



## **Rules of Operation**

# **Microbial Resource Research Infrastructure – European Research Infrastructure Consortium**

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## Introduction

This document, entitled “Rules of Operation”, as defined in the MIRRI-ERIC Statutes, Article 23, is intended to (1) specify the organisation and modalities of cooperation between the Members, Observers, Governance and Management Bodies, National Nodes and Partners of MIRRI-ERIC and (2) organise the management of MIRRI-ERIC, The Rules of Operation, including their updates, shall be established by the Assembly of Members, in accordance with Article 17(7)(e) of the Statutes.

The Rules of Operation must be read in conjunction with the MIRRI-ERIC Statutes, and the latter take precedence over any possibly conflicting provisions laid down by the former.

The Rules of Operation shall come into effect on the date of their adoption by the Assembly of Members.

The paragraphs in italics are copied from the Statutes of MIRRI-ERIC.

### Article 1. Members and Observers

#### 1.1. To become a Member or Observer

- (1) The conditions for becoming a Member or an Observer of MIRRI-ERIC, the rights and obligations of Members and Observers, as well as the terms of withdrawal of a Member or an Observer / Termination of Membership or Observer status are laid out in the Statutes, articles 13, 14, 15 and 16.
- (2) *EU Member States, associated countries, third countries other than associated countries and intergovernmental organisations may become a Member or an Observer of MIRRI-ERIC.*
  - i) In wishing to do so, the potential Member or Observer shall initially contact the MIRRI-ERIC Central Coordinating Unit, namely the Executive Director, who will provide the potential Member or Observer with background information, including the Statutes of MIRRI-ERIC, and the financial contribution levels. To formalize the request to become a Member or Observer, the procedure

indicated in the Statutes, article 13.3, and in (2) ii) of this article, shall be followed.

ii) *The potential Member or Observer shall issue a written request to the Chair of the Assembly of Members, in English, describing how it would contribute to MIRRI-ERIC tasks and activities and how it will respect the obligations of Members or Observers, according to templates provided by MIRRI-ERIC [[Template for Members](#); [Template for Observers](#)].*

- (3) *The Executive Director of MIRRI-ERIC will assess the application, together with the National Coordinators Forum and the Advisory Board. They will check whether the National Node of the applicant respects the principles defined in the Partner Charter. The Executive Director will present the proposal from aspiring new Members or Observers to the Assembly of Members.*
- (4) *The application shall be examined by the Assembly of Members, and the admission will be decided during its following meeting.*
- (5) *The Chair of the Assembly of Members shall inform the applicant in writing about the decision (admission or refusal) of the Assembly of Members. This task can be delegated to the Executive Director.*
- (6) *The Membership or Observership shall become effective in common agreement between the Assembly of Members and the new Member or Observer. The effectiveness of the application can take place at any time of the year. When the application is effective after the 1<sup>st</sup> of July, half of the contribution shall be paid for the 1<sup>st</sup> year.*

## 1.2. Intergovernmental Organisations as Member or Observer

- (1) *An Intergovernmental Organisation that becomes Member or Observer of MIRRI-ERIC has equivalent rights and obligations as a country that is Member or Observer of MIRRI-ERIC, namely those provided for in Article 1.3 below.*

## 1.3. Rights and obligations of Members

- (1) *Rights and obligations of Members are described in article 14 of the Statutes.*
- (2) *The research community of the Members can have access to the services and data of MIRRI-ERIC under preferential conditions. MIRRI-ERIC's charging and pricing policy will ensure that the research community (i.e. public and/or non-profit research/education institutions) of the Members can access services*

and data at a lower price compared to the research community of non-Members.

- (3) MIRRI-ERIC will enable the Members to consult their respective research communities when developing MIRRI-ERIC data standards and best practices.

#### 1.4. Rights and obligations of Observers

- (1) Rights and obligations of Observers are described in article 15 of the Statutes.
- (2) Observers can participate in the meetings of the Assembly of Members and of the National Coordinators Forum, however they have no voting rights.
- (3) Observers have access to the policy documents of MIRRI-ERIC.
- (4) The research community of the Observer can have access to the services and data of MIRRI-ERIC under preferential conditions. MIRRI-ERIC's charging and pricing policy will ensure that the research community (i.e. public and/or non-profit research/education institutions) of the Observers can access services and data at a lower price compared to the research community of non-Members and non-Observers.

## Article 2. Partners

### 2.1. General principles

The Partners will be legally bound to MIRRI-ERIC through the Partner Charter approved in the annex to these Regulations, under the terms defined in Art. 14(1) b) and Art. 33 of the Statutes.

- (1) The MIRRI-ERIC Partner Charter defines criteria for the participation of microbial domain biological resource centres (mBRCs), or institutions providing resources or services or participating in common activities of MIRRI-ERIC. Altogether they are referred to as Partners.
- (2) Participation of a Partner in MIRRI-ERIC is non-exclusive.

### 2.2. Integration of new Partners

- (1) Information regarding the integration of a new partner in a national node must be provided to the Executive Director and the National Coordinators Forum members. It is the responsibility of the National Coordinator to ensure that the

new partner reaches the minimum scientific, technical and legal requirements to validly join the infrastructure.

### 3. Revocation of Partners

- (1) A defaulting Partner is a Partner that:
  - (a) does not comply with the criteria of the Partner Charter and its Annexes,  
or
  - (b) does not realise its obligations, or
  - (c) is malfunctioning in its service provision to users of MIRRI-ERIC and causes a bad image of MIRRI-ERIC.
- (2) In case a Partner is assessed as a defaulting Partner by the National Coordinator, the National Coordinator will inform the Executive Director and the members of the National Coordinators Forum, in writing, and invite the Partner to remedy the shortcomings within a period of six months.
- (3) After the period of six months, the Partner's activities will be re-evaluated by the National Coordinator responsible for the Partner in coordination with the National Coordinators Forum. In case the Partner is no longer considered a defaulting Partner, no further actions are needed. In case the Partner is still a defaulting Partner, the Partner can be excluded from MIRRI-ERIC. The National Coordinators Forum is informed of this decision by the responsible National Coordinator. The Assembly of Members is informed of this decision.
- (4) The excluded Partner loses its rights, namely their services stop being advertised in MIRRI-ERIC's catalogue.
- (5) In case the exclusion of a Partner leads to a Member or Observer participating in MIRRI-ERIC without any Partner located on its territory, this Member or Observer shall still fulfil its (financial) obligations for the ongoing period, according to Article 16(5) of [MIRRI-ERIC Statutes](#).

### Article 3. National Nodes

- (1) *In correspondence with the Statutes, Article 14, each Member shall establish a National Node and appoint a National Coordinator, that will ensure that the Partners that are located on the Member's territory provide access, within the applicable and legal framework, to MIRRI-ERIC microbial biological resources*

*and/or associated data and/or services under a common set of standards and conditions as specified in the Partner Charter.*

- (2) **'National Node'** means an entity, either having legal personality or being part of an institute having legal personality, designated by a Member, which coordinates the MIRRI activities of the Partners on the territory of the Member and links these activities with the pan-European activities of MIRRI-ERIC.
- (3) **'National Coordinator'** means the person appointed by the competent authority of a Member and who will act as the operational liaison between the MIRRI-ERIC and the Partners that are located on the territory of the Member.
- (4) The National Node (or Organisational Node) will ensure that their respective Partners comply with the Partner Charter.
- (5) The National Node (or Organisational Node) will communicate the Work Program of MIRRI-ERIC to their respective Partners and ensure that Partners contribute to the realisation of the Work Program.
- (6) The National Node (or Organisational Node) will collect information from their respective Partners on their activities in the frame of MIRRI-ERIC and will deliver compiled reports on the national activities and contributions to the KPIs to MIRRI-ERIC Central Coordinating Unit.
- (7) The National Node (or Organisational Node) will collect, from their respective Partners, ideas for the development of the next MIRRI-ERIC Work Program, to be discussed during meetings of the National Coordinators Forum.

## **Article 4. Bodies**

### **4.1. The Assembly of Members**

- (1) Overall provisions and rules for the Assembly of Members are described in the MIRRI-ERIC Statutes, Article 17.
- (2) The Central Coordinating Unit will provide administrative and secretarial support to the operation of the Assembly of Members.
- (3) Administrative procedures and timelines for ordinary meetings
  - a) Ordinary meetings will take place at least twice a year. The first meeting will take place in the first semester to approve the accounts of the previous year.

