

**European Research Infrastructure on Highly Pathogenic Agents (ERINHA) AISBL
Belgium**

INTERNAL REGULATIONS

BACKGROUND:

- A. These internal regulations of the international non-profit association "*European Research Infrastructure on Highly Pathogenic Agents*", abbreviated "*ERINHA*" (hereinafter the "**Association**"), regulate the functioning of the bodies of the Association as described in Chapter 3 of the Statutes (hereinafter the "**Internal Regulations**").
- B. Words and expressions used in the Internal Regulations in capital letters have the same meaning as set out in the Statutes of the Association and, in case of contradiction between the Internal Regulations and the Statutes, the Statutes shall prevail.
- C. The Internal Regulations provide a set of practical rules for the Association for the implementation of its statutory provisions. The Internal Regulations are binding upon the Association and the Members.
- D. The Internal Regulations were approved at the General Assembly's meeting of the Association of 26 January 2018, in accordance with Article 20 of the Statutes.

CHAPTER 1– MEMBERSHIP

Article 1 – Application Procedure

- 1.1** Any application for (full or associated) membership shall be sent to the Central Coordinating Unit in accordance with Article 8 of the Statutes. Such letter shall include information on the applicant's corporate status and its activities.
- 1.2** In addition to the criteria in Article 7 of the Statutes, an entity will be deemed ineligible for membership only if there are material reasons to believe that the candidate does not meet eligibility criteria, that its membership would damage the reputation or the work of the Association or that its membership would otherwise be detrimental to the Association. The decision of the General Assembly sets forth the grounds on which a decision to reject an application is based but is final.
- 1.3** If a Member is of the opinion that the membership of a candidate would be detrimental to the Association, it may ask the Members to debate the application of such candidate at the meeting of

the General Assembly. The Member can also propose to defer or adjourn the vote over the application of such candidate.

- 1.4 Decisions regarding admission of new Members shall be communicated in writing to the candidates within three (3) months of receipt of such application by the Central Coordinating Unit. Membership will take effect from the date of the approval of the membership admission by the General Assembly.
- 1.5 Within the month following such approval, the new Member shall appoint one person in charge of its representation within the General Assembly by a letter addressed to the Central Coordinating Unit. Members shall notify any change affecting their representation by following the same notification procedure.

Article 2 –Membership Fee

- 2.1 The membership fee owed by each Member in accordance with Article 7.3 of the Statutes shall be proposed by the Executive Board and established by the General Assembly annually.
- 2.2 The membership fee established by the General Assembly is a minimum contribution of the relevant Member. Members are encouraged to make a voluntary contribution in addition to the membership fee.
- 2.3 In exceptional circumstances and upon the motivated request of such Member(s), the General Assembly may decide to (i) reduce the membership fee of one or more Members or (ii) allow one or more Members to pay their membership fee in kind.
- 2.4 Associate Members shall pay a reduced membership fee. They may participate to the General Assembly meetings and other activities of the Association with right to speak but without voting rights.
- 2.5 The membership fee shall be established in Euros (€). Where the Euro is not the currency used in the Member's country of origin, the currency shall be converted into Euro using the Euro Foreign Exchange Reference Rates published by the European Central Bank in Frankfurt/Main, Germany on the payment date. This Euro Foreign Exchange Reference Rate is displayed on the appropriate Reuters Screen as of 11:00 a.m., London time.

Article 3 –Exclusion from Membership

- 3.1 The exclusion from membership shall be decided in accordance with Article 9.2 of the Statutes. Prior to the vote regarding the exclusion, the Member will have the right to explain itself to the General Assembly.
- 3.2 The decision of exclusion will be notified to the Member by registered letter sent by the Director General. Exclusion shall take effect as of the date of notification of the resolution deciding the exclusion but the expelled Member will remain liable for its financial obligations to the Association

until the end of the financial year. The expelled Member is also not entitled to claim back the contributions that it has provided to the Association.

