

## Operational Procedures

### Joint Programming Initiative on Healthy and Productive Seas and Oceans AISBL

*Adopted by the General Assembly on 6 October 2022*

Abbreviated “JPI Oceans”  
Rue du Trône 4  
1000 Brussels

Register of Legal Entities Brussels  
0691.970.779

#### **Content**

<b>Preamble</b> .....	<b>3</b>
<b>1. Status of the Operational Procedures</b> .....	<b>4</b>
<b>2. Purpose</b> .....	<b>4</b>
<b>3. Scope</b> .....	<b>5</b>
<b>4. Members</b> .....	<b>5</b>
<b>4.1 Admission guidelines</b> .....	<b>5</b>
<b>4.2 Rights of Members</b> .....	<b>5</b>
<b>4.3 Obligations of Members</b> .....	<b>6</b>
<b>4.4 Membership contribution</b> .....	<b>6</b>
<b>4.5 Expectations of Members</b> .....	<b>6</b>
<b>4.6 Withdrawal of membership</b> .....	<b>7</b>
<b>4.7 Suspension and termination of membership</b> .....	<b>7</b>
<b>5. Associate Partners</b> .....	<b>7</b>
<b>5.1 Admission guidelines</b> .....	<b>7</b>
<b>5.2 Rights of the Associate Partners</b> .....	<b>7</b>
<b>5.3 Obligations of Associate Partners</b> .....	<b>7</b>
<b>5.4 Partnership contribution</b> .....	<b>8</b>
<b>5.5 Expectations of Associate Partners</b> .....	<b>8</b>
<b>5.6 Withdrawal of Associated Partners</b> .....	<b>8</b>
<b>5.7 Suspension and termination of partnership</b> .....	<b>8</b>
<b>6. Participation of non-members</b> .....	<b>8</b>
<b>6.1 Participation of non-members in the Association’s activities</b> .....	<b>8</b>
<b>6.2 General Assembly 'Guests': observer organisations and experts</b> .....	<b>8</b>
<b>6.3 Others</b> .....	<b>9</b>
<b>7. General Assembly</b> .....	<b>9</b>
<b>7.1 Composition</b> .....	<b>9</b>
<b>7.2 Obligations and tasks</b> .....	<b>9</b>
<b>7.3 Candidacy and election of Chair and Vice Chairs</b> .....	<b>10</b>

7.4	<i>Conflict of interest</i> .....	11
7.5	<i>Meetings</i> .....	11
7.5.1	<i>External participation in meetings</i> .....	12
7.5.2	<i>Requirements for the Annual Meeting</i> .....	12
7.6	<i>Voting</i> .....	12
7.7	<i>Establishment of committees</i> .....	13
<b>8.</b>	<b>Internal Advisory Committee</b> .....	<b>13</b>
8.1	<i>Obligations and tasks</i> .....	13
8.2	<i>Composition</i> .....	13
8.3	<i>Election of the members of the Internal Advisory Committee</i> .....	14
8.4	<i>Meetings</i> .....	14
8.5	<i>Working procedures</i> .....	14
<b>9.</b>	<b>The Secretariat</b> .....	<b>14</b>
9.1	<i>Location</i> .....	14
9.2	<i>Purpose and tasks</i> .....	14
9.3	<i>Management and composition</i> .....	15
9.4	<i>Communication between the GA and the Secretariat</i> .....	15
9.5	<i>The Director</i> .....	16
<b>10.</b>	<b>JPI Oceans Joint Actions</b> .....	<b>18</b>
10.1	<i>Defining and implementing</i> .....	18
10.2	<i>Participation</i> .....	18
10.3	<i>Responsibilities</i> .....	18
10.4	<i>Termination of ongoing Joint Actions</i> .....	19
<b>11.</b>	<b>Press and media</b> .....	<b>19</b>
<b>12.</b>	<b>Stakeholder interaction</b> .....	<b>19</b>
<b>13.</b>	<b>Transparency and accountability</b> .....	<b>20</b>
<b>14.</b>	<b>Financial regulations</b> .....	<b>20</b>
14.1	<i>Budget and reporting</i> .....	20
14.2	<i>Bank account and financial management</i> .....	21
14.3	<i>Procurement</i> .....	21
<b>15.</b>	<b>Privacy Policy</b> .....	<b>21</b>
<b>16.</b>	<b>Environmental policy</b> .....	<b>24</b>
<b>17.</b>	<b>Amendments to and revision of the Operational Procedures</b> .....	<b>24</b>
17.1	<i>Amendments</i> .....	24
17.2	<i>Revision</i> .....	24
<b>Annex 1</b>	<b>Formula for calculation of membership and partnership contributions</b> .....	<b>25</b>

<b>Annex 2</b>	<b>Nomination, election and appointment of the Internal Advisory Committee .....</b>	<b>26</b>
Annex 3	Operation of the Secretariat .....	28
Annex 4	Template for secondment agreements.....	31
Annex 5	Trainee/-internship policy .....	37
Annex 6	Powers of the Director .....	38

## **Preamble**

The Joint Programming Initiative concept was introduced in by the European Commission in 2008. The objective was to further align the European Research Area (**ERA**) by enabling multinational funding opportunities, better coordination, increasing cost-efficiency and synergies and reducing fragmentation in European research policy. Marine and maritime research and innovation, in particular, require large-scale efforts that allow synergy between the resources of many countries, in view of the creation of shared benefits.

The JPI Oceans General Assembly (**GA**), previously named the ‘Management Board (MB)’, the decision-making body of the Joint Programming Initiative on Healthy and Productive Seas and Oceans (**JPI Oceans**), convened for the first time in September 2011 and approved the vision and governance structure of the JPI Oceans and its terms of reference (**Terms of Reference**). The elected MB established a secretariat and appointed the director.

The Strategic Research and Innovation Agenda 2015-2020 (**SRIA**) elaborated in a wide consultation (supported by the H2020 Coordination and Support Joint Action ‘CSA Oceans’ and with input from the strategic advisory board of JPI Oceans), was adopted in December 2014. The SRIA was then publicised at the first JPI Oceans conference in May 2015. A second Coordination and Support Joint Action (**CSA Oceans 2**) was granted in February 2016. A number of Joint Actions and pilot actions have since been launched, with participation of countries on a variable geometry basis, facilitated by the secretariat and also by CSA Oceans 2.

The MB of JPI Oceans agreed in 2015 that the operation and in particular the secretariat for JPI Oceans should be put on a more equitable and sustainable supporting basis. The MB agreed in April 2016 on the recommendation of a dedicated ‘business plan’ working group that JPI Oceans would benefit from the establishment of a legal entity in the form of an international non-profit association (AISBL) under Belgian law. The JPI Oceans MB further agreed in December 2016 to establish such an AISBL.

Not all existing member states of JPI Oceans will be in a position to join as member (**Member**) of JPI Oceans AISBL (the **Association** or **JPI Oceans**). That as many countries as possible join the Association will however greatly streamline the governance and management. To facilitate the previously expressed opinion by the MB to keep many countries involved as possible in the JPI Oceans process, even if not specifically members of the AISBL, a possibility to become an associate partner (**Associate Partner**) has been introduced. Both Member States and Associate Partners are equally able to use JPI Oceans as a strategic platform from which to develop, launch and undertake Joint Actions (**Joint Actions**) as well as strategic engagements and activities.

JPI Oceans’ strategic engagements and activities will be undertaken by countries on a variable geometry basis with equal rights, independently of whether you are a Member or an Associate Partner. Despite not having formal voting power on AISBL matters, Associate Partners may have a say on and can table

topics such as the administration and budgeting of the Association, as they contribute to this. As JPI Oceans is dependent on members taking the full legal responsibility for AISBL matters (such as accommodation, contracts, procurement, staffing) members of the AISBL should be granted particular rights (such as the right to have candidates for and elect the Chair and Vice-Chairs, and to be in the majority in and elect the Internal Advisory Committee).

The Association is governed by the statutes as adopted on 27 November 2017 by the founders before the notary (the **Statutes**) with its further modifications, which define its purpose and set out the legal framework necessary for the operation of the Association. In accordance with Article 13.3 of the Statutes, the Management Board/General Assembly of the Association adopts these Operational Procedures in order to ensure the proper functioning and administration of the Association (the **Operational Procedures**). The Operational Procedures complement the Statutes as far as they do not conflict with the Statutes.

For the avoidance of doubt, with respect to the Joint Actions related to H2020/Horizon Europe or any other European or international funding mechanism, the participation of any Member or Associate Partner together with JPI Oceans (or some of its Members) will be agreed between such persons on a case-by-case basis but being understood that any Member or Associate Partner shall be entitled to keep its independence concerning this participation.

*Strategic and business hierarchy*

<b>Vision and activities</b>	Vision Statement (2011)
	JPI Oceans Strategy Framework 2021-2025
	Operational documents - Factsheets, MoUs etc as needed
<b>Legal and business</b>	JPI Oceans AISBL Articles of Association (Statutes)
	JPI Oceans AISBL Operational Procedures
	JPI Oceans AISBL Internal Rules (Company Rules)

**1. Status of the Operational Procedures**

The Operational Procedures are supplementary and subordinate to the Statutes of the Association which is an international non-profit association incorporated under Belgian law on 27 November 2017 and which received its legal personality by means of a Royal Decree dated 1 March 2018. In the case of any contradiction between the Operational Procedures and the Statutes, the latter shall prevail.

The Operational Procedures provide the operational and practical framework for JPI Oceans’ operation as well as the policy and mechanism for setting the annual budget and membership contributions.

Notwithstanding this, the rules contained herein may be adapted, interpreted or developed when needed at any time following the procedure established in Article 15 of this document.

**2. Purpose**

In order to achieve the purposes as set forth in Article 3 of the Statutes, the Association will base its activities on the implementation of the agreed Strategic documents, Statutes, Operational Procedures and Joint Actions.

### **3. Scope**

The Operational Procedures apply to all Members, Associate Partners, the staff employed within/seconded to/ contracted by the Association, to anyone appointed or contracted or participating in Joint Actions launched under the auspices of the Association and observer organisations or guests to GA meetings.

### **4. Members**

#### ***4.1 Admission guidelines***

Admission to the Association as member is granted as set forth in Article 6 of the Statutes.