The second meeting will take place in the second semester to approve the Work Program and budget for the coming year.

- b) The notice is to be sent, by e-mail, by the Chair of the Assembly of Members or on its behalf, in two (2) calendar months in advance of the meeting, and will specify the meeting format.
  - c) Ordinary meetings of the Assembly of Members are held in presential mode, via videoconference or in hybrid format, with the presential mode being the preferred way. These meetings shall have a rotating host and a meeting place among the Members and Observers.
  - d) The Agenda along with the documents to be discussed and approved during the meeting is to be sent in one (1) calendar month in advance. The agenda shall identify all items requiring a decision by the Assembly of Members.
  - e) Each Member is entitled to add items and related documents to the agenda until fifteen (15) calendar days before the meeting. Any item which is not on the agenda may be discussed during the meeting, but no decision can be taken unless all members entitled to vote are present and approve an addition to the agenda.
  - f) Draft minutes in Synology living documents are to be sent by the Chair of the Assembly of Members, or on its behalf, in one (1) calendar month. Any comments on the draft minutes should be added to the Synology Document in suggestion mode or in comments, within fifteen (15) calendar days following the circulation. If no comments are received, the minutes are considered to be automatically approved after fifteen (15) calendar days. In case comments are received, the updated version is to be approved during the following meeting of the Assembly of Members. Approved minutes shall be converted in a PDF format or similar and digitally signed by the Chair of the AoM.
- (4) Administrative procedures and timelines for extraordinary meetings
- a) The notice is to be sent, by e-mail, by the Chair of the Assembly of Members or on its behalf, in one (1) calendar month in advance, and will specify the meeting format.
  - b) Extraordinary meetings of the Assembly of Members can be organised in presential mode, via videoconference or in hybrid format.



- c) The Agenda along with the documents to be discussed and approved during the meeting is to be sent 15 days in advance.
- d) Any item which is not on the agenda may be discussed during the meeting, but no decision can be taken, unless all members entitled to vote are present and approve an addition to the agenda.
- e) Draft minutes in Synology living documents are to be sent by the Chair of the Assembly of Members or on its behalf, in one (1) calendar month. should be added to the Synology Document in suggestion mode or in comments, within fifteen (15) calendar days following the circulation. If no comments are received, the minutes are automatically approved after fifteen (15) calendar days. In case comments are received, the updated version is to be approved during the following meeting of the Assembly of Members. Approved minutes shall be converted in a PDF format or similar and digitally signed by the Chair of the AoM.

(5) Written procedure

In between the meetings of the Assembly of Members, decision-making can be done also by written procedure. In this case, the Chair of the Assembly of Members sends the clearly-described proposal and the voting options (e.g. Yes, No, Abstain) to the Assembly of Members by e-mail. The delegate with voting rights returns the vote of Member by e-mail to the Chair of the Assembly of Members.

(6) Quorate

*Meetings of the Assembly of Members shall be quorate and decisions of the meeting binding on MIRRI-ERIC if the following conditions are met:*

- a) *two-thirds of the Members are in attendance at the meeting;*
- b) *Member States of the European Union and associated countries hold jointly the majority of the votes.*
- c) On any matter specified in paragraphs 7 and 8 of article 17 of the Statutes, decisions must be taken by a majority of two-thirds of the votes of Members present.
- d) On any matter other than those specified in paragraphs 7 and 8 of article 17 of the Statutes, decisions shall be taken by a simple majority of the votes of the Members present and voting.

- e) The quorate is calculated by multiplying the total number of Members by 2/3 and rounding to the upper entity. The number of Members in the meeting must be at least equal to the result obtained by this calculation.
- f) If a quorum defined in the statutes is not reached, the Chair shall convene a new meeting within four weeks with the same agenda. This new meeting shall be quorate regardless of the number of Members represented, but only if this is expressly stated in the invitation to such new meeting of the Assembly of Members.

(7) Proxy representation

- a) In case the delegate with voting rights on behalf of a Member cannot attend the AoM meeting, its voting rights can be transferred to another delegate from the same Member. For that voting rights transfer, the Chair of the AoM should be informed in writing prior to the AoM meeting.
- b) A delegate from a Member can be represented by and vote on behalf of a delegate from another Member. For this proxy representation, a signed agreement must be provided to the Chair of the Assembly of Members prior to the meeting.

(8) Chair and vice-Chairs

*(Article 17.9 of the Statutes) The Assembly of Members shall elect by simple majority of the votes of Members present and voting the Chair and up to two Vice-Chairs from the delegations of the Members. A Vice-Chair shall substitute the Chair in his/her absence and in case of conflict of interest. The Chair and the Vice-Chairs shall be elected for a period of office not exceeding 2 years. Re-election shall be permitted once for a second term not exceeding 2 years. The Chair will remain part of the delegation of the Member but will not vote on behalf of this Member.*

- a) Members will be invited to propose one of their delegates as candidates to the role of Chair and/or vice-Chair of the Assembly of Members and inform the Executive director.
- b) The Members shall elect a Chair and up to two Vice-Chairs from the proposed candidates. Chair and Vice-Chairs must belong to different Members.

- (9) In between the meetings of the AoM, the chair, vice-chairs and the Executive Director will have regular “ED-Chairs sprint” meetings to ensure a good

operational follow up of the decisions taken by the AoM and to prepare decisions to be taken.

(10) Delegates to the AoM should not take part in the National Coordinators Forum.

#### 4.2 The Executive Director

(1) Overall provisions and rules: Cf. MIRRI-ERIC Statutes, Article 18.

#### 4.3. The National Coordinators Forum

(1) Overall provisions and rules: Cf. MIRRI-ERIC Statutes, Article 19.

(2) National Coordinators are responsible to disseminate periodic updates provided by the Central Coordinating Unit to their national Partners.

(3) The Central Coordinating Unit will provide administrative and secretarial support to the operation of the National Coordinators Forum.

(4) Administrative procedures and timelines for ordinary meetings

- a) Ordinary meetings will take place at least twice a year, preferably back to back to the meetings of the Assembly of Members.
- b) The Executive Director will send the notice, by e-mail, in two (2) calendar months in advance of the meeting. The notice should include the format of the meeting.
- c) Ordinary meetings of the National Coordinators Forum are held in presential mode, via videoconference or in hybrid format, with the presential mode being the preferred way. These meetings shall have a rotating host and a meeting place among the Members and Observers.
- d) The Agenda along with the documents to be discussed and approved during the meeting is to be sent in one (1) calendar month in advance. The agenda shall identify all items requiring a decision by the National Coordinators Forum.
- g) Each National Coordinator is entitled to add items and related documents to the agenda until fifteen (15) calendar days before the meeting. Any item which is not on the agenda may be discussed during the meeting, but no decision can be taken, unless all NCF members are present and approve an addition to the agenda.
- h) Draft minutes are to be sent by the Executive Director in one (1) calendar month. Any comments on the draft minutes should be submitted to the

Executive Director within fifteen (15) calendar days following the circulation. If no comments are received, the minutes are automatically approved after fifteen (15) calendar days. In case comments are received, an updated version is to be sent with the documents for approval during the following meeting of the National Coordinators Forum. Approved minutes shall be converted in a PDF format or similar and digitally signed by the Chair of the NCF.

(5) Administrative procedures and timelines for extraordinary meetings

- a) The notice is to be sent, by e-mail, by the Executive Director, in one (1) calendar month in advance.
- b) Extraordinary meetings of the National Coordinators Forum can be organised in presential mode, via videoconference or in hybrid format.
- c) The notice with the Agenda along with the documents to be discussed and approved during the meeting is to be sent 15 calendar days in advance. The meeting format should be informed in the minutes.
- d) Any item which is not on the agenda may be discussed during the meeting, but no decision can be taken, unless all NCF members are present and approve an addition to the agenda.
- e) Draft minutes are to be sent by the Executive Director in one (1) calendar month. Any comments on the draft minutes should be submitted to the Executive Director within fifteen (15) calendar days following the circulation. If no comments are received, the minutes are automatically approved after fifteen (15) calendar days. In case comments are received, an updated version is to be sent with the documents for approval during the following meeting of the National Coordinators Forum. Approved minutes shall be converted in a PDF format or similar and digitally signed by the Chair of the NCF.