Article 4 – List of Members

- 4.1** An up-to-date alphabetical list of all Full and Associate Members shall be maintained and published by the Central Coordinating Unit.
- 4.2** Any Full and Associate Member is obliged to notify its registered corporate name and any change thereto to the Central Coordinating Unit.

CHAPTER 2 – BODIES, INSTITUTIONS AND FACILITIES OF THE ASSOCIATION

Article 5 – General Assembly (Article 12 of the Statutes)

5.1 Notices

- 5.1.1** Meetings of the General Assembly shall be called in accordance with Article 12.3 of the Statutes. Without prejudice to the twenty (20) calendar days' prior notice, a meeting of the General Assembly is validly called with shorter notice, provided all Members of the Association agree unanimously to waive such prior notice. The day when the notice is posted and the day of the meeting shall not be taken into account when calculating this period. Material and appendices to the discussion material should be sent out by the given time limits.
- 5.1.2** The notice shall set out the place and time of the meeting as well as the items on the agenda and, if applicable, motions to be voted on. Amendments to the agenda must be communicated to the Members at least five (5) calendar days before the date of the meeting. As the case may be, if the amendments to the agenda entail the discussion of new material or appendices, the documentation shall be communicated at the same time to the Members. Amendments to the agenda require a Member to request said amendment specifying the purpose and reasons.
- 5.1.3** Items that have not been communicated to the Members within the abovementioned and/or statutory time limits may be discussed if no Member present objects to the discussion thereof. An absent Member may raise an objection to the discussion of such item within a week after receiving the minutes of the meeting; any resolution adopted on this item shall then be deemed to not have been adopted and the item must be discussed again at another meeting to be called. If no objection is raised, the discussion of all items on the agenda shall be deemed to have been approved.

5.2 Organisation of the General Assembly meetings

- 5.2.1** The preparation of the meetings is the responsibility of the Director General and is organized by the Central Coordinating Unit.
- 5.2.2** The meetings of the General Assembly shall take place at the registered office of the Association or, considering its international scope, at any other location indicated in the notice, even if

outside Belgium, provided, in such case, it does not prejudice the right of any Member to make itself represented at the General Assembly.

5.2.3 Without prejudice to Article 5.2.2 above, the meetings of the General Assembly may also take place through videoconferencing or teleconferencing systems and the Chair of the General Assembly will be responsible for ensuring the integrity of the communications. The meetings of the General Assembly may also take place in writing. Decisions taken by videoconference, teleconference or in writing are deemed to take place at the registered office of the Association. Decisions taken by videoconference or teleconference are deemed to come into force on the date of the meeting. Decisions taken in writing are deemed to come into force on the effective date mentioned on the written resolutions.

5.2.4 If decisions have to be taken by circular letter (in writing), the Chair of the General Assembly sends a letter to all Members. The circular is sent by letter, facsimile, or any other written means (including electronic format). The letter enumerates the decision(s) to be taken, followed by the three (3) possible voting modalities:

- In favour of the decision;
- Against the decision;
- Abstention.

As the case may be, working documents are attached to the letter. The letter equally indicates the date upon which it must be sent back to the registered office of the Association, duly completed by the Members. The term granted to the Members to send the letter back must be at least fourteen (14) calendar days. Any letter received after the indicated date shall not be taken into account. The same applies for any letter that is not duly and properly filled in. At the expiry of the term mentioned in the letter, the Chair of the General Assembly proceeds to the counting of the votes. The Chair of the General Assembly communicates to all Members, within eight (8) calendar days as of the said date of return, whether or not the decisions mentioned in the letter have been validly taken, in compliance with the attendance and the voting quorums required by the Statutes.

5.2.5 The ordinary meetings of the General Assembly shall be held in the first and last quarters of each fiscal year. The ordinary meeting in the last quarter of the fiscal year shall treat the Association's budget of the upcoming year, whereas the approval of the annual accounts of the Association of the previous fiscal year shall be tabled during the ordinary meeting in the first quarter of the fiscal year.