In accordance with the admission procedure set out in Article 6.3 of the Statutes, candidate-Members that are members of the European Economic Area (**EEA**) or which are members of JPI Oceans without being members of the EEA, should direct their written application to the director of the Association as defined in Article 20 of the Statutes (**Director**) who shall approve the membership upon the receipt of all required documentation:

For candidate-Members that are members of JPI Oceans or not members of JPI Oceans but members of the EEA:

- Completed and signed application form

The application form is available upon request with the Director at the following e-mail address: [info@jpi-oceans.eu](mailto:info@jpi-oceans.eu)

The application form should be submitted in original to the attention of the Director at the Association's registered office.

In accordance with the admission procedure set out in Article 6.4 of the Statutes, candidate-Members that are not members of the EEA, can only be granted membership upon invitation by the GA, taken by a unanimous decision of all Members and written acceptance of that invitation by the sovereign state or a legal entity, as the case may be.

Any new candidate member should provide the following information to the GA:

- Completed application form;
- All identification details of the candidate member.

#### ***4.2 Rights of Members***

The Members enjoy the rights given by the Statutes from the moment their membership is approved. These rights include, but are not limited to, the following:

- admission and voting right in the GA;
- eligibility to take part in all committees, working groups and other subsidiary bodies created by the GA in accordance with Article 23 of the Statutes;
- eligibility to lead and take part in Joint Actions;
- access to the books, records and working documents and other documents of the Association;

- receipt of appropriate notice of all meetings of the Association;
- information and consultation on an on-going basis about the activities of the Association;
- benefit from the information service provided by the Association, whether in print or electronically;
- consultation in the preparation of JPI Oceans' position papers;
- participation in any appropriate meetings, workshops, conferences and other events organised by JPI Oceans.

### ***4.3 Obligations of Members***

Members shall appoint at least one natural person and may appoint up to a maximum of four natural persons (two permanent representatives and two alternates) as representatives who are authorized to act/vote on behalf of such Member, in accordance with the provisions of Article 12.1 to 12.3 of the Statutes (the **representative(s)**). The representative(s) shall ensure that information concerning the activities of the Association is circulated nationally, as appropriate.

Members shall contribute an annual membership fee as set forth in Article 10 of the Statutes and paragraph 4.4 below. The GA adopts annually a budget and determines the amount which will come from membership contribution.

Members shall bear their own (and their representatives') costs for attending GA meetings or any other committee or body of the Association.

Members shall contribute to working groups and other subsidiary bodies of the Association through their representative(s) or appointed experts. The Members shall use their best efforts to make an active contribution to the activities of the bodies to which they agreed to participate, including by ensuring attendance to relevant meetings, engaging as appropriate with their national communities (government bodies, FPOs, networking, industry etc.).

Members acting as leads or co-lead of Joint Actions have additional obligations as set out in paragraph 10.3.

### ***4.4 Membership contribution***

The operation of the Association will primarily be funded through annual membership fees calculated according to the contribution rate decided by the GA. The calculation formula of the contribution rate as determined by the GA on 5 March 2018 is described in Annex 1.

The effective contribution rate for a specific year is established by the GA through adoption of the budget and on that basis calculated by the Director in the year prior to which such fee pertains. Ideally, membership contribution rates shall be indicated for a period of three years.

Contributions shall be paid within the deadlines set by the GA in accordance with Article 10.3 of the Statutes. Bank fees related to any payment shall be borne by the paying institution.

### ***4.5 Expectations of Members***

In addition to fulfilling their obligations, Members and their representative(s) are expected to engage in the activities of JPI Oceans through e.g.:

- direct or indirect support e.g. facilitating and hosting events/meetings, chairing or participation in GA working groups, participating in GA working groups and presenting their national perspectives, producing written contributions if required;
- representing JPI Oceans (in a broader sense) at external events, providing input to the ongoing development of JPI Oceans in the ERA context, e.g. through responding to consultations;
- supporting JPI Oceans communications and advocacy of SRIA and Joint Actions;
- supporting JPI Oceans through “in-kind” contributions.

#### **4.6 *Withdrawal of membership***

The withdrawal of membership is exclusively ruled by Article 7 of the Statutes.

Members remain liable for their commitments made prior to the notification of their decision to leave, as set forth in Article 7 of the Statutes.

#### **4.7 *Suspension and termination of membership***

The suspension and termination of membership is exclusively ruled by Article 8 of the Statutes.

### **5. Associate Partners**

#### **5.1 *Admission guidelines***

Admission as an Associate Partners is governed by Article 9 of the Statutes (and Articles 6.3 and 6.4 which apply *mutatis mutandis*). Please refer to paragraph 4.1 above.

#### **5.2 *Rights of the Associate Partners***

The rights of Associate Partners are set out in Article 9 of the Statutes.

The Associate Partners enjoy the rights given by Article 9 of the Statutes from the moment their associate partnership is approved. These rights include, but are not limited to, the following:

- convene to and attend the meetings of the GA (but no voting right);
- eligibility to take part in all committees, working groups and other subsidiary bodies created by the GA in accordance with Article 23 of the Statutes;
- eligibility to lead and take part in Joint Actions;
- receipt of copies of the Statutes and the Operational Procedures and minutes of the GA;
- receipt of appropriate notice of all meetings of the Association;
- information and consultation on an on-going basis about the activities of the Association;
- benefit from the information service provided by the Association, whether in print or electronically;
- consultation in the preparation of JPI Oceans’ position papers;
- participation in any appropriate meetings, workshops, conferences and other events organised by JPI Oceans.

#### **5.3 *Obligations of Associate Partners***

Associate Partners shall contribute to working groups and other subsidiary bodies through their representative(s) or appointed experts. The Associate Partners shall use their best efforts to make an active contribution to the activities of the bodies to which they agreed to participate, including by

ensuring attendance to relevant meetings, engaging as appropriate with their national communities (government bodies, FPOs, networking, industry etc.).

Associate Partners shall bear their own (and their representatives') costs for attending GA meetings or any other committee or body of the Association.

Associate Partners acting as leads or co-lead of Joint Actions have additional obligations as set out in paragraph 10.3.

#### **5.4 Partnership contribution**

Associated Partners shall contribute an annual fee as set forth in Article 9 of the Statutes.

#### **5.5 Expectations of Associate Partners**

In addition to fulfilling their obligations, Associate Partners are expected to engage in the activities of JPI Oceans through e.g.:

- direct or indirect support e.g. facilitating and hosting events/meetings, chairing or participation in GA working groups, participating in GA working groups and presenting their national perspectives, producing written contributions if required;
- representing JPI Oceans (in a broader sense) at external events, providing input to the ongoing development of JPI Oceans in the ERA context, e.g. through responding to consultations;
- supporting JPI Oceans communications and advocacy of Strategic Agenda and Joint Actions;
- supporting JPI Oceans through “in-kind” contributions.

#### **5.6 Withdrawal of Associated Partners**

The withdrawal of Associated Partners is exclusively ruled by Articles 9.3 and 9.4 of the Statutes (and Article 7 which applies *mutatis mutandis*).

#### **5.7 Suspension and termination of partnership**

The suspension and termination of the partnership is exclusively ruled by Article 9.4 of the Statutes (and Article 8 which applies *mutatis mutandis*).

### **6. Participation of non-members**

#### **6.1 Participation of non-members in the Association's activities**

The GA may decide to invite non-members to participate in Joint Actions, committees, working groups and other subsidiary bodies created by the GA in accordance with Article 23 of the Statutes and other activities on a case-by-case basis. The GA may decide to charge a participation fee.

#### **6.2 General Assembly 'Guests': observer organisations and experts**

In accordance with Article 12.4 of the Statutes, the GA can decide to allow observer organisations and experts to the meetings of the GA, who do not have voting rights.

The European Commission may participate in meetings (held in person and/or virtually) of the GA. Other European institutions may be invited as observer organisations or experts by the GA on a case-to-case basis where relevant.



International organisations (governmental and non-governmental) which have aims and objectives consistent with those of JPI Oceans may, upon recommendation by the Internal Advisory Committee and approval by the GA, be granted observer organisation status for a period of time up to two years (renewable). In such case, the designated representatives will be invited to the GA meetings (held in person and/or virtually) in accordance with Article 15.1 and 15.2 of the Statutes. For the avoidance of doubt, they cannot make proposals to add items on the agenda of the GA.

The institutions with which functional relationships have been established (as decided by the GA), or specific experts, may be invited by the Chair in consultation with the Director and the Internal Advisory Committee to participate in (relevant parts of) GA meetings (held in person and/or virtually) and meetings of committees, working groups and other subsidiary bodies created by the GA in accordance with Article 23 of the Statutes.

Representatives of the Members and Associate Partners may name suggestions of observer organisations or experts to the Chair. The Internal Advisory Committee needs to approve the suggestions and task the Director to invite the observer organisations or experts to the GA meeting (held in person and/or virtually). Invitations to experts shall be issued no later than fifteen (15) calendar days prior to the meeting.

### **6.3 Others**

Stakeholders, national institutions and nominated experts willing to contribute to the work of the Association may participate in committees, working groups and other subsidiary bodies created by the GA in accordance with Article 23 of the Statutes upon invitation of such committee, working group or body, and may conduct work or research by agreement or under contract.

## **7. General Assembly**

### **7.1 Composition**

Member States shall be represented by their representative(s) in the GA as set forth in Article 12 of the Statutes. Representative(s) of the Associate Partners have the right to be convened to, and attend the meetings of the GA.

The representative(s) shall be representing sovereign states, or a legal entity designated, mandated or authorised as its substitute. Such representative(s) shall typically come from ministries or a research funding organisation or non-funding research councils and the like.

Any changes in the representation in the GA shall be immediately communicated in writing to the Director by means of a letter duly signed by the Member's or Associate Partner's authorized representative(s) as set out in Article 12.3 of the Statutes.

### **7.2 Obligations and tasks**

The GA, being the decision-making body of the Association, has, in addition to the specific powers set out in the Statutes, all powers to perform any acts necessary or useful to realize the Association's purpose.