(6) Written procedure

In between the meetings of the National Coordinators Forum, decision-making can be done also by written procedure.

In this case, the Executive director sends the clearly described proposal and the voting options (e.g. Yes, No, Abstain) to the National Coordinators Forum by e-mail. The National coordinator returns the vote by e-mail to the Executive director.

(7) Quorate

*The quorate is calculated by multiplying the total number of Members by 2/3 and rounding to the upper entity. The number of Members in the meeting must be at least equal to the result obtained by this calculation.*

The National Coordinators Forum will strive to come to a consensus on all decisions to be taken. In case no consensus can be reached, the Executive Director will communicate the positions of the National Coordinators to the Assembly of Members, who will take the final decision.

(8) Proxy representation

- a) In case the National Coordinator from a Member cannot attend the NCF meeting, its voting rights can be transferred to another designated person from the same Member. The Executive Director should be informed in advance in writing.
- b) A National Coordinator from a Member can be represented by and vote on behalf of a National Coordinator from another Member. For this proxy representation, a signed agreement must be provided to the Chair of the NCF prior to the meeting.

(9) Vice-Chairs

The National Coordinators can propose themselves as Vice-Chair of the National Coordinators Forum, by informing the Executive Director. The Executive Director will present the candidates during a meeting of the National Coordinators Forum. The National Coordinators will elect up to two Vice-Chairs from the proposed candidates by simple majority of votes.

In case of an ex aequo, preference will be given to (1) the candidate who leads to a gender balance among the Vice-Chairs.

The Vice-Chairs will have a period of office not exceeding 2 years. Re-election shall be permitted once for a second term.

### **Article 5. Central Coordinating Unit (CCU)**

- (1) Overall provisions and rules: Cf. MIRRI-ERIC Statutes, Article 20.
- (2) The CCU shall provide the Assembly of Members and its Chair secretarial assistance for its operations.
- (3) The CCU will provide periodic updates on its activities and the latest developments on MIRRI-ERIC's work to MIRRI-ERIC bodies (Assembly of

Members, National Coordinators Forum, Advisory Board and Ethics Board), therefore making sure that everybody is kept informed about the progress of MIRRI-ERIC. This will by no means hold, delay or replace the communication of relevant content that must be shared on its own format and time. The Executive Director decides on the format and frequency of such communications, taking into account the advice of the Assembly of Members.

- (4) The activities of MIRRI-ERIC will be periodically monitored on their contributions to the MIRRI-ERIC Key Performance Indicators (KPIs), as well as to Socioeconomic Impact Indicators. The CCU will have in place the MIRRI-ERIC Dashboard, consisting of an IT tool or set of tools for collecting, treating and analysing data related to those indicators.

### **Article 6. Access Policy**

This article rules the interactions between MIRRI-ERIC as a service provider and its users.

- (1) Overall provisions and rules: Cf. MIRRI-ERIC Statutes, Article 7.
- (2) MIRRI-ERIC promotes the access to microbial biological material, associated data in databases, knowledge and services affiliated with or developed by MIRRI-ERIC Partners to academia and industry students and professionals related to the use of microbial resources.
- (3) Microbial biological material, technological services and courses can be provided on-site or remotely and will follow the “European Charter for Access to Research Infrastructures”, which includes 3 modes of access: Excellence-driven, Market-driven and Wide.
- (4) The excellence-driven mode of access will be provided through open calls, where users need to fill in an application that will be evaluated by a panel of experts appointed for each call. Free or partially-free access will be provided to the best rated proposals. All the information related to the call, including the criteria for evaluation and eligibility, will be published on the MIRRI-ERIC webpage.
- (5) The market-driven mode of access may be subject to fees, and it is regulated through an agreement between the user, MIRRI-ERIC and, if applicable, the partner(s) providing the service. The contract will define the obligations and

- responsibilities of each party, confidentiality and Intellectual Property management where necessary.
- (6) Wide access to virtual tools, i.e. advanced data analysis, webinars and tutorials, will require registration (registered CWE users). Depending on the type of institution (profit/non-profit), the membership status and the range of services requested, different pricing modalities may apply.
  - (7) Microbial material will only be distributed to bona fide individuals operating in a professional environment suitable for handling living material of the biohazard group involved. When appropriate, enhanced biosecurity measures will be promoted. The terms of the transfer will be regulated through a Material Transfer Agreement (MTA). The MTA is determined by legal obligations, technical constraints and scientific developments, to act in conformity with international and national laws; to protect the rights of our clients and partners, academic or industrial; and to ensure quality service.
  - (8) Access will be monitored and user satisfaction measured with a feedback mechanism as part of quality assurance for continuous improvement of access.

### **Article 7. Scientific Evaluation Policy**

- (1) *Every five years, an evaluation of MIRRI-ERIC activities, services and platforms shall take place. The evaluation will include a scientific evaluation but also an evaluation of the implementation of the work programme, organisational and operations aspects and will include recommendations for the future work programme of MIRRI-ERIC.*
- (2) The evaluation will be organised in the 4th year of every 5-year plan. The panel will have to produce and submit the evaluation report, including detailed recommendations for improvement, to the Assembly of Members before the end of the 4th year.
- (3) The evaluation shall be done by a panel of 3 to 5 (three to five) independent international external evaluators of the highest quality, appointed by the Assembly of Members and invited by the Chair.
- (4) The panel members will be provided with a 5-year detailed report, to be prepared by the Executive Director and the CCU together with the National Coordinators Forum, covering in particular the scientific aspects of MIRRI-ERIC

activities, services and platforms, in agreement with the annual reports produced by MIRRI-ERIC.

- (5) The Executive Director and the CCU, together with the National Coordinators Forum, shall take into account the comments and recommendations of the evaluation while preparing the next work programme, and include the necessary corrective measures.

### **Article 8. Dissemination Policy**

- (1) MIRRI-ERIC shall promote its activities and its use in research, innovative projects and higher education.
- (2) The target groups of MIRRI-ERIC are:
  - a) Users of microbial resources
  - b) Providers of microbial resources - Culture Collections (CCs) and mBRCs
  - c) Other RIs
  - d) The European Commission and the Member countries of the Research Infrastructure, as well as prospective Member and Observer countries
  - e) Policy makers
  - f) Citizens
  - g) Science communication professionals/journalists
  - h) Other groups could be targeted if suitable to a specific campaign
- (3) MIRRI-ERIC defines and adopts, as part of its Work Program and in line with its overall strategy, activities/tasks related with branding, communication and dissemination.
- (4) The brand elements of MIRRI-ERIC (such as the MIRRI-ERIC logotype and its derivatives MIRRI-ERIC National Node logotype) and its communication/promotional materials is to be used by MIRRI-ERIC, the CCU, the representing entities of the Members/Observers, the National Nodes, and the Partners to promote the activities that are covered by MIRRI-ERIC.
- (5) MIRRI-ERIC will routinely use a website for institutional communication, as well as relevant social media accounts. The CCU will be responsible for managing and maintaining the above mentioned resources, and for making sure they are kept valid, relevant, up-to-date and consistent with MIRRI-ERIC's vision, mission and objectives.



- (6) MIRRI-ERIC shall organise events, and be represented in events organised by third parties, which can serve the purpose of presenting/showcasing MIRRI-ERIC, its activities and its use to its various target groups. The decision to participate in events organised by third parties shall be taken by the Executive Director.

### **Article 9. Policy on the participation and representation in projects**

- (1) MIRRI-ERIC shall launch joint activities with its Partners. This includes, but is not limited to, the application to competitive calls under research and innovation programmes and instruments, such as the EU Framework Programmes for Research and Innovation.
- (2) MIRRI-ERIC, through the CCU, shall proactively map relevant calls to apply to considering the overall goals and strategy of MIRRI-ERIC.
- (3) Invitations coming from the National Coordinators Forum or from third parties for MIRRI-ERIC to take part in a given project/proposal shall be assessed by the Executive Director and the CCU, on their relevance and opportunity, considering the overall goals and strategy of MIRRI-ERIC.
- (4) Variables such as the merit of the project/proposal and its consortium, as well as the value that MIRRI-ERIC and/or its Partners could bring to it shall also be assessed and taken into consideration. The Executive Director and the CCU should ensure the application of inclusive, transparent and objective criteria respecting the assembly of the projects' consortia, besides the necessary skills and resources.