5.3 Decision-making process

5.3.1 No business shall be transacted at any meeting of the General Assembly unless the quorum specified in Article 12.5 of the Statutes is reached. If the quorum is not met one hour after the time appointed for the meeting, the meeting shall stand adjourned and a new meeting of the General Assembly shall be called in accordance with Article 12.5 of the Statutes.

5.3.2 If the Chair of the General Assembly is not present within thirty (30) minutes after the time appointed for holding the meeting, the Vice-Chair or, in his/her absence, another delegate of a

Full Member designated by the General Assembly shall chair the meeting of the General Assembly.

- 5.3.3** Without prejudice to the requirements in Article 12.5 of the Statutes, the General Assembly may not pass a resolution which may impact BSL-4 facilities of Full Members without the presence of the majority of Full Members equipped with BSL-4 facilities. The adoption of such resolution shall also require a two thirds (2/3) majority of the votes expressed by the present or represented Full Members equipped with BSL-4 facilities.
- 5.3.4** Upon a decision of the Executive Board in accordance with Article 9.1 of the Statutes, a Member shall not have the right to vote or to issue a negative statement on any matter at the General Assembly meeting if all accounts payable in respect of its financial contribution have not been paid within six (6) months of the due date.
- 5.3.5** When a secret ballot is to take place pursuant to Article 12.5 of the Statutes, the Chair of the General Assembly shall appoint scrutineers and fix the conditions and procedures of the ballot. Ballot forms indicating the relevant numbers of votes of each Full Member will then be distributed to the Full Members present at the meeting of the General Assembly. Upon completion, the Full Members will be called by the Chair of the General Assembly, in alphabetical order, to put their ballot forms in the ballot box.
- 5.3.6** An abstention, blank or spoilt ballot paper shall not invalidate the voting and shall not be counted for the calculation of the voting majority.

5.4 Minutes

- 5.4.1** Minutes of the meetings of the General Assembly shall be sent out to each Member and, once approved, signed by the Chair of the meeting. The draft minutes shall contain the place and date of the meeting, the participants, the items on the agenda, the essence of the discussions and the resolutions.
- 5.4.2** Voice recordings of the meetings of the General Assembly may be made to assist the drafting of the minutes. Such recordings shall be kept confidential and must be destroyed once the relevant minutes have been approved.
- 5.4.3** Members who wish their statements to be recorded in the minutes shall provide a written statement to the Chair of the General Assembly. The Chair of the General Assembly shall include all such statements in a single annex appended to the minutes.
- 5.4.4** The draft minutes shall be forwarded to each Member of the Association no later than two (2) weeks after the meeting. Amendments to the minutes can be sent up to two (2) weeks before the next General Assembly meeting.
- 5.4.5** The Chair of the General Assembly shall ensure that all minutes - and any annexes thereto - are filed for reference.

Article 6 – Executive Board (Article 13 of the Statutes)