As an example, the GA shall be responsible for:

- maintaining and promoting a shared vision of the nature of the challenge – the opportunities and threats associated with seas and oceans, the added value of joint work and the impact thereof on securing sustainable use of our seas and oceans;

- specifying the objectives of the Association and developing appropriate indicators to monitor and evaluate progress of the Association;
- refresh and update the Strategic Framework and Implementation Plan with the appropriate means and tools, taking into account the principle of variable geometry and considering regional and sub-regional aspects;
- defining and implementing Joint Actions;
- reporting on a political level to Members and Associate Partners (and observer organisations, experts and other where appropriate), the High-Level Group on Joint Programming (GPC from the French "Groupe de Programmation Conjointe") and European Research Area Committee (ERAC) on the progress of the Association;
- general communication planning, including establishing guidelines for the communication and liaising with other countries, institutions, initiatives and programmes.
- approval of the annual accounts and the budget of the Association;
- amendments to the Statutes;
- admission, suspension of the membership and exclusion of a Member;
- appointment and dismissal of the Director and determination of its remuneration;
- appointment and dismissal of the statutory auditor and determination of its remuneration;
- granting discharge to the Director and statutory auditor, if any;
- dissolution of the Association and any relating decisions thereto;
- take any interest in a legal entity if this would further the achievement of the abovementioned non-profit objectives;
- the creation, suspension and termination of committees and the composition, the powers and procedure of such committees and any internal regulations for such committees.

The GA may delegate tasks to the Director or any other person, committee or body that has been set up where appropriate and in line with Article 13.2 of the Statutes.

Representative(s) are also encouraged to act as advocates of JPI Oceans in the ERA and in the international landscape.

### ***7.3 Candidacy and election of Chair and Vice Chairs***

The process for appointing the Chair and Vice-Chairs of the GA is set forth in Article 12.5 of the Statutes. It follows from Article 12.5 of the Statutes that the Chair and Vice-Chair(s) must be representatives of a Member of the Association.

When there is a vacancy, the representatives will be invited by the Director no less than 6 weeks before the GA meeting where a new Chair/Vice-Chair(s) is to be elected, to express their interest for the vacant function in writing, together with an up to date curriculum vitae. This application should be received by the Director at least 4 weeks before the GA meeting. The Director will convey the expressions of interest to the representatives of the Members and Associate Partners at least 3 weeks before the GA meeting.

To ensure gender balance, the group of Chair and Vice Chairs should include at least one female and one male representative.

When there is more than one candidate for a certain function, the voting procedure shall be organised in a way as to give Members the ability to rank candidates. The voting shall be secret.

In the event that the required gender balance is not met despite eligible candidates nominated, the candidate of the non-represented gender will be appointed at the expense of a candidate higher on the list.

In case of a tie between two or more candidates for the same function, a new voting round will be organised between such candidates only.

If the tie persists after this round and no decision is reached, a new vote should be taken by the Internal Advisory Committee. Should a tie continue to persist after that, the decision will be in favour of the candidate with the longest cumulative service on the Management Board.

#### **7.4 Conflict of interest**

In accordance with Article 16.5, representatives of Members and Associate Partners should follow the below rules when having a conflict of interest.

Representatives should not participate in the deliberations of GA meetings held in person and/or virtually and, in relation of representatives of Members, cannot vote on any GA decisions where circumstances of a personal or professional nature can, directly or indirectly, compromise their ability to decide in accordance with their objectives and tasks as representatives.

At the outset of each meeting held in person and/or virtually, the Chair shall ask representatives to declare if they perceive any conflict of interest. If a representative considers herself/himself to be in a situation of potential conflict of interest he/she shall raise the issue with the Chair as soon as possible, who in turn shall inform the GA that a potential conflict of interest has been declared. In such case, the representative cannot take part in the deliberation and decision (where relevant) on the specific item of the agenda of the GA meeting to which the conflict of interest relates and, as the case may be, another representative of the Member should vote on behalf of the Member. If no other representative is attending the GA meeting (who does not have a conflict of interest), such Member shall be deemed to abstain from voting.

If it is established that a representative has failed to inform the Chair of an existing conflict of interest, the representative can be held liable by the Association for any damages which would follow therefrom.

Representatives shall in any case be deemed to have a conflict of interest if they are a:

- direct or personal recipient of funds awarded as part of a call within a project or Joint Action launched by the Association;
- evaluator or reviewer of proposals submitted to a call directly issued by the Association.

Observer organisations and experts may be asked to sign confidentiality agreements and declarations of conflict of interest prior to attending any meetings of the GA in the event risk-prone items are on the agenda.

#### **7.5 Meetings**

The GA must meet at least once a year to decide on certain required items (the **Annual Meeting**) as referred to in Article 14.1 of the Statutes. This meeting would normally take place in late spring. The GA should aim at meeting two or three times annually.

Meetings of the GA shall be prepared as set forth in Article 14 and 15 of the Statutes. Generally, representatives should be physically present.

Any material for distribution to participants in the GA meeting, including any presentations relating to the items on the agenda in the meeting, must reach the Director at latest 10 calendar days prior to the meeting, to allow representatives the opportunity to consider them and to allow for consistency and time management of the meeting.

The draft minutes of the meeting of a GA will be prepared by the Director or the substitute-secretary as set forth in Article 19 of the Statutes.

To facilitate transparency, a short summary of the main discussion points and decisions taken at a given GA meeting will be prepared by the Director and endorsed by the Chair for use in the JPI Oceans Newsletter, on the website and in communications with stakeholders and the wider community.

#### *7.5.1 External participation in meetings*

If items on the agenda need additional expertise, the GA may decide to invite observer organisations or experts to the meetings of the GA in accordance with paragraph 6 of these Operational Procedures, if appropriate.

The Director may bring other staff of the Association to a GA meeting, when this is considered useful to better assist the GA.

#### *7.5.2 Requirements for the Annual Meeting*

The agenda for the Annual Meeting is required by the Statutes to cover the following items:

- approval of the annual accounts over the last financial year;
- discharge to the Director and statutory auditor, if any;
- approval of the annual budget for the next year (including the budget that should come from the membership contributions) (this can also be approved in a special meeting);

The agenda may also cover the following items:

- presentation and approval of the annual report
- presentation of progress report (s) by the Director/committees/working groups/other bodies.
- member- and associate partnership issues;
- approval of new activities and committees/working groups/other bodies;
- approval of the work plan;
- other financial matters;
- appointment of the Director if open position;
- elections of Chair and Vice-Chair(s) if open position; and
- date and venue of the next Annual Meeting.

This is a non-exhaustive list.

If the Annual Meeting does not decide the date and venue of the next Annual Meeting, this shall be determined by the GA or the Director at least six months in advance of the next Annual Meeting.

### **7.6 Voting**

The process for voting is set out in Article 16 and 17 of the Statutes. No resolution can be taken on an item which was not mentioned on the agenda, unless all Members are attending or are represented at the meeting and resolve to include this item on the agenda by unanimous vote.

The GA shall make its decisions by consensus whenever possible. If no consensus is reached, decisions shall be taken by voting of the participating representatives present in accordance with the Statutes.

The absence of one or several Members shall not affect the result of the vote as long as the quorum as set forth in Article 16 and 17 of the Statutes is respected.

Each decision adopted by the GA as well as the results of the voting on each decision shall be recorded in the minutes of the meeting. A statement of the views shall be entered in the minutes along with the decision, if a Member or Associate Partner so requests.

### ***7.7 Establishment of committees***

In accordance with Article 23 of the Statutes, the GA may establish and dissolve any committees (such may be named ‘committees’, ‘working groups’ or other ‘(subsidiary) bodies’) it deems appropriate and decide on the general guidelines on the composition, powers and remuneration as the case may be and procedures of such committees. Such committees should also comply with the Statutes and Operational Procedures where applicable.

## **8. Internal Advisory Committee**

In accordance with Articles 21.5 and 23 of the Statutes, the GA has decided to create an internal advisory committee.

### ***8.1 Obligations and tasks***

The role of the Internal Advisory Committee is to provide support and assistance to the Director, the Chair and the General Assembly during the development and implementation of JPI Oceans’ Joint Actions and activities and the governance and management of the Association, as specified below.

The Internal Advisory Committee has no decision-making power, unless expressly mandated, and cannot establish any subsidiary bodies.

The tasks and responsibilities of the Internal Advisory Committee are limited to the following:

- advise the GA on whether the policies and practices of the Association are in keeping with its purpose;
- advise the GA/Director about the setting of strategic priorities and the planning of activities of JPI Oceans and advise the Director for the proposal of the annual work programme to the Annual Meeting;
- advise the Director in the preparation of the proposed annual budget and the membership contributions to the Annual Meeting and the annual accounts;
- support the Director and its Secretariat with implementation of the strategic plan and the work programme;
- help prepare GA meetings together with the Director and its Secretariat;
- fulfil further duties and assignments delegated to the Internal Advisory Committee by decision of the GA;
- represent JPI Oceans in events in accordance with the arrangements made within the GA and with the Director;
- advise the Director and its Secretariat upon their request on any matter.

The GA may decide to assign additional tasks and responsibilities to the Internal Advisory Committee as necessary.

### ***8.2 Composition***

The Internal Advisory Committee shall be composed of maximum eight (8) members, being the Chair and Vice-Chairs of the GA, who shall also act as Chair and Vice-Chairs of the Internal Advisory Committee, and maximum five (5) additional members.

The Director shall attend the Internal Advisory Committee meetings and shall prepare a draft of the minutes, but it not considered as a member.

The Internal Advisory Committee may invite guests to their meetings at any time, such as representatives of the country holding the Presidency of the Council of the European Union.

### ***8.3 Election of the members of the Internal Advisory Committee***

The members of the Internal Advisory Committee are elected by the GA in accordance with the criteria for nomination and appointment as set forth in Annex 2.

Members of the Internal Advisory Committee are elected in their personal capacity. Therefore, if a member of the Internal Advisory Committee withdraws from the Internal Advisory Committee, the GA shall hold election(s) to fill the vacant seat(s). This implies that the member may not be represented by an alternate in his/her absence.

Members of the Internal Advisory Committee are appointed by the GA for a term of 3 years, with possibility of one re-appointment for a second term of a maximum period of 2 years.

### ***8.4 Meetings***

The Internal Advisory Committee shall meet at least twice a year and the meetings shall be arranged to take place sufficiently in advance of the next meeting of the GA, in order to timely provide the GA with reports, recommendations and inputs for discussion and agreement.