### **Article 10. Intellectual Property Rights Policy**

- (1) MIRRI-ERIC recognizes and respects the key role of Intellectual Property (IP) assets in driving innovation, as well as the importance of fostering a culture of invention through the collaboration between public sector and industry.
- (2) MIRRI-ERIC follows the [Intellectual Property Rights Policy](#) made available on its website and in annex 1 of this RoO.

### **Article 11. Employment Policy**

- (1) MIRRI-ERIC shall endeavour to attract, select, and retain the best candidates for its staff positions on an equality of opportunity basis and shall not discriminate against any person on the grounds of race, ethnic origin, nationality, gender, creed, disability, sexual orientation or any other ground.
- (2) The overall recruitment procedures shall abide by the national laws of the hiring countries, comply with the contracts funding authority rules, and follow the [European Charter and Code of Conduct for the Recruitment of Researchers of the European Union](#).
- (3) A staff establishment plan shall be proposed by the Executive Director to the Assembly of Members for approval. The Executive Director will be involved in the hiring and evaluation processes of all the staff and is responsible for their appointment and dismissal.
- (4) The Executive Director shall be involved in the hiring, evaluation, appointment and dismissal processes of the staff hired as in-kind contribution by MIRRI-ERIC member countries.
- (5) The MIRRI-ERIC Assembly of Members is responsible for appointing, suspending or dismissing the Executive Director.

### **Article 12. Procurement Policy**

- (1) MIRRI-ERIC's procurement policy applies to orders and contracts that are financed, for the most part, by MIRRI-ERIC's budget or on behalf of MIRRI-ERIC.
- (2) MIRRI-ERIC shall follow the principles of relevant European Union Public Procurement Directives, namely the principles of equal treatment and non-discrimination, acting in a transparent and proportionate manner.
- (3) The Portuguese Public Procurement Code ("PPC") is not directly applicable to contracts concluded by MIRRI-ERIC, which follow the rules approved in the annex 2 to these Regulations.

- (4) MIRRI-ERIC must seek specialized advice - legal and technical - to choose and prepare the contractual procedures and control the execution of the contracts it concludes.
- (5) In the event of a need for innovative or more specialized goods or services, before launching a procurement procedure, MIRRI-ERIC may carry out market consultations, in order to understand what is most advanced on the market and to give the market the opportunity to better understand the problem to be addressed and therefore offer the best solutions.
- (6) Public procurement procedures in MIRRI-ERIC shall be conducted by electronic means, unless otherwise provided for in the Procedural Program.
- (7) The MIRRI-ERIC Executive Director shall be responsible for the procurement decision, choice of procedure and procedure actions, such as definition of requirements, identification of the vendors, evaluation or setting up a competition Jury, selection of tenders, negotiation and contract signature.
- (8) Each year, the CCU shall evaluate the critical furnishers on the basis of following criteria: conformity of delivery with order, respect to delivery time, quality and price/quality ratio of the product, quality of after-sales service.

### **Article 13. Research Data Management Policy**

- (1) MIRRI-ERIC will implement open science best practices and FAIR data principles to foster knowledge transfer and the dissemination of data and information by liaising with existing European initiatives of relevance for biological data and bioinformatics.
- (2) MIRRI-ERIC shall adopt a policy to foster high-quality data documenting all relevant information and associated metadata about the biological resources. MIRRI-ERIC shall promote data integration with relevant databases and harmonize with digital infrastructures at the EU level.
- (3) Use and collection of MIRRI-ERIC research data shall be subject to European and national laws on data. Use of MIRRI-ERIC data by users who are not subject to EU legislation shall be subject to prior agreement to be concluded between MIRRI-ERIC and such user. That agreement shall notably provide for an obligation not to disseminate data without prior consent from MIRRI-ERIC.

- (4) The MIRRI-ERIC [Research Data Management Policy](#) is available on the website and in annex 3 of this RoO.

#### **Article 14. Personal Data Policy**

The MIRRI-ERIC Personal Data Policy is included in the [Privacy Policy](#) document, approved by the AoM on November 28<sup>th</sup> 2022, made available on the website and in annex 4 of this RoO.

#### **Article 15. Ethical Policy**

- (1) The MIRRI-ERIC ethical policy establishes the principles, values and behaviour that guide MIRRI-ERIC, as well as the entitlements and responsibilities of its collaborators.
- (2) MIRRI-ERIC shall promote an environment in which its collaborators can communicate respectfully, feel valued, well-integrated and receive equitable treatment by others. MIRRI-ERIC shall take the necessary actions to comply with the ethical policy and motivate its collaborators to act according to the principles and rules established. In case of suspicion regarding potential misbehaviour, MIRRI-ERIC expects people to report in accordance with the MIRRI-ERIC Code of Conduct and Ethics to be prepared and annexed to these Rules of Operations.
- (3) MIRRI-ERIC respects human rights and diversity
- a) MIRRI-ERIC respects and promotes human rights, as defined by the United Nations Universal Declaration of Human Rights, in its operations. The human rights of MIRRI-ERIC staff are also interpreted in alignment with the International Labour Organization Conventions.
  - b) MIRRI-ERIC is a multicultural Research Infrastructure, therefore the priority is to create an environment where people feel comfortable at being themselves regardless of characteristics including nationality; sex; gender identity and expression; sexual orientation; age or work experience; physical or mental challenges; physical appearance; social-economic status; experience level; political or other opinions;

religious beliefs (or lack of it), educational or social background. MIRRI-ERIC shall foster an environment where equity, mutual respect and assistance are intrinsic.

(4) MIRRI-ERIC acts ethically and with integrity

- a) MIRRI-ERIC has a zero-tolerance policy regarding harassment, whether moral (mobbing) or sexual, and any type of discriminatory behaviour.
- b) MIRRI-ERIC is against all forms of bullying including threatening, humiliating, coercive or intimidating conduct that causes harm, or hinders and sabotages people's integrity and their duties.
- c) MIRRI-ERIC promotes the creation of a positive and professional learning environment, by actively seeking to understand and include different viewpoints and experiences, to gracefully accept and give constructive criticism and show courtesy and respect towards members/observers, partners, staff, users and other stakeholders.
- d) To contribute to a more sustainable environment, the MIRRI-ERIC shall strive to adhere to environmental legislation, regulations, and good practices by using natural resources responsibly and continuously reducing its environmental footprint.

(5) MIRRI-ERIC fosters trust, collaboration and transparency

- a) MIRRI-ERIC provides a space which gives voice to people, enabling respectful free speech without fearing retaliation.
- b) The MIRRI-ERIC staff, while performing duties, complies with the best practices to guarantee the integrity, accuracy, and transparency of the information.
- c) The MIRRI-ERIC staff shall maintain maximum discretion regarding any fact and information that comes to their attention when performing their duties.

(6) MIRRI-ERIC acknowledges the [Convention on Biological Diversity \(CBD\) and the Nagoya Protocol](#). A policy document covering these topics is available in the website and in [annex 5](#) of these RoO.

(7) MIRRI-ERIC's [Policy on biorisk assessment and biosecurity measures](#) is available in the website and in annex 6 of these RoO.