6.1 Election of the Executive Board

- 6.1.1** The directors shall be appointed for a (renewable) period of three (3) years, unless decided otherwise by the General Assembly. The election of the Executive Board shall be held during the General Assembly meeting every three (3) years.
- 6.1.2** All institutions of ERINHA will seek to ensure that the membership of the Executive Board is broadly representative of the membership of ERINHA: geographic, sectoral, etc. The representatives nominated for membership of the Executive Board will be qualified persons with a scientific background who are employees or partners of the Full Members of the Association.
- 6.1.3** All Full Members who wish to put forward a candidate for a seat on the Executive Board to be elected by the General Assembly must notify the Central Coordinating Unit one month before the General Assembly meeting in question. In the spirit of seeking broad representation in the membership of the Executive Board, there can be no more than one representative coming from the same Member.
- 6.1.4** In the event that not enough candidates are put forward by the Full Members to take the minimum number of seats (4), no later than thirty (30) days before the General Assembly, the Director General shall have the task of appealing again for candidates to all Full Members in order to assure that all the seats are allocated. Full Members will have a further fifteen (15) days for putting forward a candidate.
- 6.1.5** During the General Assembly meeting, each Full Member may vote for a total number of candidates up to the number of seats then contested for the Executive Board. If there are more candidates than the number of seats contested for the Executive Board, the advisory board can be asked to evaluate the candidates and to provide the Full Members with advice in this respect. The candidates with the highest number of votes during the General Assembly meeting shall be declared elected. When candidates receive the same number of votes, a second vote shall take place to decide which one of these candidates shall be elected.
- 6.1.6** There is no limitation on the number of years that a person, upon renewal of his mandate pursuant to Article 13.1 of the Statutes, may be a director. The General Assembly may dismiss directors only for cause, which is (i) any act of personal dishonesty in connection with his or her responsibilities as a director and intended to result in substantial personal enrichment of such director, (ii) the director's conviction of a felony which the General Assembly reasonably believes to have a material detrimental effect on the Association's reputation or activities, (iii) a wilful act by the director which constitutes misconduct and is materially injurious to the Association or (iv) continued wilful violations by the director of his or her obligations to the Association after written notification thereof.
- 6.1.7** Directors shall not be remunerated. Only the reimbursement of expenses is possible. This must be the subject of an express decision by the Director General. Accounting documents supporting the expenses shall be annexed to the application for reimbursement of such expenses.

6.2 Meetings

- 6.2.1** No third party other than the Director General and the CCU staff may attend the meetings of the Executive Board, unless with a prior invitation. The invitation shall be sent by the Chair of the Executive Board or by the Director General upon the Executive Board Chair's decision or, failing that, by the body of the Association that called for the meeting in accordance with Article 13.3 of the Statutes. No more than four (4) third parties, other than the Director General and the CCU Staff, can simultaneously attend a meeting of the Executive Board.
- 6.2.2** When a secret ballot is to take place pursuant to Article 13.4 of the Statutes, the Chair of the Executive Board shall appoint scrutineers and fix the conditions and procedures of the ballot. Ballot forms indicating the relevant numbers of votes of each director will then be distributed to the directors present at the meeting. Upon completion, the director will be called by the Chair of the Executive Board, in alphabetical order, to put their ballot forms in the ballot box.
- 6.2.3** An abstention, blank or spoilt ballot paper shall not invalidate the voting and shall not be counted for the calculation of the voting majority.
- 6.2.4** If decisions have to be taken by circular letter (in writing), the Chair of the Executive Board sends a letter to all directors. The circular shall be sent by letter, facsimile, or any other written means (including electronic format). The letter enumerates the decision(s) to be taken, followed by the three (3) possible voting modalities:
- In favour of the decision;
 - Against the decision;
 - Abstention.

As the case may be, working documents are attached to the letter. The letter equally indicates the date upon which it must be sent back to the registered office of the Association, duly completed by the directors. The term granted to the directors to send the letter back must be at least fourteen (14) calendar days. Any letter received after the indicated date shall not be taken into account. The same applies for any letter that is not duly and properly filled in. At the expiry of the term mentioned in the letter, the Chair of the Executive Board proceeds to the counting of the votes. The Chair of the Executive Board communicates to all directors, within eight (8) calendar days as of the said date of return, whether or not the decisions mentioned in the letter have been validly taken, in compliance with the attendance and the voting quorums required by the Statutes.

6.3 Minutes

- 6.3.1** The proceedings of the Executive Board meetings shall be recorded as action points and decisions in minutes, which shall contain the date, time and place of the meeting, the names of the individuals present, details of any proposals considered, and - if appropriate - results of the voting.

Article 7 – Director General (Article 14 of the Statutes)

- 7.1** In accordance with Article 14 of the Statutes, the General Assembly shall appoint and supervise a Director General, in charge of the daily management of the Association.
- 7.2** Unless specifically decided otherwise by the General Assembly, the term of office of the Director General will be three (3) years, renewable.
- 7.3** The Director General may be engaged either on a consultancy basis or as an employee of the Association.