The Director shall attend the Internal Advisory Committee meetings and shall prepare a draft of the minutes, which shall be circulated to the Internal Advisory Committee members within 10 calendar days after the meeting. Comments and/or objections to the draft shall be forwarded to the Director within 10 calendar days of receipt of the draft minutes, with copy to the Chair. The Director shall amend the draft minutes accordingly and provide the final text to the Internal Advisory Committee members. Overall, the elaboration of the minutes should not require more than 30 days. The Internal Advisory Committee needs to approve the minutes by consensus (given by e-mail). After its approval, the minutes shall be signed by the Chair and a copy thereof shall be made available to the GA.

### ***8.5 Working procedures***

The Internal Advisory Committee may set up its own working procedures in line with the Statutes, Operational Procedures and GA decisions if applicable.

## **9. The Secretariat**

### ***9.1 Location***

Unless decided otherwise by the GA, the Association's secretariat (hereafter referred to as the **Secretariat**) is located at the Association's registered office.

### ***9.2 Purpose and tasks***

The Secretariat operates under the authority of the Director and is composed of own staff of the Association but is also in parallel welcoming secondments of other senior staff to manage files. The Secretariat welcomes responsibilities including stakeholder dialogue in order to take forward strategic and operational GA decisions. The Director however has full legal and administrative responsibilities following from its mandate.

The functioning of the Secretariat relies on traceable and transparent processes in order to build trust and agreement between Members, Associate Partners and the stakeholder community. The Director and its Secretariat implement the decisions of the GA, enables and facilitates strategic discussions and provides support to the entire range of JPI Oceans' activities. Its responsibilities include:

- enabling and facilitating strategic discussion at the level of the GA;
- serving as the central point for communication between all bodies of the Association and with its Members, Associate Partners and stakeholders;
- serving as the central hub for all JPI Oceans' activities and exchanges of practice between these activities;
- facilitation for Members, Associate Partners and leads/co-leads as they take Joint Actions forward, whereby it functions as a node in exchanges of praxis on procedures and setups, guidance to the toolboxes and various measures to be undertaken;
- progress monitoring and reporting;
- collection and management of data and information required for evaluation of the Association's performance;
- transparently enable stakeholder dialogue and inform the GA accordingly;
- actively seek modes for cooperation to consolidate ERA in order to fulfil the mission of JPI Oceans.

The Director and its Secretariat adopt a pro-active approach with regard to addressing relevant matters occurring between meetings. Secretariat staff should have recognised expertise, professional standing and effective relationships with the ocean community and those it serves.

A proposal for the prioritization of the specific objectives of the Director and its Secretariat for each year will be prepared together with a progress report regarding previous year's objectives. They will be presented by the Director and discussed at the Annual Meeting.

The tasks of the Director and its Secretariat will depend on the capacity of the Secretariat, in terms of available budget and staffing taking account of priorities set by the GA.

The Director and its Secretariat will prepare an annual report to be submitted to the GA on the activities of the Association. The GA should adopt this report with a view of making it publicly available.

The operation of the Secretariat is further elaborated in [Annex 3](#).

The Secretariat may offer trainee-/internship positions in line with the policy elaborated in [Annex 5](#).

### **9.3 Management and composition**

The Secretariat will take care of the daily management of the Association under the leadership of the Director who has been attributed the powers by the GA as elaborated in [Annex 6](#).

The staff of the Secretariat reports to the Director (or his/her nominee), who is responsible for identifying and prioritizing the tasks of the Secretariat in accordance with the goals and decisions made by the GA. The Director is responsible for ensuring the smooth day to day implementation of JPI Oceans' activities and Joint Actions.

The Director shall ensure that the individuals working in the Secretariat do not at the same time act as representatives in the GA.

### **9.4 Communication between the GA and the Secretariat**

The Director is responsible for all communication from the Secretariat to the GA, unless explicitly otherwise agreed. Hence all documents to be passed onto the GA should be prepared in consultation with the Director and be sent in the name of the Director.

In taking forward work portfolios, adequate time needs to be built into an agreed planning process to ensure that this occurs and that there are sufficient opportunities to assess and make the necessary strategic links between files. Similarly, incoming communications from the GA representatives to the Secretariat, beyond the mundane, should be shared with the Director.

### **9.5 The Director**

The GA appoints the Director as set forth in Article 20 of the Statutes.

The Director represents and legally binds the Association with respect to all matters as set out in Article 22.1 of the Statutes and as elaborated in **Annex 6**. Moreover, the Director can (only) take decisions on any matters which have been delegated to him/her by the GA in accordance with Article 13.2 of the Statutes.

With the consent of the Chair, the Director is authorised to deal with requests by third parties to be informed about the resolutions of the GA meetings.

The Director's appointment can be terminated at any time by a decision of the GA or by his/her resignation as set out in Articles 20.3 and 20.4 of the Statutes.

#### **9.5.1 Mandate**

The Director is responsible for and can take decisions in respect of certain specific day-to-day management items of the Association as delegated by the GA in accordance with Article 13.2 of the Statutes and has the powers and responsibilities as set forth in Article 21 of the Statutes. The Director's responsibilities with regard to strategic and operational Joint Actions may be delegated to and shared with other senior level seconded staff.

The Director heads the Secretariat and is responsible and accountable for the activities of the Secretariat and manages the employment and termination of contracts of the Association's staff in accordance with its delegated powers.

The Director is also responsible for the daily line management of staff seconded to the Secretariat and for interfacing with their employing organisations to establish contractual terms (including letters of understanding) relating to the purpose, period and operating conditions governing each secondment as delegated by the GA in accordance with Article 13.2 of the Statutes. The Director must inform the Chair, Vice-chair(s) and the Internal Advisory Committee about any concluded or terminated secondment agreement.

Within his/her tasks the Director shall

- implement the decisions based on steer from the GA;
- keep Members and Associate Partners informed with respect to JPI Oceans;
- bring to their notice any activity or problems which might be of their interest;
- inform them about the outcome of relevant meetings, conferences and other events, he/ she or other Secretariat staff attended on behalf of the Association.

The Director may propose to the GA to start new Joint Actions. This right of proposal does not entail the ability to commit the Association's collective resources to support the implementation of a Joint Action unless such action has been adopted by the GA.



The Director does not have the power to commit any resources from Members which are designated for taking forward a specific Joint Action. Such investments remain the responsibility of the lead and participating countries.

#### *9.5.2 Financial management*

The Director is responsible for the financial operation of the Association, including the preparation of budgets, the handling of invoices, the management of the office lease. Further details of the power of the Director is set out in **Annex 6** (also published in the Annexes to the Belgian Official Gazette).

From the time the GA has established an annual budget which is secured by funding from membership fees and other secure sources of income, the Director is responsible for implementing this budget with due regard for the agreed budget headings.

#### *9.5.3 Delegation*

The Director may, provided that such delegation is in accordance with Article 21.3 of the Statutes, delegate his/her powers for a particular or specified purpose or for a limited period of time to any other person and should inform the Chair of such delegations.

If the Director resigns or is otherwise unable to carry out the role, the process as set out in Article 20.4-20.5 of the Statutes shall be applied, with the Chair or Vice-Chair taking on the responsibilities of the Director. In this situation, the Chair or Vice-Chair may delegate some or all of these responsibilities, where the Statutes allow, to another person.

#### **9.6 Other staff positions at the Secretariat**

The role and competencies allocated to the Director shall not discourage Members and Association Partners to second other senior level staff to the Secretariat.

#### **9.7 Operating language**

The operating language of the JPI Oceans AISBL shall be English as set forth in Article 33 of the Statutes.

#### **9.8 Representation**

As set forth in Article 21.1 of the Statutes, the Association shall be represented with respect to all acts, including legal proceedings, by the Director.

The Association can also be validly represented by special proxy holders mandated by the GA or the Director, acting within the limits of their authority.

#### **9.9 External representation on initiatives and projects**

JPI Oceans is represented on advisory panels or acts as an observer in several European and international initiatives, aiming to promote joint identification of priorities and avoid duplication of efforts. The Association may be represented either by the Director, a staff member of the Secretariat or a representative.

Before deciding on such participation, the Director should consult the Chair and the Internal Advisory Committee and obtain prior approval of the GA (when possible).

Feedback from such activities should be regularly presented to the GA and evaluated against JPI Oceans' priorities and strategic activities.

## **10. JPI Oceans Joint Actions**

### ***10.1 Defining and implementing***

To initiate an official Joint Action within the framework of JPI Oceans, at least one Member or Associate Partner must take the lead in making a written proposal to the GA. JPI Oceans aims for Joint Actions to be co-led collaboratively by at least two countries to share responsibility and workload more broadly, increase resilience against leadership dropout, and allow less resourceful countries to also take leadership roles (with one country having the primary lead, however, to avoid decision deadlocks). The Joint Action proposal should be supported by at least a total of four other Members or Associate Partners.

Joint Actions are being developed on a step by step basis, under the auspices of the GA.

The decision of whether the Joint Action is implemented as a Joint Action of JPI Oceans is taken by the GA, having regard to a number of factors including the likely strategic impact, the degree of participation and balance of the Association's portfolio and the resources of the Secretariat available to support the lead country in taking the Joint Action forward.

Further detail of the development, implementation and evaluation of Joint Actions is given in the implementation documents of the Joint Action concerned.

### ***10.2 Participation***

Members or Associate Partners choose whether they wish to participate in any proposed Joint Action based on the concept of variable geometry. Participants bear their own costs of participation.

Members and Associate Partners are responsible for ensuring that national appointed persons follow up the day-to-day activities of the Joint Actions and need to have a close communication with the lead/co-lead (s).

Participants in Joint Actions should adhere to the relevant provisions of the Operational Procedures and any other contractual obligation (e.g. in case of H2020/Horizon Europe grants).

### ***10.3 Responsibilities***

#### ***10.3.1 Responsibility of the lead***

Leads or co-leads of Joint Actions coordinate the activities of the group by ensuring communication between participating countries and with involved experts and stakeholders and ensuring progress in the implementation of the planned activities. These responsibilities are supported by the dedicated secretariat contact (see 10.3.3).

Leads or co-leads of Joint Actions, have the responsibility to keep the GA and the Director and its Secretariat informed of progress and to monitor the process, publications and quality control, with the support of the Director and its Secretariat. Leads/co-leads make sure that a secretariat representative is invited to steering meetings.

Prior to each meeting of the GA, and allowing for the time-scale of preparations of papers etc. as set out in Article 14 of the Statutes, the Director and its Secretariat, with input from the lead Member and/or Associate Partner for each Joint Action, will compile a summary overview of the progress on the Joint Actions underway, highlighting any major achievements, opportunities, obstacles to progress etc.