## **Article 16. Financial Rules**

- (1) Rules concerning MIRRI-ERIC finance and reporting are described in detail in the Statutes, including “Liability of Members and Observers” (Article 6), “Resources of MIRRI-ERIC” (Article 24), “Financial Contributions” (Article 25), “Budgetary principles, accounts and audit” (Article 26), “Tax Exemption and excise duty exemption” (Article 27), and “Reporting to the European Commission” (Article 28).
- (2) MIRRI-ERIC shall have in place an analytical accounting system as well as an adequate internal control system to ensure that: i) sources of funding/income are identified; ii) the expenditure incurred is duly recorded and authorised; iii) all transactions for activities or services rendered are recorded systematically; iv) all expenditures are duly supported by adequate documentation; and v) all records and supporting documentation are kept for a period of five years after the date of the payment.
- (3) The accounts of MIRRI-ERIC will be audited annually by a recognised auditing body and shall be accompanied by a report on budgetary and financial management for the preceding Financial Year. The Assembly of Members shall approve the appointment of an external financial auditor, with specification of the duration of the appointment. The Executive Director shall provide the auditor with the information necessary for the performance of its duties.
- (4) The Executive Director shall provide to the Assembly of Members, at the end of each financial year, the draft Work Program including the budget for the following financial year, which shall include all expected revenues and expense items. Following the adoption of the Work Program with the associate budget by the Assembly of Members, the Executive Director shall request the annual contributions of MIRRI-ERIC Members and Observers. The annual contributions shall be paid in one settlement before the 30 June of each calendar year. If a Member/Observer is a late contributor with unduly justification, a penalty interest rate may be applied according to the European Central Bank rates in force on the 1st January. The penalty interest due for late payment will be calculated on a daily basis. The application of this penalty interest is subject to a decision from the Assembly of Members.

- (5) The Executive Director shall provide to the Assembly of Members, at the beginning of each financial year, a statement of the audited account of the previous year. The Assembly of Members shall approve the audited accounts and report on budgetary and financial management for the preceding Financial Year within six months after the end of that Financial Year.
- (6) The MIRRI-ERIC bank accounts are managed by the Executive Director.

### **Article 17. Establishment of collaboration agreements**

- (1) MIRRI-ERIC shall endeavour to establish relationships with relevant organisations, including other European Research Infrastructures, in order to explore synergies that can allow MIRRI-ERIC to better accomplish its mission and objectives. Beyond *ad hoc* collaborations in projects and initiatives, collaboration agreements can set a favourable framework for more fruitful, sustainable partnerships, and should, therefore, be considered as something of potential interest.
- (2) Following the identification of an opportunity or a proposal from a third-party to engage in such agreements, the responsibility for discussing the respective terms and conditions on behalf of MIRRI-ERIC lies primarily with the Executive Director, advised and supported by the National Coordinators Forum.
- (3) After the bases for the agreement have been set up by the parties, the Executive Director shall submit a proposal to the Assembly of Members, which shall be responsible for its approval.

### **Article 18. Amendments to the Rules of Operation**

Amendments to the Rules of Operation can be proposed by each Member by addressing the proposed change in writing to the Chair of the Assembly of Members and the Executive Director. The approval of the amendment shall require two-thirds of the votes of Members present and voting, according to Article 17 (7) (e) from MIRRI-ERIC Statutes.



**MIRRI-ERIC European Headquarters**  
**[www.mirri.org](http://www.mirri.org)**



## Annex 1

### MIRRI-ERIC Policy on Intellectual Property Rights

Public investments in research are closely dependent on their contribution to innovation and growth. MIRRI-ERIC fosters the link of research with industry and thus their essential contribution to innovation. The concept of MIRRI-ERIC with its rich services infrastructure and the implementation of the Collaborative Work Environment (MIRRI CWE) with its clusters and programs supports two measures of this important “alliance”: the first is the direct link of science to companies and second an Intellectual Property Rights (IPR) Policy allowing the commercialization of collaboration results through individually chosen mechanisms in which MIRRI-ERIC itself has no stake. MIRRI-ERIC as a public Research Infrastructure (RI) provides an ideal platform to facilitate key research affecting public as well as private R&D and innovation and thus is an instrument supporting public research policy as well as government's role in encouraging innovation.

#### The key elements of the MIRRI-ERIC policy on IPR

The aim of the MIRRI-ERIC IPR policy is that intellectual property rights shall not become an obstacle to the use of data and knowledge from the MIRRI-ERIC RI for innovation and research & development. Securing non-restricted access, supporting freedom of use, identifying proprietary and copyrighted materials and withdrawal from property rights claims resulting from collaboration between partners are the pillars of the MIRRI-ERIC IPR policy:

1. MIRRI-ERIC recognizes and respects the key role of Intellectual Property (IP) assets in driving innovation as well as the importance of fostering a culture of invention through the collaboration between public sector bases science and research with industry.
2. MIRRI-ERIC is aware of the dynamic nature of communication and information technology and that the value of existing IP comes from the ability of its owner to control its use. MIRRI-ERIC will respect this and applicable laws in the creation of the Collaborative Work Environment (MIRRI-ERIC CWE) and the MIRRI-ERIC Information System (MIRRI-IS) at the transfer procedures for data and knowledge.

3. MIRRI-ERIC users will receive according to the [Terms & Conditions](#) a non-restricted access for their scientific, commercial, educational and research-related use of the knowledge, information and data made available by MIRRI-ERIC and not explicitly marked as “confidential”.
4. MIRRI-ERIC as well as its Partners and users acknowledge copyrighted material and intellectual property rights for the purpose of providing and carrying out services, collaborations and matchmaking.
5. The carrying out of the Work Program of MIRRI-ERIC could generate intellectual property. MIRRI-ERIC may claim intellectual property rights within applicable national and international jurisdictions over tools, data, products or any other results developed or generated by MIRRI-ERIC while carrying out the Work Program.
6. In the context of collaborations within MIRRI-ERIC, joint intellectual property between the Partners and users might be generated. The general MIRRI-ERIC policy is that Partners have optimal freedom to generate value out of intellectual property. The exploitation of the intellectual property as a result of collaborative work in MIRRI-ERIC should thus be as flexible as possible and should be negotiated between the Partners on a case-by-case basis. In case of joint inventions between industry and academia the academic partners should benefit in the form of royalties or other benefit-sharing models that properly reflect and reward the contribution of public resources, expertise and work.
7. MIRRI-ERIC encourages Partners and users to define agreements covering the management of intellectual property issues, taking into consideration the specificities of the collaboration and/or project and the relevant participants. These agreements should govern aspects like but not limited to handling and ownership of information, data and/or material, use and dissemination of results, access rights and confidentiality matters.
8. MIRRI-ERIC is aware of the dynamic nature of communication and information technology and that the value of existing IP comes from the ability of its owner to control its use. MIRRI-ERIC will respect this and applicable laws in the creation of the Collaborative Work Environment (MIRRI-ERIC CWE) and the

MIRRI-ERIC Information System (MIRRI-ERIC IS) at the transfer procedures for data and knowledge.

9. MIRRI-ERIC users will receive according to the Terms & Conditions a non-restricted access for their scientific, commercial, educational and research-related use of the knowledge, information and data made available by the MIRRI-IS and not explicitly marked as “confidential”.
10. MIRRI-ERIC as well as its partners and users acknowledge copyrighted material and intellectual property rights for the purpose of providing and carrying out services, collaborations and matchmaking.
11. The carrying out of the work program of MIRRI-ERIC could generate intellectual property. MIRRI-ERIC may claim intellectual property rights within applicable national and international jurisdictions over tools, data, products or any other results developed or generated by MIRRI-ERIC while carrying out the work program. This will ensure making the results openly accessible and preventing others from imposing restrictions on MIRRI-ERIC.
12. In the context of collaborations within the MIRRI-ERIC RI, joint intellectual property between MIRRI-ERIC partners and users might be generated. The general MIRRI-ERIC policy is that partners have optimal freedom to generate value out of intellectual property. The exploitation of the intellectual property as a result of collaborative work in MIRRI-ERIC should thus be as flexible as possible and should be negotiated between the partners on a case-by-case basis. In case of joint inventions between industry and academia the academic partners should benefit in the form of royalties or other benefit-sharing models that properly reflect and reward the contribution of public resources, expertise and work.
13. MIRRI-ERIC encourages partners and users to define agreements covering the management of intellectual property issues, taking into consideration the specificities of the collaboration and/or project and the relevant participants. These agreements should govern aspects like but not limited to handling and ownership of information, data and/or material, use and dissemination of results, access rights and confidentiality matters.