Article 8 – Central Coordinating Unit (Article 15 of the Statutes)

- 8.1** In accordance with Article 14 and Article 15 of the Statutes, the Director General will establish the Central Coordinating Unit (CCU). The Central Coordinating Unit will be responsible for the daily administration and bookkeeping of the Association (convening of meetings, finance reporting, etc.) and assisting the Director General.

The Central Coordinating Unit shall also be responsible for:

- providing an audited account of the management and finances of the Association to the Executive Board;
 - submitting the draft annual budget for the following financial year to the Executive Board;
 - preparing the annual review and other communication tools such as intranet and extranet;
 - communicating regularly with the Members, the Executive Board and the Chairs on issues decided on by the General Assembly and/or the Executive Board;
 - presenting activity reports to both the Executive Board and the General Assembly;
 - serving as the primary contact between the Association and the external bodies;
 - reviewing progress of Committees and Working Groups against project plans.
- 8.2** The Officers of the Central Coordinating Unit will be appointed by the Director General. They may be engaged either on a consultancy basis, as employees of the Association or as secondees assigned by a Member.

Article 9 – Advisory Boards

- 9.1** In accordance with Article 12.1 of the Statutes, the General Assembly may establish advisory boards dedicated to special fields. The advisory boards will have an advisory role to the General Assembly, the Executive Board and/or the Director General.

9.2 If applicable, the modalities of the composition, organization and functioning of the Advisory Board will be defined in an Annex to these Internal Regulations.

Article 10 – Nodes

10.1 General

10.1.1 ERINHA Nodes are national or international research institutes that enter into a service level agreement with the Association, upon the fulfillment of the conditions and procedures further described hereunder.

10.1.2 In each laboratory, the regional node will be in charge of:

- Interacting with ERINHA infrastructure teams;
- Participating to project management as a scientific officer of a European research facility;
- Participating in the identification of potential issues, should it be in project roll-on or in the general functions of ERINHA infrastructure;
- Supporting ERINHA teams to reach information or persons whenever necessary.

10.2 Application process for ERINHA Nodes

10.2.1 Node Applicants shall be proposed by Full Members. The Central Coordinating Unit shall invite Full Members to hand in proposals according to procedures decided by the General Assembly. Full Members shall only propose Node Applicants that are able to demonstrate their financial sustainability in view of the activities it proposes to carry out for the Association.

10.2.2 The application process for ERINHA Nodes shall comprise the following steps: (i) proposal by a Full Member, (ii) evaluation of the Node application, (iii) negotiation phase, (iv) service level agreement and (v) regular evaluation.

10.2.3 Applicants are evaluated by the Director General, according to procedures decided by the General Assembly.

10.3 Service Level Agreements

10.3.1 The service level agreements shall define the provision of technical services through the ERINHA Nodes and set out the mechanisms for their provision.

10.3.2 Upon its acceptance, the successful Node Applicant shall conclude a service level agreement with the Association. By signing the service level agreement, the Node Applicant shall become an ERINHA Node. The details of the service level agreement shall be determined by the Director General, who shall take into account observations of the Node Applicant.

10.4 Evaluation of ERINHA Nodes

10.4.1 ERINHA Nodes shall be regularly evaluated by the Scientific Advisory Section. Upon recommendation of the Scientific Advisory Section, the Director General shall decide whether it wishes to renew or terminate (in whole or in part) the service level agreement with the ERINHA Node.

10.5 Termination of Service Level Agreements

10.5.1 The ERINHA Node may terminate the service level agreement by giving at least twelve (12) months' notice in writing to the Director General.

10.5.2 The Director General may terminate the service level agreement in case of a serious breach of the service level agreement by the Node by giving at least three (3) months' notice in writing to the ERINHA Node. The service level agreement shall terminate immediately in the event that an ERINHA Node is no longer able to demonstrate its financial sustainability in view of the activities it proposes to carry out for the Association.

10.5.3 The Director General may decide to renew the service level agreement, unless the evaluation of the Scientific Advisory Section contains specific reasons which merit a decision not to renew the service level agreement.

