken within a week of the initial email requesting a vote, and after the

voting members have been contacted individually by phone, the decision to terminate NESSI shall be taken based on a 2/3<sup>rd</sup> majority of the votes expressed.

- Section XI.C – The rules describing expiration of partnership are specified in section 4(a)
- Section XI.D – The rules describing termination from NESSI are specified in section 4(r)

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