## Annex 2

### Procurement Policy

#### Procurement procedures

- (1) MIRRI-ERIC may contract by **simplified direct award**, awarding on the basis of an invoice or equivalent document, when the value of the contract does not exceed 5.000 euros, or in the case of a works contract it does not exceed 10,000 euros<sup>1</sup>.
- (2) MIRRI-ERIC may contract by **direct award**, by invitation to tender to an entity of its choice, when the value of the contract does not exceed 20.000 euros, or in the case of a works contract when it does not exceed 30,000 euros<sup>2</sup>.
- (3) In the cases previewed in previous paragraphs, if the value of the contract, or the cumulative contract price between it and the contracts of the same tender in the previous financial year, is more than 20.000 euros, the Executive Director prepares a document with a description of the contract, as well as a justification for the selected supplier, to be submitted to the AoM for approval, prior to the acquisition.
- (4) When the value of the contract exceeds the values referred to in the previous paragraphs but does not exceed 75.000 euros, or in the case of a works contract it does not exceed 150,000 euros,<sup>3</sup> MIRRI-ERIC may contract through a **prior consultation** procedure, by inviting at least three entities of its choice to submit a tender and may negotiate with them the aspects of the performance of the contract to be concluded, or through a prior **public tender**.
- (5) When the value of the contract exceeds 75,000 euros, or in the case of a works contract when the value of the contract exceeds 150,000 euros, MIRRI-ERIC must contract through a prior **public tender**.
- (6) Regardless of the value of the contract to be concluded, MIRRI-ERIC may contract by **direct award**, by invitation to tender to an entity of its choice, in the

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<sup>1</sup> These are the values set out in the Public Contracts Code - Article 128(1)(c) of the PPC.

<sup>2</sup> These are the values set out in the Public Contracts Code - art. 19 d) and art. 20 no. 1 d) of the PPC.

<sup>3</sup> These are the values set out in the Public Contracts Code - art. 19 c) and 20 no. 1 c) of the PPC.

situations provided for in the Public Contracts Code, namely in articles 24 to 27a<sup>4</sup>.

- (9) For the purposes referred to in paragraph 5 of the previous clause, MIRRI-ERIC can use **preliminary market consultations**, **innovation partnerships** or **design contests**, as provided for in articles 35a, 218a, 219 of the PPC.
- (10) MIRRI-ERIC can also opt for a **pre-qualification procedure for candidates**, procedures for **negotiating tenders** or a **competitive dialogue**, as provided for in articles 162, 193 and 204 of the PPC.
- (11) After the approval of the annual Work Program, MIRRI-ERIC may decide to publish **pre-information notices** in the Official Journal of the European Union, indicating to potential interested parties the type and estimated value of all the contracts it intends to conclude in the following 12 months by public tender, as provided for in article 34 of the PPC.
- (12) Procedures can be conducted by a jury, composed of an odd number of members, who must sign a declaration of non-existence of conflicts of interest before the start of their duties.

### **Procurement documents**

- (1) In the **direct award** or in the **prior consultation**, MIRRI-ERIC shall prepare and approve in advance the **call for proposals**, which shall contain the:
  - a) The technical and functional specifications of the subject of the contract to be awarded and other aspects of the performance of that contract that the tender must fulfil, such as the deadline and any basic price;
  - a) The form of the award criterion and any factors and sub-factors that specify it.
  - b) Whether the tenders submitted will be subject to negotiation and, if so, which aspects of the performance of the contract to be awarded MIRRI-ERIC is not prepared to negotiate;
- (2) In the public tender procedure, MIRRI-ERIC shall prepare, approve and disclose in advance the following **Procurement documents**.

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<sup>4</sup> It is intended to give MIRRI-ERIC the same contractual freedom that the PPC confers on public entities subject to it.

- c) **Contract Notice**, used as a means of calling for competition;
  - d) **Program of procedure**, specifying the rules applicable to the procedure up to the conclusion of the contract, including the award criterion and any factors and sub-factors for the evaluation of tenders, together with their respective weighting coefficients;
  - e) **Tender specifications**, which specify the characteristics and technical requirements of the object of the contract and the performance of the contract to be observed, including the basic parameters to which the tenders are bound, such as price and performance deadlines.
- (3) Contract Notice shall contain the following information:
- a) Description of the procurement: nature and extent of works, nature and quantity or value of supplies, nature and extent of services. Where the contract is divided into lots, this information shall be provided for each lot. Where appropriate, description of any options.
  - b) Estimated total order of magnitude of contract(s); where the contract is divided into lots, this information shall be provided for each lot.
  - c) Admission or prohibition of variants.
  - d) Timeframe for delivery or provision of supplies, works or services and, as far as possible, duration of the contract.
  - e) Conditions for participation and conditions to which performance of the contract is subject, if applicable.
  - f) Time limit for receipt of tenders (open procedures) or requests to participate (restricted procedures, competitive procedures with negotiation, dynamic purchasing systems, competitive dialogues, innovation partnerships).
  - g) Physical or electronic address to which tenders or requests to participate shall be transmitted.
  - h) Language or languages in which tenders or requests to participate must be drawn up.
  - i) Information whether the contract is related to a project and/or program financed by Union funds.
  - j) Type and deadlines for administrative, judicial or arbitration review procedures.

- k) the Internet address where the other parts of the procedure are available for consultation.
- (4) Procurement documents shall be made available to all interested parties free of charge by e-mail or internet address.
- (5) The notice of initiation of the procedure shall be disseminated by the following means:
  - a) On the MIRRI-ERIC website, for contracts with a value of more than EUR 5,000;
  - b) In the portuguese “*Diário da República*” (Official Gazette), in part L of the 2nd series, for contracts with a value equal to or greater than €75,000, or in the case of a works contract when the value of the contract €150,000;
  - c) In the Official Journal of the European Union, in the case of an international tendering procedure for contracts with a value equal to or greater than EUR 215,000.
- (6) Notices shall be published in the Official Gazette and in the Official Journal of the European Union by sending the notice to the Imprensa Nacional-Casa da Moeda, S.A., by electronic means, in accordance with the format and transmission methods indicated on the website of the Electronic Official Gazette.

#### **Award criteria**

- (1) In competitive procedures, the criterion for the award of the contract shall be to weigh up the value for money of the tenders, by assessing a number of factors and possible sub-factors relating to the various aspects of the performance of the contract that need to be assessed.
- (2) The lowest price criterion may only be used where price is the only relevant factor for the evaluation of tenders. MIRRI-ERIC shall promptly inform tenderers of the entity's contract award decisions and shall publish that decision on its website.
- (3) For a period of at least three years from the date it awards a contract, MIRRI-ERIC shall maintain:
  - a) the documentation and reports of tendering procedures and contract awards; and

- b) data that ensure the appropriate traceability of the conduct of covered procurement by electronic means.
- (4) On request of any Tenderer, MIRRI-ERIC shall provide promptly any information necessary to determine whether a procurement was conducted fairly, impartially and in accordance with this RoO, including information on the characteristics and relative advantages of the successful tender, except when disclosure:
  - a) would impede law enforcement;
  - b) might prejudice fair competition between suppliers;
  - c) would prejudice the legitimate commercial interests of particular persons, including the protection of intellectual property; or
  - d) would otherwise be contrary to the public interest.

### **Contract**

- (1) Unless it does not exceed € 10,000<sup>5</sup>, the contract shall be in writing and MIRRI-ERIC shall notify the successful tenderer of the respective draft contract<sup>6</sup>.
- (2) The contract must be signed within 30 days from the date of acceptance of the draft by the parties, with preference being given to signing by electronic means.
- (3) If it is necessary to perform the contract immediately, the reduction in writing may take place after the commencement of the contractual services, provided that it is duly justified.
- (4) The award shall lapse if, for reasons attributable to the contractor, the successful tenderer fails to send the electronically signed contract within the time limit set by the body responsible for the decision to contract;

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<sup>5</sup> If the contract is not in writing, the contract is deemed to be the result of the combination of the invoice/invitation or tender specifications with the content of the tender awarded.

<sup>6</sup> Value set out in art. 95.<sup>o</sup> of the Public Contracts Code.



### Annex 3

#### MIRRI-ERIC Policy on Data Management

To overcome the current situation, the MIRRI Information System (MIRRI-ERIC IS), as part of the Collaborative Working Environment (MIRRI-ERIC CWE), will be established by deploying an integrated, high-quality, automatically validated, manually annotated, semantic-rich, non-redundant micro-biological resource database which provides all relevant information and associated contextual data (metadata) about a particular biological resource. MIRRI-IS will be designed as the central entry point for users, curators and developers that need access to the integrated knowledge of mBRCs and selected third-party databases while assuring that the specific competences of partner mBRCs remain transparent. The aim is to establish a trademark for high quality data and expertise, which enhances the reputation of participating mBRCs. The MIRRI-ERIC policy on data management is a commitment to a FAIR (Findable, Accessible, Interoperable and Reusable) provision of data and information.