Where appropriate, this will also include financial and in-kind commitments or reports on the use of the CSA funds. For Joint Actions, which have external support (e.g. ERANET Cofunds) more detailed

reporting is likely to be required to satisfy the contracting parties and thus, the reporting of each Joint Action will be defined on a case by case basis.

If a situation arises where a lead/co-lead of a Joint Action is unable or unwilling to continue in that role, but where the GA agrees the Joint Action itself should be continued, then the lead Member or Associate Partner should make best efforts to identify an alternative lead or co-lead, and transfer all necessary knowledge to allow this to take place smoothly. The co-lead will be the preferred succeeding lead.

If no adequate succeeding lead or co-lead can be found, this issue will be passed on to the GA, which will decide on the appropriate follow-up of the Joint Action. Until such GA decision has been taken, the lead/co-lead remain in function.

#### *10.3.2 Responsibility of participating countries*

Participating countries contribute to developing the Joint Action plan and its implementation. This includes, but is not limited to, resourcing of activities with cash and in-kind investments. To this effect they take part in regular communication convened by the lead(s). In coordination with the group and in agreement with the lead(s), participating countries are encouraged to take on responsibilities for specific parts of the Joint Action plan.

#### *10.3.3 Responsibility of secretariat contact*

Participating countries contribute to developing the Joint Action plan and its implementation. This includes, but is not limited to, resourcing of activities with cash and in-kind investments. To this effect they take part in regular communication convened by the lead(s). In coordination with the group and in agreement with the lead(s), participating countries are encouraged to take on responsibilities for specific parts of the Joint Action plan.

### **10.4 Termination of ongoing Joint Actions**

The GA may decide to terminate an on-going Joint Action at any time if the lead Members or Associate Partners fail to meet the expectations and responsibilities accepted upon which the Joint Action was endorsed.

## **11. Press and media**

Media enquiries shall be directed to the Director or the Chair. Press notices and other statement may only be issued with approval of the Director and the Chair who shall consult the Internal Advisory Committee or the GA as necessary.

The Association shall make use of web tools for dissemination of information, including electronic newsletters and social media. The website shall be the most important source of information about JPI Oceans, and the Director and its Secretariat and Members and Associate Partners (particularly as lead for specific Joint Actions) will make best efforts to ensure it is up to date and accessible.

Members and Associate Partners are encouraged to further disseminate JPI Oceans' communications and if needed to translate and adapt them for national audiences.

## **12. Stakeholder interaction**

JPI Oceans shall support relevant European and international ocean initiatives with the objective of maximising the benefit for the Members and Associate Partners and may establish co-operation including with non-members. Such co-operation shall be approved by the GA and properly documented in writing and established in the collective interest.

### ***12.1 Interaction with scientific and/or innovation organisations***

JPI Oceans shall interact as necessary with scientific and/or innovation organisations, administrative bodies, business communities, individuals and other actors of civil society aiming to monitor and follow up its societal impact during the course of the process. JPI Oceans shall ensure active information sharing with authorities, scientists and all other relevant stakeholders within and outside of Europe. These interactions will be most intense when important possible new strategic directions are being explored, such as the further development of the SRIA.

In its communication towards stakeholders, the GA, the Members, the Associate Partners and the Director and its Secretariat will demonstrate their responsibility to deliver on its objectives.

### ***12.2 Stakeholder initiatives***

The Director and its Secretariat may support stakeholder events of recognised strategic relevance to JPI Oceans' activities and objectives.

## **13. Transparency and accountability**

Access to knowledge and information is a prerequisite for individual and mutual learning. Given the grand and complex societal challenge that is addressed by JPI Oceans, fostering both is a prerequisite for the successful completion of JPI Oceans' purpose and objectives. Allowing access to knowledge and information within JPI Oceans is not a trivial task and therefore requires active and continuous deliberation and promotion.

Activities carried out and decisions made by JPI Oceans shall be properly documented to ensure an audit trail. When handling requests for access to documents, the principle of openness shall be applied to the greatest extent possible.

With respect to open research, data management, Knowledge transfer and exploitation JPI Oceans follows the recommendations and principles set out in of the "Voluntary Guidelines on Framework Conditions for Joint Programming in Research" (2010)<sup>1</sup> and implements these on a case by case basis according to the needs of each specific Joint Action and the procedures of the funding organisations involved.

Where information is judged as confidential or sensitive this shall be restricted to authorised Members or Associate Partners and staff and they shall be required to protect the information from leakage.

A report of JPI Oceans' annual activities shall be made publicly available once approved by the GA.

## **14. Financial regulations**

The Association, during its first period with insecurity with regards to funding, should minimise risks which could cause financial long-term impact.

### ***14.1 Budget and reporting***

Further to the duties of the Director on financial management (paragraph 9.5.2 above), the annual budget for the Association for the coming financial year is prepared by the Director and approved by the GA at its Annual Meeting. The budget shall:

- accurately reflect the estimated income and costs;
- be expressed in EUR;

---

<sup>1</sup> Available [here](#)

- allow financial reporting in accordance with Belgian law.

Further to the provisions of the Statutes, the GA may decide on rules governing sources of funding other than membership fees.

The Director is accountable for the implementation of the annual budget and shall ensure that expenses and commitments are in conformity with the budget provisions (cf. discretion for adjustments in expenditure in paragraph 9.5.2 above). Any expenditure or commitment exceeding the agreed annual budget or for a period beyond the fiscal year must have the prior approval of the GA.

The deficit expenditure (i.e. figure obtained by deducting the expenditure from income for that respective year) over a financial year cannot exceed 25% of the funds available at the beginning of that financial year (i.e. 1 January).

Expenditure reports are prepared by the Secretariat and presented to the GA at the Annual Meeting. Requirements for audit, bookkeeping and approval of annual accounts must be in conformity with the Articles 24 through 28 of the Statutes and applicable Belgian law.

The budget covered by the membership contributions does not cover the cost of individual Joint Actions which are led and supported by Members or Associate Partners on a variable geometry basis. Nor does it cover the budget for contracted projects (e.g. CSA) which are maintained separately and reported as necessary to the funding providers. The Director shall maintain an oversight of all income and expenditures related to the Joint Actions and communicate this to the GA at the Annual Meeting.

The Association may build up over time and have at its disposal a reserve fund, the maximum amount of which shall be determined by the GA.

#### ***14.2 Bank account and financial management***

The bank account of the JPI Oceans AISBL is with ING Belgium SA/nv with the following account number: BE52 3630 8237 9009. Membership and partnership contributions are payable to this account.

#### ***14.3 Procurement***

The Association shall ensure compliancy with the Belgian law on public procurement<sup>2</sup>. Recognising that the Association is funded by public funds the Association shall promote integrity in procurement and adhere to recognised principles of transparency, equal treatment, open competition, and sound procedural management.

### **15. Privacy Policy**

This section describes the privacy policy of the JPI Oceans. It affects all data gathered and processed by JPI Oceans. This policy is a derivative of the GDPR and is to be applied to JPI Oceans activities. This policy is also made available on the website of JPI Oceans.

#### **General Data Protection Regulation (GDPR)**

The GDPR is EU Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free

---

<sup>2</sup> Belgian law and regulations on public procurement are accessible on the following website: <http://www.publicprocurement.be/nl/overheidsopdrachten/regelgeving/wetten>

movement of such data. It repeals Directive 95/46/EC. The GDPR entered in force on 25 May 2018. More information can be found on the EC GDPR site.

### JPI Oceans as data owner and processor

JPI Oceans gathers personal data (name, email address, phone number, affiliation) through subscriptions to our newsletter, registrations for JPI Oceans activities and events, and from our members. All data gathered and processed by JPI Oceans is subject to the EU General Data Protection Regulation (GDPR), which aims to protect the privacy of all EU inhabitants. Note that JPI Oceans partly makes use of the IT system of the Flanders Marine Institute (VLIZ) to support its website and IT services. For all information regarding the data processing from the JPI Oceans website, we refer to the VLIZ privacy policy. To send newsletters JPI Oceans makes use of Mailchimp as the data processor (see point 5 below). To register participants for events in some cases JPI Oceans uses Eventbrite as the data processor.

### Your rights as a data subject

A data subject is the natural person for whom personal data is processed. Each person has the right to be informed on what personal data is being processed and to have access to their personal data.

As a data subject, you can request:

- corrections or updates to your personal data
- to restriction or stop the processing of your data;
- to erase your data from our database

Note that not all rights are absolute: JPI Oceans can have compelling legitimate grounds that outweigh the interests and rights of the objector (accountancy, juridical reasons...). When a request is made, JPI Oceans may demand extra information to confirm your identity. All requests made by data subjects will be logged.

### Legal grounds for data processing

There are several legal grounds for data processing. The most common is prior consent, which can be withdrawn at any time, or it can stem from an agreement with our member institutes. JPI Oceans further has the legal obligation to process personal data for accountancy purposes and has to keep this data according to the legal obligations. JPI Oceans also processes personal data for common interest as JPI Oceans maps and describes the European marine and maritime science and innovation landscape, and gathers professional data on scientists, industry representatives, policy makers and institutes for this purpose.

### Services requiring personal data

For some of the JPI Oceans services and activities processing of personal data is necessary. By entering your personal data, you agree to the data processing. This data is kept for as long as the agreement lasts, and at least as long as is required for legal purposes (e.g. accountancy). For purposes concerning proof in juridical disputes, JPI Oceans may store personal data up to 10 years after the occurrence, which is the maximum legal term for placing personal claims. JPI Oceans requires personal data for the following:

### JPI Oceans member-/partnership

JPI Oceans collects data of its member-/partner organisations. This includes the contact details (name, e-mail, address, phone number) of the delegates and alternates and any other persons from the organisations that have been nominated to participate in JPI Oceans Working or Expert Groups, events and publications. JPI Oceans uses this data to inform members on JPI Oceans activities and for membership administration (legal obligation and reporting to Members, Associate Partners and European Commission). The institutional affiliation is saved for institutional members. More information on JPI Oceans membership can be found [here](#).

#### Participation in (on-line) surveys

The personal data collected depends on the type of survey, and can contain: full name, e-mail address, country, organisation name and type, telephone number.