CHAPTER 3 – POLICIES OF THE ASSOCIATION

Article 11 – Non Disclosure of Information

11.1 All information in whatever form or mode of transmission, which is disclosed by a Member (the "**Disclosing Member**") to any other Member or the Association (the "**Recipient**") in connection with ERINHA and its activities and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of the disclosure and has been confirmed and designated in writing within fifteen (15) days from oral disclosure at the latest as confidential information by the Disclosing Member, is "confidential information".

11.2 The Recipients hereby undertake:

- Not to use confidential information otherwise than for the purpose for which it has been disclosed;
- Not to disclose confidential information to any third party without the prior written consent by the Disclosing Member, except if that third party is an affiliate of a Member and provided the Recipient causes the affiliate in question to comply with all obligations set out in this Article;
- To ensure that internal distribution of confidential information by a Recipient shall take place on a strict need-to-know basis;
- To return to the Disclosing Member on demand all confidential information which has been supplied to or acquired by the Recipients, including all copies thereof and to delete, to the fullest extent reasonably possible, all information stored in a machine readable form. If needed

for the compliance with ongoing legal obligations, the Recipients may however request to keep a copy for archival purposes only.

11.3 The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees, agents and directors and shall ensure that their employees, agents and directors remain so obliged, as far as legally possible, for the entire duration of the Member's membership of the Association and until five (5) years thereafter and/or after the termination of employment and until five (5) years thereafter.

11.4 The above shall not apply for disclosure of use of confidential information, if and is so far as the Recipient can show that:

- The confidential information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- The Disclosing Member subsequently informs the Recipient that the confidential information is no longer confidential;
- The confidential information is communicated to the Recipient without any obligations of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Member;
- The disclosure or communication is foreseen by the provisions of the Statutes or the Internal Regulations;
- Disclosure due to applicable laws or order of a court or administrative authority;
- The confidential information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Member; or
- The confidential information was already known to the Recipient prior to Disclosure.

11.5 The Recipient shall apply the same degree of care with regard to the confidential information disclosed within the context of ERINHA as with its own confidential and/or proprietary information, but not in no case less than reasonable care.

11.6 Each Member shall promptly advise the other Disclosing Member(s) in writing of any unauthorised disclosure, misappropriation or misuse by any person of confidential information as soon as practicable after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

11.7 If any Member becomes aware that it will be required, or is likely to be required, to disclose confidential information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any disclosure:

- Notify the Disclosing Member, and
- Comply with the Disclosing Member's reasonable instructions to protect confidentiality of information.

Article 12 – Intellectual Property and Access Rights

12.1 General Principles

12.1.1 ERINHA may claim intellectual property rights within applicable national and international jurisdictions over tools, data, products or any other results developed or generated by ERINHA while carrying out the work programme.

12.1.2 ERINHA shall be acknowledged as contributor in each presentation, report and publication related to the projects performed with ERINHA participation. ERINHA shall be consulted before any of these presentations, reports or publications.

12.1.3 Special agreements defining specific intellectual property and access rights will be established on a case-by- case basis.

Article 13 – Dissemination

13.1 The Association shall take all appropriate action to promote the infrastructure and its use in research and education.

13.2 The Association shall promote the dissemination and sharing of results obtained by national and international research activities.

13.3 Without prejudice to any property rights, the Association shall request its users to make their research results publicly available and to make results available through the Association.

13.4 The Association shall use several channels to reach the target audiences, such as web portals, newsletters, workshops, presence at conferences, articles in journals and daily newspapers.

Article 14 – Scientific Evaluation

14.1 The Association shall provide access to its infrastructure to projects that have the most potential for making a significant impact on studying risk group 4 and unknown pathogens or a significant contribution to the Association's purpose.

14.2 The scientific evaluation of projects within the ERINHA infrastructure and/or projects requesting access to the ERINHA infrastructure shall consider scientific merit, unmet medical need, eligibility and transnational potential, and shall be based on transparency, fairness and impartiality.