#### **Requirements for mBRCs to comply with the MIRRI-ERIC policy on data management:**

To allow MIRRI-IS to be operational, MIRRI-ERIC partners need to comply with:

1. Machine-readable mBRCs catalogs.
2. In case information is not digitally available yet, proper digitalization of key information needs to be undertaken.
3. Provision of accurate data.
4. The MIRRI Minimum Data Set (MIRRI MDS) of descriptors include 1) Strain Number, 2) Other Strain Number, 3) Present Name, 4) Organism Type, 5) Restrictions, 6) Status, 7) History of Deposit, 8) Growth conditions, 9) Form of supply, 10) Geographic Origin and 11) additional accession number(s) to link the data to the International Nucleotide Sequence Database Collaboration (INSDC), in case this is available. Besides these fundamental fields, specific “data packages” and additional subfields will be added over time to enrich the MDS. This will be extended towards a recommended data set (RDS) and finally full data set (FDS).

5. The content of the fields is expected to follow the guidelines, data model, controlled vocabularies and ontologies specified by the MIRRI-ERIC consortium.
6. The final set of fields, including their expected content, will be consolidated in the Minimum Information about Biological Resources (MlaBRe) data standard and checklist.
7. Curation level and quality of data needs to be assured by unified Standard Operating Procedures in mBRCs.
8. Provision of the data in a structured electronically available format.
9. For each biological resource, data needs to be made available in machine-readable format and in regular time intervals. Over time, each mBRC in MIRRI-ERIC should provide their data by Web Services in an XML based exchange language, e.g. based on the Microbiological Common Language (MCL) and its extensions.

<http://dx.doi.org/10.5281/zenodo.47249>

## Annex 4

### Privacy Policy

#### 1. Responsible

The Microbial Resource Research Infrastructure - European Research Infrastructure Consortium (hereinafter “MIRRI-ERIC”) is a legal entity set up by the Commission Implementing Decision (EU) 2022/1204 of 16 June 2022.

MIRRI-ERIC is the data controller for the purpose of this Privacy Policy and its identification and location data are:

**Name:** Microbial Resource Research Infrastructure - European Research Infrastructure Consortium “MIRRI-ERIC”

**Address:** University of Minho, Campus of Gualtar, Pedagogic Complex 3, Floor 0, 4710-057 Braga, Portugal

**Institutional email:** [info@mirri.org](mailto:info@mirri.org)

Email for issues related to this Privacy Policy: [info@mirri.org](mailto:info@mirri.org)

#### 2. Application scope and object of the Privacy Policy

MIRRI-ERIC is fully committed to respecting people's privacy. To ensure the application of the fundamental right to the protection of personal data, MIRRI-ERIC has adopted this basic policy of data protection, which is based on the General Data Protection Regulation (EU) 2016/679 (EU GDPR) and applies to any website within the domain "mirri.org", the official institutional webportal of MIRRI-ERIC.

The MIRRI-ERIC webportal is hosted at the servers of the Universitat de València (hereinafter “UV”), the institution co-hosting the Central Coordinating Unit of MIRRI-ERIC in Spain. Therefore, UV is a processor of your personal data according to the definition of the EU GDPR.

The main aim of this privacy policy is to inform the users on the way personal data are collected and processed, providing relevant information to them, as well as fixing the accessing conditions and the use of the MIRRI-ERIC webportal regarding privacy.

Nevertheless, specific or complementary privacy policies can be established in certain websites or resources/applications contained in the MIRRI-ERIC webportal, which due

to its specificity require so. Without prejudice to adjust to the principles included in this privacy policy, the user will have to verify the conditions which rule personal data processing at:

- a) Contact mailboxes
- b) Specific set procedures for the collecting of personal data (e.g., TNA applications)

Legal bases and purposes of the processing operations - processed data- storage duration MIRRI-ERIC informs the users that it can collect any personal data facilitated as a consequence of the access and/or usage of the MIRRI-ERIC webportal and related services, as well as mailings or through personal contacts and business cards.

In general, the collected data can be used with administrative, statistical, scientific, researching, and cultural and divulging aims, and to attend to your queries, suggestions and complaints. In any case, the specific use will always be adjusted to the objectives for which the data were collected.

In particular, MIRRI-ERIC processes personal data for the following purposes:

<b>Purpose</b>	<b>Legal basis</b>	<b>Processed personal data</b>	<b>Storage duration</b>
Participation in the forum of experts on the basis of the on Terms of use	Consent given by the data subject MIRRI webportal Terms and conditions of use	Forum user's: - Name - Surname - Employing organization - Position - E-mail address	Until withdrawal of the consent
Communicate about MIRRI-ERIC and its activities (e.g., Newsletter) and answer questions and inquires of the data subject	Consent given by the data Subject	Contact's: - Name - Surname - E-mail address - Exchange of emails through the contact form and exchanging Messages	No longer than necessary for the purpose for which it was processed or until withdrawal of the consent.

		- Meta data that may or may not be related to the e-mail of the data subject	
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### 3. Lawfulness

MIRRI-ERIC processes users’ personal data to fulfill its mission in the public interest, as well as to fulfill the legal obligations applicable to MIRRI-ERIC, to perform contracts to which the data subject is a party or when the purpose of the processing requires the user’s consent, which must be realized by a clear affirmative action.

### 4. Data disclosures

The personal information provided by users may be communicated to third parties in the cases set out in the EU GDPR and its enforcing regulations, in all cases demanding the consent of users when needed.

MIRRI-ERIC publishes data on its webportal in the following cases:

a) Governance and organisation

MIRRI-ERIC has available on its websites the contact details of the people working in the Central Coordinating Unit and participating in the different governing bodies. Usually, this information is in the section “Governance & People” of the webportal. The purpose of these data is exclusively to provide contact information within the context of the specific functions and competences of MIRRI-ERIC.

In specific cases, the email address may be excluded from the public lists or replaced by a new one when there is a justified cause, and particularly when required to protect the person’s personal information. To make such this request please contact [info@mirri.org](mailto:info@mirri.org)

b) Publications

MIRRI-ERIC may also publish personal data (name, surname, position) when the partners or the users participate in any selective or competitive processes related with MIRRI-ERIC, in accordance with the applicable regulations.

The use of the data published on the official webportal of MIRRI-ERIC will be related exclusively to the purposes described in this Privacy Policy. Their use will be prohibited for any other purpose and particularly, for commercial or advertising purposes.

Infringements of this provision will result in the notification of the facts to the Portuguese Data Protection Authority or to other enforcement authorities, without prejudice to the exercise of other applicable legal actions by MIRRI-ERIC.

## **5. Data storage**

The provided personal data will be stored no longer than necessary to fulfil the purpose for which they are obtained and to determine the possible responsibilities deriving from the purpose, in addition to the periods established in applicable laws. However, MIRRI-ERIC may store them for longer periods provided they are processed exclusively for archival purposes in the public interest, scientific and historical research purposes, or statistical purposes. In such cases, MIRRI-ERIC is committed to apply the appropriate technical and organisational measures imposed by the EU GDPR.

## **6. Accuracy (Data Quality)**

Users guarantee the authenticity and accuracy of the data and information supplied pursuant to the use of the MIRRI-ERIC webportal. Any false or inaccurate information or data provided, as well as the damage this information might cause, will be the responsibility of the users. Therefore, users are obliged to maintain their information and data updated so they conform to reality at any time and they commit to communicate, as soon as possible, modifications related to their personal data, as well as corrections of inaccurate data.

Also, in the event that the personal data registered is wholly or partly inaccurate or incomplete, MIRRI-ERIC will proceed to their cancellation or substitution by the corresponding rectified or completed data, without prejudice to the powers granted to data subjects in the article 16 of the EU GDPR.

MIRRI-ERIC will take all necessary measures to ensure that the data provided are maintained correctly, without alterations.

## **7. Confidentiality and security**

The personal data collected by MIRRI-ERIC will be treated in such a way as to adequately guarantee its security and confidentiality, applying the appropriate technical and organisational measures to minimize possible risks.