#### Visitor tracking on websites and cookies

JPI Oceans makes use of the IT support and system of the Flanders Marine Institute (VLIZ) to support its website and IT services. VLIZ keeps logs of website visits - which contain: an IP address, time information, and the url visited - for bug tracking and to monitor for malicious visits. Along with the web-server logging, an anonymous visitor-tracking system is in place, to track which pages on the websites hosted by VLIZ are accessed. We also use cookies to enhance the surfing experience (e.g. so visitors only have to log in or choose the language setting once). It is indicated on each by VLIZ supported website that cookies are used, and one can find a link to the VLIZ privacy policy.

#### Conference and other event participation

In order to participate in events organised by JPI Oceans, registration is required for organisational purposes (venue size, catering services, inform participants on programme updates, etc.). Registration forms will contain a section to allow participants to subscribe to further communications by JPI Oceans, or to remove their data once the event has taken place (this is the default option). For each event, several e-mails may be sent as part of the communication agreement: save-the-date, posting of the tentative programme, abstract submission calls, closing of the early bird or final programme, and the closing e-mail with links to pictures taken and download links for presentations.

During our events, pictures/film can be taken which can be communicated to the participant, used in the JPI Oceans annual report and other JPI Oceans publications, or posted on our website. If one does not want one's pictures to be published, one can send a request for the removal of photographs or films to the e-mail address used for event administration or to [info@jpi-oceans.eu](mailto:info@jpi-oceans.eu). Photos in which the requester are shown will be removed from our web sites and servers; for films, the film segment will be cut out or the film deleted out if the requester is clearly visible.

#### Mailing lists organised or serviced by JPI Oceans

JPI Oceans manages mailing lists which were created to send out JPI Oceans newsletters, to facilitate events, to allow for working-group communication, for partners in a project, etc. Each e-mail sent to these mailing lists contains an unsubscribe link and a contact address. For several communications, JPI Oceans can make use of the services of Mailchimp for this purpose. Mailchimp functions in this instance as the data processor and for this reason JPI Oceans has a data processing agreement with Mailchimp. One can find the [Mailchimp privacy policy here](#).

#### Personal data offered for job applications

Personal data offered in the context of job applications will be used solely for processing the application, unless consent was given for alerts on future job offers. The data will only be available to JPI Oceans

personnel handling the job offer and to the members of the selecting panel (JPI Oceans and/or external experts).

#### Drupal, our content management system (CMS)

The JPI Oceans website is created in Drupal. For content management several editors are appointed, and these need an account to be able to log in to and change a site. All session information and changes made by the editors are stored in Drupal. Each editor can list their actions for each of the sites via a Drupal module.

#### Questions and Complaints

If one has any questions regarding personal data stored by JPI Oceans, one can contact us by e-mail at [info@jpi-oceans.eu](mailto:info@jpi-oceans.eu); by phone: +32 (0)2 626 16 60 or on the following address: Rue du Trône 4, 1000 Brussels, Belgium.

Complaints concerning the JPI Oceans privacy policy, or concerning unlawful data processing can be addressed to the Belgian Privacy Commission ([www.privacycommission.be](http://www.privacycommission.be)), the National Data Protection Authority (DPA) for Belgium. If there is a data breach, JPI Oceans is bound to inform the Privacy Commission within 72 hours and affected users - if identifiable - will also be notified.

### **16. Environmental policy**

JPI Oceans believes it has a responsibility to care for and protect the environment. Based on JPI Oceans' main activities and means of operation the Secretariat will seek to minimise its environmental impacts in particular those relating to:

- Our office: energy use, water use and waste, recycling where possible;
- Our business travel: by choosing low-carbon alternatives when possible, e.g. taking the train/public transport, encouraging the use of tele and video-conference meetings for smaller meetings, encouraging journey sharing, and avoiding unnecessary trips.
- Our communications materials: choice of resources (using FCS-paper for publications paper and inks) minimising hardcopies and printed materials, and use of energy for storage, downloading, streaming and/or online reading for digital communications;
- Our events: accessible venues, energy use, water use, food, waste, transport and travel.

### **17. Amendments to and revision of the Operational Procedures**

#### ***17.1 Amendments***

These Operational Procedures can, provided that they are in accordance with the Statutes and applicable law, be revised by a decision of the GA upon request of at least one of its Members. Amendments enter into force as soon as the decision is adopted by the GA. Amendments require a simple majority of votes cast (except for certain items which require a special quorum as set out in the Statutes).

#### ***17.2 Revision***

These Operational Procedures shall regularly be reviewed by the Director and its Secretariat, upon request of the GA, in accordance with matters arising, and submitted to GA meetings.



## Annex 1 Formula for calculation of membership and partnership contributions

The annual membership fee for each country is calculated as a proportion of the annual budget based on weighted GDP from the last five calendar years, limited to a maximum of 3 eurocents per capita. GDP data are extracted from Eurostat.

The weighted GDP is a percentage calculated by using a 50:50 ratio of GDP and GDP per capita in the last five years (meaning that the 2021 financial plan is based on GDP data from the period 2014-2019), as recommended by the Business Plan Working Group and decided at the 9<sup>th</sup> MB meeting).

GDP data are extracted from Eurostat. The most recent data acquired in December 2020.

Weighting of GDP and GDP per capita				50%	50%	
Source:	Eurostat					
Last update:	3-Dec-2020					
	5 year total per country			Percentage of total per		
Member Countries	GDP mill. euro	GDP euro per capita	capita Mio	GDP	GDP per capita	Weighed GDP
Belgium	445,680	39,158	11.4	3.0 %	6.1 %	4.6 %
Croatia	49,332	11,946	4.1	0.3 %	1.9 %	1.1 %
Denmark	293,209	50,912	5.8	2.0 %	7.9 %	4.9 %
Estonia	24,124	18,300	1.3	0.2 %	2.8 %	1.5 %
France	2,303,240	34,352	67.0	15.7 %	5.3 %	10.5 %
Germany	3,245,248	39,310	82.6	22.1 %	6.1 %	14.1 %
Greece	178,128	16,552	10.8	1.2 %	2.6 %	1.9 %
Iceland	19,891	57,596	0.3	0.1 %	8.9 %	4.5 %
Ireland	303,417	63,016	4.8	2.1 %	9.8 %	5.9 %
Italy	1,729,709	28,574	60.5	11.8 %	4.4 %	8.1 %
Malta	11,643	24,604	0.5	0.1 %	3.8 %	1.9 %
Netherlands	744,145	43,408	17.1	5.1 %	6.7 %	5.9 %
Norway	352,523	66,850	5.3	2.4 %	10.4 %	6.4 %
Poland	471,031	12,260	38.4	3.2 %	1.9 %	2.6 %
Portugal	196,127	19,024	10.3	1.3 %	3.0 %	2.1 %
Romania	189,164	9,664	19.6	1.3 %	1.5 %	1.4 %
Spain	1,160,462	24,874	46.7	7.9 %	3.9 %	5.9 %
Sweden	469,386	46,724	10.0	3.2 %	7.2 %	5.2 %
United Kingdom	2,476,447	37,528	66.0	16.9 %	5.8 %	11.4 %
<b>Total 19</b>	<b>14,662,906</b>	<b>644,652</b>	<b>462.5</b>	<b>100.0 %</b>	<b>100.0 %</b>	<b>100.0 %</b>

Sources:

- GDP  
[http://appsso.eurostat.ec.europa.eu/nui/show.do?dataset=nama\\_10\\_gdp&lang=en](http://appsso.eurostat.ec.europa.eu/nui/show.do?dataset=nama_10_gdp&lang=en)
- GDP per capita  
<http://ec.europa.eu/eurostat/tgm/table.do?tab=table&init=1&language=en&pcode=tec00001&plugin=1>  
<https://ec.europa.eu/eurostat/databrowser/view/tec00001/default/table?lang=en>

## **Annex 2      Nomination, election and appointment of the Internal Advisory Committee**

The Chair and the Vice-Chairs of the GA shall also be Chair and Vice-Chairs of the Internal Advisory Committee.

The five members of the Internal Advisory Committee shall be appointed by the GA according to the following procedure.

### Nomination

The Chair, through the Director, shall send a notification to the representatives of the Members of the AISBL and Associate Partners informing that the process for the election of Internal Advisory Committee members is open.

Those representatives of Members and Associate Partners (both representatives and alternates) of the AISBL who wish to be members of the Internal Advisory Committee should send an expression of interest by email to the Chair, with copy to the Director, as soon as possible after receiving the notification and no later than 15 calendar days prior to the next GA meeting.

After receiving the expressions of interest, the GA shall proceed to the election of the members of the Internal Advisory Committee during its next meeting.

### Election

The election of the Internal Advisory Committee members shall be done by voting (secret ballot) and accordance with Article 15.7 and 16 of the Statutes.

To ensure gender and regional balance of the Internal Advisory Committee the following criteria should apply:

- Gender balance: minimum 30% gender representation
- Regional balance: minimum 30% representation from the two regions:
  - North-/Western Europe;
  - South-/Central-/Eastern Europe.

The regional division follows the classifications developed by Eurovoc<sup>3</sup>, available [here](#).

Chair and vice-Chair(s) position(s), as filled at the time of the election of member(s) of the Internal Advisory Committee, count towards the %-criteria above.

The GA is also encouraged to aim for a majority of Internal Advisory Committee members coming from AISBL-members rather than Associate Partners.

The appointment of members will be based on an election procedure according to the following steps:

1. Candidates will be put on a ranking list, provided they receive at least 10 percent of the total number of votes.
2. The top candidates from the ranking list (a maximum of five depending on the places available) will be nominated as members of Internal Advisory Committee provided that the required gender and regional balance is met.

---

<sup>3</sup> Eurovoc is a multilingual thesaurus maintained by the Publications Office of the European Union.

3. In the event that the required gender and regional balance is not met, lower ranked candidates will be nominated at the expense of candidates in the top list until the required balance is met, provided that the ranking list allows this.
4. In the event that the required gender and regional balance cannot be met from the available lower ranked candidates, the original top candidates will be nominated.

### **Annex 3      Operation of the Secretariat**

An effective Secretariat relies on good internal communications between staff and clear, well defined lines of communication. In general, good team communication and the appropriate sharing of information is expected and encouraged.

All staff is expected to undertake their work and to communicate in a transparent and traceable manner.

#### **Staff**

The day to day management of the Association is carried out by staff recruited for the purpose to cover the real administrative needs, to ensure the stability and continuity necessary for an effective administration.