Article 15 – Procurement

15.1 General

15.1.1 The term “Procurement” refers to the process by which goods, services and works are acquired from third parties.

15.1.2 This Article 15 sets forth the basic procurement guidelines, which shall be taken into account by the Association when organising a procurement process. These guidelines shall be respected by the Association on a best efforts-basis, but are not strictly binding.

15.2 Basic procurement guidelines

15.2.1 A successful procurement process shall be based on the following criteria: (i) innovative procurement, (ii) best value, (iii) competition, (iv) fair and equal treatment and (v) traceability. These criteria are described in more detail hereunder.

15.2.2 The Association shall have a policy to foster the procurement of innovative solutions. Such procurement may be performed by acting as a launch customer for innovative goods or services which are not yet available on a large-scale commercial basis, and may include conformance testing. A key element of the procurement of innovative solutions is achieving best value for money as well as wider economic, environmental and societal benefits in terms of generating new ideas, translating them into innovative products and services and thus promoting sustainable economic growth.

15.2.3 The best value is the expected outcome of a procurement that provides the greatest overall benefit in response to the requirement. Best value does not always imply lowest price, it also includes correct product quality, correct time, correct place, correct supplier and correct quantity.

15.2.4 As a general rule, all procurement activities shall be based on an open and honest competition between suppliers in order to achieve best value. The forces of competition drive the suppliers towards offering services and products at a better quality and lower price than they believe their competitors are able to offer. When there is a “request for quotation” there should always be at least three tenders invited.

If the competition is limited or there is only a single source competition, the procurement can be accepted if one of the following two criteria is met:

- The services or products needed are available only from one supplier and no other goods or services will satisfy the needs, or
- The need is of such unusual and compelling urgency that the Association will be seriously injured.

15.2.5 All suppliers shall be dealt with equally, with integrity, fairness and courtesy and in a professional manner throughout the procurement process. One should communicate honestly and build trust. Relationships with suppliers should be constructive, but built on a competitive approach that will lead to cost savings and better quality. It is important to ensure that all suppliers receive the same information at the same time and thus are given equal chances to provide a competitive offer.

15.2.6 The selection of the suppliers in individual procurement cases shall be justified and documented. The purpose of this is traceability in decisions that may be subject to internal and external audits. The business areas are responsible for establishing the internal control

procedures and the documentation requirements for different procurements. The procedures and templates must comply with relevant quality standards and applicable rules and legislation.

Article 16 – Recruitment

16.1 The Association shall apply a strict recruitment policy, which is based on detailed procedures.

16.2 Recruitment to all positions will be made after approval of the relevant vacancy or vacancies by the General Assembly. Such vacancy shall be included in the programme and budget for the following fiscal year at the yearly meeting of the General Assembly (upon proposal of the Executive Board). However, in case of urgency, the relevant vacancy or vacancies may be approved by the General Assembly at an extraordinary meeting or ratified afterwards by the General Assembly.

16.3 Appointments to all positions will be made on merit, regardless of gender, religion, disability, family status, sexual orientation, etc. The Association is committed to open, fair, and transparent appointment, recruitment, hiring, and procurement procedures and practice:

- Family members, friends and organisations with which the Association's Members, directors or employees (or their families or friends) are associated, shall not be accorded preferential treatment;
- To manage potential conflicts of interest, the Association's Members, directors or employees shall disclose such connections with potential applicants or candidates of whom they are aware. The relevant Member, director or employee shall refuse itself from any recruitment or contracting process where it has a conflict of interest. The Association shall ask shortlisted candidates to declare such relations. The Association shall not allow situations in which close family relatives or partners are in a direct reporting relationship to one another.

16.4 The basic recruitment procedure consists of an open and public selection. Any person that considers it meets the recruitment conditions described in the job opening may apply. The applications shall be pre-selected on the basis of the CV and the letter in support of the application; pre-selection may include a telephone screening. The pre-selected candidates are afterwards submitted to a selection procedure, which depending on the position, may consist of interviews with a selection committee consisting of ERINHA experts, who may be supported by external experts.

Article 17 – Employment

17.1 The Association shall promote equal opportunities in employment, regardless of gender, marital status, race, colour, ethnic origins, sexual orientation, disability, and religious and political affiliation. It shall create a working atmosphere, in which the Association's employees:

- will treat each other and those with whom they work with respect and consideration, being sensitive to their diversity, including in terms of cultural background, gender, religion, disability, family status, sexual orientation, etc.;

- will communicate and consult with each other openly and collegially and in a manner that assists each of them to fulfill their duties and responsibilities faithfully and efficiently;
- will respect the privacy and private lives of their colleagues when dealing with personal information;
- undertake to ensure adequate consultation with any staff member before making any decision, which may impact upon that staff member.

17.2 The Association shall require integrity and fair practices in all aspects of its activities and it shall expect the same standards of those with whom it has relationships. The Association shall not tolerate corruption and shall prohibit bribery in any form, whether direct or indirect. This includes facilitation payments, which are bribes and must not be made.

17.3 As the acceptance of a gift may appear to create an obligation, the Association's Members, directors or employees shall avoid giving or accepting gifts, favours and gratuities in connection with its role within the Association. No discount, gift, entertainment or favour, that may influence or be perceived to influence the exercise of the recipient's function, or the performance of the recipient's duties or his judgment, shall be accepted directly or indirectly.

17.4 The Association shall be as open as possible about all decisions and actions it takes with respect to employment, taking into account the need for confidentiality in some situations. The Association shall treat information obtained in this framework with confidentiality, when its nature calls for it or when this is explicitly requested, and shall not use any such information or materials for other than the intended purposes. This obligation continues after the employee's separation from the Association.

Article 18 – Finances

18.1 The resources of the Association are constituted as described in Article 6 of the Statutes.

18.2 All accounts and other financial data of the Association shall be based on euros.

18.3 The Association shall not secure any debt by mortgage, nor by pledging its assets. The Association shall also not guarantee the financial obligation of any Member or of any third party.

Article 19 – Ethical conduct and compliance

19.1 The Association shall not accept funds that might impair its independence or reputation. To this end, the Association shall accept resources only from entities who share its anti-corruption objectives. The Association shall not accept resources granted under condition or structured such that the Association would refrain from independent action, pursues activities inconsistent with its purpose, or refrains from pursuing activities consistent with its purpose.

- 19.2** Each Member of the Association is committed to unyielding integrity and to respect confidentiality on the Association's internal documents. They shall maintain and enforce adherence to lawful business practice and shall act in good faith and transparency to other Members.
- 19.3** Each Member of the Association commits to comply with European Union's regulations in the field of competition, anti-trust, and to fight against bribery and corruption.
- 19.4** The Association and its Members are committed to reducing the Association's environmental impact, within all its operations and conduct. The Association and its Members shall strive to integrate and apply environmental values into the Association's decision-making processes and in its relationships with external partners.
- 19.5** ERINHA will not enter into any discussion, activity or conduct that may infringe, on its part or on the part of its Members, any applicable competition law. By way of example, ERINHA's Members, directors and/or officers shall not discuss, communicate or exchange any commercially sensitive information, including non-public information relating to prices, marketing and advertising strategy, costs and revenues, trading terms and conditions with third parties, including purchasing strategy, terms of supply, trade programmes or distribution strategy. This applies not only to discussions in formal meetings but also to informal discussions before, during and after meetings.

CHAPTER 4 – MISCELLANEOUS

Article 20 – Notices

- 20.1** Any notice to be given pursuant to the Statutes and these Internal Regulations shall be in writing.
- 20.2** The Association shall send all notices to a Member by mail, fax or electronic mail at its registered address or such other address as the Member may have notified to the Central Coordinating Unit for such a purpose.

Article 21 – Language

- 21.1** The English language shall govern all documents, notices, meetings and processes related to the Association.
- 21.2** All official documents issued by the bodies of the Association, requiring notification or publication, shall however be released in both English and French.