Staff in the office, either directly employed or on secondment for their parent organisations, operate with differing employment terms and conditions which need to be respected.

The preference as JPI Oceans moves to implementation phase will be for the Director to identify potential gaps and roles and to fill any vacancies or new positions through advertisement to the Members and based on a well-defined job description.

Internally the Secretariat has a regular weekly team meeting which all staff are expected to attend unless there are conflicting engagements that are given priority.

The staff handbook, prepared in cooperation with the selected provider of social secretariat function provider, will further elaborate the Internal Rules, where applicable.

#### Secondments

All seconded staff is expected to have secondment agreements. All seconded staff has to sign an agreement of loyalty towards the purpose of JPI Oceans and pledge to work in accordance GA decisions and steer.

Members and Associate Partners are encouraged to second staff to the Association for working at the Secretariat on the condition that such seconded staff can work loyally towards the purpose of the Association and in accordance with GA decisions and steer. The roles and solely for the ambition of responsibilities need to be determined in dialogue with the Director and the seconding organisation, in accordance with the advice from the Internal Advisory Committee and in consultation with the Chair and Vice-chair(s). Seconded staff must work on an impartial basis serving all Members and Associate Partners.

The ambition is to build a comprehensive team with complementary skills and qualifications to support the Director. This necessitates the secondment of both senior- and junior level staff with diverse but relevant qualifications and experiences. Ideally a geographical distribution should be sought in order to facilitate the exchange of practices and to build links with the various Members and Associate Partners.

The seconded staff will receive a description of its tasks within the Secretariat.

In all cases the specific arrangements for the secondment will be set out in an appropriate formal agreement between the Association and the seconding organisation. A template for secondment agreements is provided in **Annex 4**.

Secondments should ideally be of reasonable duration (2 years) to ensure stability. The Secretariat also welcomes the possibilities of shorter placings where they address specific well-defined tasks and bring specific skills and expertise to the team.

#### Additional staff

Additional staff may be contracted and/or financed by external resources to fulfil specific tasks and projects as agreed by the GA. GA decision is required to avoid mission drift.

Internships and student placements may also be offered from time to time, when the workload, management capacity permit mentoring and on the condition that the tasks and responsibilities offered are of academic relevance and value.

#### **Appraisal and performance**

Staff is subject to the formal appraisal and performance processes of their employer and will have a line manager within their employing organisation (either the Association or their seconding organisation).

The Director and employee (employed, contracted or seconded) will have, at least twice a year, a formal appraisal discussion which gives both the Director and the appraisee a formal opportunity to discuss progress, performance and related matters.

#### About seconded staff's development and progression in particular

Recognising that the line manager will not necessarily have a regular and direct oversight of the individual's performance, the Director also has a role in appraisal and performance monitoring and will contribute to the formal appraisal of the individual. Staff seconded to the Secretariat may become less visible in their parent organisation, and this may risk them being overlooked for advancement if their achievements are not highlighted. The annual meeting between the line manager and the Director, feeding into the appraisal, provides the formal opportunity to ensure that such achievements are recognised.

Noting also that the staff seconded to the Secretariat are often motivated to do so as a means of developing their careers, the Director will, where possible, facilitate the sharing of learning experiences, access to new opportunities, contacts and representational roles within the team, where this is judged compatible with the reputation of JPI Oceans, the seniority of those it deals with and the balancing of portfolios and workloads. Where Staff participate in a representational capacity this will be made clear to others and 'lines to take' etc. must be agreed, as far as practical, in advance.

If the Director has concerns about the performance of the individual this will firstly be raised on a one to one basis and if necessary, a plan of joint action agreed on. If this does not resolve the issue or there are wider concerns the Director will take up the matter with the appropriate line manager.

#### **Conflict of interests**

If a staff member or secondee considers himself/herself to be in a situation of potential conflict of interest, he/she shall raise the issue with the Director who in turn shall inform the Chair of the GA. The Director and the Chair of the GA shall jointly resolve the matter.

#### **Ethics**

The role of the Secretariat demands a high level of professional credibility and integrity of its staff. The Secretariat, in its interactions with Members, Associate Partners, the European Commission and other organisations acts in respect of the principles of integrity, honesty, in all aspects of work, accountability,

professional courtesy and fairness in working with others, transparency, equality of treatment and inclusiveness. Individuals appointed to the Secretariat must work for the JPI Oceans purpose, contributing to the JPI Oceans goals.

Staff shall approach their colleagues in a spirit of mutual support, both in terms of taking forward the work as a whole and at a personal level, recognising that most are not working in their native country or language.

The Association operates an equal opportunities policy in all aspects of its operation, based upon gender equality and equal opportunities for all.

## Annex 4      **Template for secondment agreements**

### Template for secondment agreements

*The template below has been developed to aid the mutual understanding of amongst others the purpose, period and operating conditions governing each secondment from one of the members of JPI Oceans AISBL to JPI Oceans AISBL. The template may be tailored to accommodate any specific needs of any parties in an agreement between the AISBL and the seconding organisation.*

#### **Preamble**

We write to you to confirm the arrangements that have been agreed between us in the present agreement on [DATE OF SIGNING], effective as from [DATE OF ENTRY INTO SERVICE] (hereinafter referred to as the “**Secondment Agreement**”) in connection with the secondment of [NAME SECONDEE], residing at [ADDRESS SECONDEE] (hereinafter referred to as the “**Secondee**”), from [NAME ORGANISATION], whose registered office is located at [ADDRESS ORGANISATION] (such state hereinafter referred to as the “**Home State**”), hereby represented by [NAME + FUNCTION] (hereinafter referred to as the “**Employer**”), to JPI Oceans AISBL, whose registered office is located at Rue du Trône 4, 1000 Brussels, Belgium (such state hereinafter referred to as the “**Posting State**”), hereby represented by [NAME], director (hereinafter referred to as “**JPI Oceans**”).

Hereinafter jointly referred to as the “**Parties**” or individually as the “**Party**”.

In a spirit of mutual partnership, we believe that adherence of the Parties to the below, as well as the shared understanding of the purpose and operation of JPI Oceans, will provide more stability, both to the Secondee and to the operation of JPI Oceans.

#### **Background**

The Employer is a member / associate partner of JPI Oceans AISBL, an international not-for-profit association established under Belgian law. JPI Oceans is a coordinating and integrating platform for research in Europe and is open to sovereign states supporting the purpose of the AISBL (or one legal entity designated, mandated or authorised by such state to become a member or associate partner and act as its substitute), which:

- a) are members of the European Economic Area (EEA), or
- b) which were/are a member of JPI Oceans and which are not a member of the EEA; or
- c) other sovereign states, upon invitation of the General Assembly of JPI Oceans (the “**GA**”).

The details of participation are set out in Statutes and Operational Procedures of JPI Oceans.

The director of JPI Oceans (the “**Director**”) and its secretariat (together, the “**Secretariat**”) are responsible for the day to day management of JPI Oceans. The Secretariat assists the GA and the Executive Committee with the preparation of documents, reviews and reports and ensures the necessary logistical coordination and communication among different governance bodies and other relevant bodies.

The Secretariat is run by the Director, appointed by the GA. The Director is responsible for all communication from the Secretariat to the GA and other governance structures of JPI Oceans, unless explicitly otherwise agreed. Hence all documents passed on to the governance structures, should go in the name of the Director.

## **Duration of Secondment**

The term of the secondment is from [DATE] to [DATE] (hereinafter referred to as the "*Secondment Period*"). The present Secondment Agreement will automatically terminate at the expiry of the Secondment Period, without any formal notice of termination. Any termination or extension of the secondment beyond the initially agreed term will have to be agreed upon in writing between the Secondee and the Employer. In case of a conflict situation between the Director and the Secondee, the matter will be referred to the chairman of the GA (hereinafter referred to as the "*Chair*").

If the Secondee terminates his/her employment with the Employer during the Secondment Period, the secondment will automatically end at the same date as the employment.

## **Nature and purpose of the secondment**

The Secondee will be carrying out tasks applicable to the Secretariat as well as other relevant tasks associated with the functioning of the latter. The tasks and responsibilities of the Secondee are described in more detail in Appendix 2.

The Employer will ensure that the Secondee, whilst on secondment to the Secretariat, is instructed to fulfil his/her tasks in a professional manner in accordance with the role of the Secretariat to support the GA in reaching the goals of JPI Oceans and the European interest. The Employer shall further ensure that the Secondee acknowledges and adheres to generally accepted principles of business ethics and conflict of interests, as set out in JPI Oceans' Operational Procedures. If the Secondee considers himself/herself to be in a situation of potential conflict of interest, he/she shall raise the issue with the Employer, who in turn shall inform the Chair. The Employer and the Chair shall jointly resolve the matter.

The Secondee continues to perform his/her activities under the authority and for the account of the Employer throughout the Secondment Period, and nothing in this letter, or other communication between the Parties, shall be interpreted as to imply the establishment of any rights of employment between the Secretariat and the Secondee.

## **Working hours**

During the Secondment Period, the Secondee shall work [AMOUNT] hours per [WEEK/ MONTH] or [AMOUNT] days per [WEEK/MONTH]. Where the Secondee works part time, the Employer shall agree in advance (with the Director) which hours and days the Secondee is to perform work for the Secretariat.

Unless otherwise agreed, the daily working time for the Secondee is between 09:00 and 17:00, Monday to Friday, exclusive public holidays as applicable to the Secondee's employment with the Employer.

The Secondee acknowledges that he/she will occupy a position of trust/managerial position in execution of the Belgian Royal Decree dd. 10 February 1965 and that, in view of his/her function, it is expected that he/she performs the necessary time required to properly execute his/her job. This entails that he/she will perform a minimum of [NORMAL WEEKLY HOURS WITHIN THE COMPANY] hours a week.

In view of the above, the Secondee acknowledges and accepts that the proper execution of his/her tasks and responsibilities may require providing complementary and/or supplementary work hours over and above the normal working hours, and even working on Saturday and/or Sunday.

The Secondee acknowledges and accepts that his/her remuneration, as defined in the present Secondment Agreement, constitutes adequate compensation for such additional services and/or overtime



hours. For this reason, no additional proportional remuneration, nor any overtime payment or compensatory leave, will be due for these additional services and/or overtime.

### **Working place**

The place of work is the office of JPI Oceans, presently located at Rue du Trône 4, 1000 Brussels, Belgium. Remote working may be agreed upon.

The Seconded acknowledges and accepts that the place of employment does not constitute an essential element of the present Secondment Agreement, and that the Employer may modify the place of employment unilaterally, should the factual circumstances require this.

### **Remuneration**

Throughout the Secondment Period, the gross remuneration of the Seconded is determined at [AMOUNT IN EUR] per month. The holiday supplement will be calculated and paid in accordance with the law of the Posting State on top of the said remuneration.

The Seconded's remuneration, after deduction of social security contributions and wage withholding tax, will be paid 12 times per year into the bank number designated by the Seconded.

The remuneration of the Seconded will evolve as if he would remain employed in the Secretariat.

In the case that the Expatriate Tax Regime of the Posting State will be applicable, it is understood that the benefits arising from this special tax regime accrue to the Employer. The agreed compensation package considers the benefits relating to the expatriate tax regime. The Seconded shall give full cooperation with the gathering of information in order to prepare the application request in due time.

### **JPI Oceans' obligations**

JPI Oceans is responsible for providing adequate workplace facilities to the Seconded, such as desk, internet access, printer, conference rooms and kitchen facilities with free coffee and tea throughout the Secondment Period. Personal computer is not provided, hence the Seconded will have to bring and use own computer provided by the Employer.

### **The Employer's obligations**

The Employer will retain all normal duties and other legal responsibilities as an employer, including the obligation of maintaining adequate employee insurance as prescribed by law, including travelling- and occupational accident insurance covering the Seconded throughout the Secondment Period. The Employer will sign a binding statement regarding liability attached hereto as Appendix 3.

The Employer will continue to pay the Seconded's remuneration throughout the Secondment Period. The Seconded will be covered by the Employer's existing complementary pension scheme during the Secondment Period.

The Seconded's accommodation or travel expenses during the Secondment Period are in general the sole responsibility of the Employer.

### **Sick leave**

If the Seconded is unable to attend work due to sickness, the Seconded will notify the Employer and the Director and forward a sickness self-declaration form or medical certificate, whichever applicable, to the Employer in accordance with the procedures of the Employer. The Employer will remain responsible for any statutory sick pay.

### **Vacation and Holiday allowance**

The Secondee is entitled to vacations in accordance with the law of the Home State. The Employer is responsible for paying the applicable holiday allowance. The Secondee shall notify the Employer and the Director of any planned absence, preferably no later than two weeks in advance. The Secondee shall seek to avoid extended holidays in busy periods.

### **Training**

The Secondee is entitled to subscribe to courses or training in accordance with the practice of the Employer. The Employer is responsible for paying the costs associated with courses or training. The Secondee shall notify the Employer and the Director of any planned absence for training and courses no later than two weeks in advance. The Secondee shall seek to avoid long training courses in busy periods.

### **Appraisal dialog**

To ensure the full potential of the partnership and the work of the Secondee, the Employer and the Secondee will conduct appraisal meetings at least twice a year, to discuss functional issues.

### **Social security**

During the Secondment Period, the Secondee will in principle continue to be covered by the social security of the Home State in application of EU Regulation 883/04 on social security.

The Secondee engages himself/herself to provide the Employer with all required documents and information, in order to enable the Employer to apply for the social security document with the competent authorities. The Secondee engages himself/herself to carry with him during the Secondment Period the documents delivered by the competent social security authorities of the Home State and to comply with all social security obligations according to the social security law of the Home State.

### **Expat statute**

In the case that the Expatriate Tax Regime of the Posting State will be applicable, it is understood that the benefits arising from this special tax regime accrue to the Employer. The agreed compensation package considers the benefits relating to the expatriate tax regime. The Secondee shall give full cooperation with the gathering of information in order to prepare the application request in due time.

During the Secondment Period, the Employer will refund all reasonable costs incurred by the Secondee related to business travel based on actual invoices.

### **Applicable law and competent tribunal**

Taking into account its temporary character, the present Secondment Agreement is governed by the law of the Home State.

In case of disputes concerning the existence, the interpretation, the execution and/or the termination of the present Secondment Agreement, the Parties explicitly agree that the tribunals of the Home State will be competent.

### **Early return**

The Employer can remand the Secondee before the expiry of the Secondment Period at any time, a.o. in the event of

- a) demands of technical and/or organizational nature, which require the return to the Home State;

- b) behaviour damaging the image and general interests of the Employer;
- c) not adapted to the local or employment situation;
- d) suspension of the operational activity with which the Secondee is charged because of reasons which cannot be attributed to the Employer;
- e) end of the work to which the Secondee was assigned;
- f) long-term incapacity to work;
- g) dissatisfaction of the Employer.

It is expressly agreed that the early termination of the assignment shall not be regarded as an amendment to an essential element of the present Secondment Agreement.

The Secondee can ask for an early return in case of the following reasons:

- a) poor state of health for which sufficient proof is presented;
- b) severe familial reasons which require the presence of the Secondee in the Home State.

In any event, a notice period of one month should be respected, unless the Parties agree otherwise.

In case of termination of the secondment, except for serious cause, the conditions of the present Secondment Agreement will no longer apply and are immediately replaced by the provisions which applied prior to the secondment. The Secondee consequently accepts that, in case of termination of the secondment, he will return to work at the seat of the Employer in the Home State. In the latter event, the employment conditions, which applied prior to the secondment, will apply yet again and the Secondee will in particular no longer be entitled to the specific allowances to which he was entitled pursuant to the secondment.

The Parties expressly agree that the application of the present disposition does not, in whatever manner, imply the modification of an essential employment condition.

#### **Commitment regarding liability**

The undersigned agrees to indemnify and hold JPI Oceans harmless from and against any claim from the Secondee and/or third party relating to the Secondee's performance of work for JPI Oceans.

#### **Contact Person**

The contact person and recipient of all notices and communication related to the secondment is: [NAME + FUNCTION]

\*\*\*

The above is now reflecting our mutual understanding of the scope and extent of the secondment and our cooperation related to the Secretariat of JPI Oceans.

Done at [PLACE], on [DATE] in two originals, each Party confirming to have received their original signed copy.

For the Employer (\*),

For the Seconded (\*),

[NAME]

[FUNCTION]

For JPI Oceans (\*),

[NAME]

Director

*(\*) The Parties shall let their signature precede by the words “read and approved” and shall initial every page of the present Secondment Agreement.*

## **Annex 5      Trainee/-internship policy**

Trainees/interns could be a valuable resource for the AISBL. They could be tasked with a variety of tasks and could have different profiles. Candidates could have a more scientific background that could be useful for assisting on Joint Actions/activities but could also contribute on AISBL matters and have a more business administration/public policy/communication background.

Positions could be both full- and part-time. All such contracts will be liable to the existing Belgian labour regulations. The intern would be responsible for own tax and related matters. Trainees/interns would not be employed.

Resources to finance trainee/-internship position will be drawn from a budget for additional staff resources – subject to annual decision by the GA. It is up to the Director to allocate these funds. Such positions will not count as employees.

The available of secretariat staff resource to recruit and to supervise, and the type of profiles necessary to fill the positions must be taken into account by the Director.

All internship opportunities, with an agreed specification will be openly advertised on the JPI Oceans website, newsletter and social media (and elsewhere e.g. job boards online). Other stakeholders will be encouraged to share in their networks.

The secretariat will undertake an interview process to select trainee/intern(s). Final decision on selection of successful individuals will be determined by the Director.

### **Remuneration of interns**

While trainees/interns are not employed and would not receive a salary they should receive some pay/recompense for their efforts.

This could include offering to cover some additional costs, for example:

- A monthly stipend to assist in covering additional costs of working away from home;
- Relocation costs/ associated travelling costs;
- Contribution to cost of lodging/travel in Brussels;
- Meal vouchers or similar applicable schemes.

The Secretariat would provide:

- A well-defined set of tasks for the intern, such that performance can be assessed;
- Certificate of trainee/internship/reference letter;
- Introduction training (familiarity to JPI Oceans processes, organisation management, communication etc. as relevant to the tasks);
- Required equipment such as computer (if needed).

The Secretariat would endeavour to offer (depending on opportunities available):

- Career development opportunities (such as intern to attend key internal meetings, also external events organised by the European Parliament and by relevant stakeholders taking place during the course of the internship)

## **Annex 6 Powers of the Director**

The list below is published in the Annexes to the Belgian Official Gazette (mandatory).

### **LIST OF POWERS OF THE DIRECTOR**

The Director shall have the right to take all decisions in relation to the following matters and to represent the Association in this respect:

- to sign the daily correspondence, all shipping and customs documents and invoices;
- to receive and sign for receipt of all documents of the postal and telegraph services, all parcel delivery services, the railways, transportation, shipping and aviation companies, all sending, letters and documents, packages, colli, per registered mail or not; recovering, collecting and receiving sums of money;
- to agree upon contracts with the telegraph and telephone services and with the water-, gas- and electricity providers in relation to the installations in the premises or the property of the Association;
- to fulfil all formalities with respect to social and tax legislation;
- to fulfil all corporate law formalities in relation to the filing of the required decisions of the GA and the members of the Association at the clerk's office of the Commercial court, the drawing up and filing of the publication forms in the Annexes to the Belgian Official Gazette and, if applicable, the modification of the registration of the Association with the Crossroad Bank for Enterprises;
- to fulfil all formalities in order to secure the intellectual property rights of the Association, such as for example the deposit of a trademark or the request for a patent, etc.;
- to close all necessary insurance agreements;
- to hire and dismiss all personnel (with exception of the higher executives), to determine their function and salary as well as their conditions of employment, promotion and dismissal [insofar as this does not exceed the (gross) amount of EUR 60 000];
- to manage the movable and immovable property of the Association;
- to reply to requests for proposals or tenders and to agree upon tender or proposal contracts which do not exceed the amount of EUR 20 000;
- to apply for grants with the national or international governmental authorities or institutions;
- to pay all debts of the Association and to collect or receive all payments due to the Association;
- opening and closing of bank accounts in local and foreign currency, signing of all documents to perform all bank transactions, manage and perform operations on the opened bank accounts with the right to receive money, deposit money on accounts and to perform payments within the guidelines established by JPI Oceans AISBL and up to a maximum amount of EUR 100 000;
- to draw up and sign all documents for the execution of the abovementioned powers.