In case the processing of personal data is outsourced to a third party, MIRRI-ERIC will conclude a written agreement with this third party ensuring that the processor provides the necessary safeguards in accordance with the GDPR.

## **8. Sending of emails**

The emails sent from a MIRRI-ERIC account (name.surname@mirri.org or function@mirri.org) aim to serve the purposes of the infrastructure. By default, its content is considered confidential and its reproduction or distribution without express authorisation is not allowed, unless required by the nature or content of the message.

The content of emails sent to a MIRRI-ERIC account could be visible by the Universitat de València and MIRRI-ERIC staff other than the addressee, with the exclusive purpose of properly carrying out the attention service to our users.

Additionally, sending emails to MIRRI-ERIC accounts is subjected to our conditions of use and our privacy policies. Any use contrary to our conditions and policies, particularly the improper disclosure of confidential content, the unauthorised collection of data or spamming could lead to legal actions by MIRRI-ERIC.

Any incident related to the reception of our emails and particularly those regarding safety and confidentiality, shall be communicated to [web@mirri.org](mailto:web@mirri.org).

The MIRRI-ERIC's email addresses are published on the website for scientific and administrative purposes only. The use of these addresses for any other purpose, and in particular for commercial purposes or mass mailing (SPAM), will be considered contrary to the legality and purpose limitation principles of the EU GDPR.

## **9. Minors and persons under legal guardianship**

In general terms, the MIRRI-ERIC webportal is not aimed to provide services to minors nor the compilation of their data. In any case, the contents shown, being contents related to microbiological science, are suitable for people of any age.

In those cases, in which personal data of minors is processed, the provisions of their specific privacy policies will apply, bearing in mind that minors under 14 years of age should not provide their personal data without the prior consent of their parents or guardians.

Users legally incapacitated by virtue of a judicial resolution that requires the consent of their legal guardians for the processing of their personal information have the obligation to provide the appropriate authorisation.

## **10. User rights**

MIRRI-ERIC is fully adapted to the EU GDPR and, therefore, has an address [web@mirri.org](mailto:web@mirri.org) for any information, suggestions, requests for the exercise of rights and the amicable resolution of disputes regarding the protection of personal data.

Any person may exercise the following rights over the files owned by MIRRI-ERIC, in the terms established by the EU GDPR:

- a) Right of access to your personal data and to know which ones are being processed and the processing operations carried out with them.
- b) Right to correct any inaccurate data.
- c) Right to delete your personal data.
- d) Right to object or limit to the processing of your personal data.
- e) Right to data portability.
- f) Right to revoke your consent at any time.

Users can exercise their rights, when appropriate, before MIRRI-ERIC - University of Minho, Campus of Gualtar, Pedagogic Complex 3, Floor 0, 4710-057 Braga, Portugal, [info@mirri.org](mailto:info@mirri.org).

However, it is recommended to request our friendly dispute resolution service for data protection and new technologies through [web@mirri.org](mailto:web@mirri.org), before making any complaint, in the event of a suspected breach of this privacy policy. The use of this service will, in no case, prejudice user's right to contact the Portuguese Data Protection Authority.

## **11. Third Party Sites**

On the MIRRI-ERIC webportal the users can find links that lead them to external, third-party websites. Once users access these links, the present Privacy Policy will



cease to have effect and users will be subject to the specific privacy policy of the third-party website. Consequently, MIRRI-ERIC disclaims all liability related to the processing of data by these websites and recommends users to read carefully their privacy policies.

## Annex 5

### MIRRI-ERIC Policy on Biological Diversity and the Nagoya Protocol

The aim of the policy statement is to outline the principles the MIRRI-mBRCs are expected to adhere to with regard to the utilization of the genetic resources and traditional knowledge associated with these genetic resources over which countries of origin have sovereign rights. It will also assist the mBRCs to implement institutional Access and Benefit Sharing (ABS) management policies governing daily practices for accession, research and transfer of material by all staff. MIRRI aims for a light general policy, leaving the details of the mechanisms of compliance to the discretion of individual MIRRI-mBRCs.

The policy statement applies to all mBRC holdings and other biological materials, in public and non-public collections including, but not limited to, living cultures, dried herbarium specimens, dead wet samples, DNA samples and other derivatives of biological material, as well as traditional knowledge and scientific data that are associated with these resources.

#### MIRRI-ERIC Policy Statement on ABS

1. The MIRRI-mBRCs remain committed to support by all means possible the main objectives of the CBD, which are the conservation of biological biodiversity, the sustainable use of its components and the fair and equitable sharing of benefits resulting from the utilization of genetic resources and traditional knowledge associated with genetic resources.

*More specifically, the MIRRI-mBRCs are committed to:*

2. contribute to the conservation of biological diversity through the preservation and study of ex situ microbial materials and genetic resources thereof, or the encouragement and promotion of such study by others, in accordance with Art. 9 of the CBD;
3. deliver, in compliance with the CBD, the Nagoya Protocol and all applicable legislation and regulatory requirements, well-identified, authentic and high-quality materials that are preserved in the public collections of the mBRCs to third parties for research and development, education and biotechnology, and data associated with these resources, to the benefit of public health, food

- security, and social and economic development. In doing so, the mBRCs also contribute to the Nagoya Protocol's wider objective of supporting the conservation and sustainable use of biological diversity;
4. present clarity on permitted use to recipients of ex situ microbial genetic resources, considering that these resources are the essential raw materials that drive the bio-economy, and while fully recognizing the sovereign rights of the countries of origin over their genetic resources, to refrain from posing unnecessary restrictions upon the use of these resources in research with commercial intent, while reminding users of applicable benefit sharing obligations through transfer agreements;
  5. cooperate with relevant associations of users and other interested parties in the EU and globally to develop procedures, tools or mechanisms that can facilitate the implementation of the Nagoya Protocol, stimulate the use of ex situ microbial genetic resources, and lead to an increase in transparency and legal certainty or a reduction in costs for both provider mBRCs and the users of the microbial genetic resources;
  6. design a practical and transparent legal framework that includes transfer agreements with model clauses, and best practice under which all MIRRI-mBRCs can operate as far as is permitted under applicable national law;
  7. respect, where appropriate, the confidential nature of user information, documentation and administration associated with the transfer of microbial genetic resources;
  8. put institutional policies or other measures in place which assure that the mBRC staff act with due diligence and in full compliance with applicable national and international ABS law and regulatory requirements, in all collection management activities, when collecting new biological materials during field work, or conducting research;
  9. inform stakeholders in general about their rights and obligations concerning ABS, where appropriate;
  10. share benefits arising from the utilization of the genetic resources by the mBRCs themselves, with the country of origin and other rightful stakeholders, in

accordance with the provisions of the Nagoya Protocol and applicable legislation or regulatory requirements, where appropriate, and including, but not limited to,

- a. adding value by generating new information on the characteristics of the genetic resources preserved in the mBRC's collections, and where appropriate make this information publicly available through scientific and popular publications and by adding information to open access data repositories;
- b. providing support to initiatives for the establishment of new ex situ collections in developing countries through collaborative research programs, training and other means of sharing expertise.

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## Annex 6

### MIRRI-ERIC Policy on Biorisk Assessment and Biosecurity Measures

Effective Biosecurity risk management is more than reliable and appropriate risk assessment. It also involves assigning responsibilities to members of staff and communication to (internal) staff and third parties (users). In this context awareness raising is the most fundamental basis for implementation of biosecurity and requires educational programs in the future in order to communicate broadly what biosecurity is and why biosecurity measures are demanded. MIRRI's policy will capture this and also address the issue in its training and education offer.

#### The key elements of the MIRRI-ERIC policy on biorisk management in mBRCs

1. Follow the relevant national law
  - a. adhere to the Code of Conduct on Biosecurity for BRCs
  - b. other comparable recognized standards
  - c. OECD Best Practice Guidelines on Biosecurity for BRCs
2. Follow the development of biosecurity implementation strategies and adjust practice accordingly;
3. Work in collaboration with MIRRI-ERIC and external partners towards developing and implementing protocols for adequate biosecurity risk assessment of holdings and normative compliance in MIRRI-mBRCs;
4. Offer available specific expertise to the MIRRI biosecurity expert cluster;
5. Work with national authorities to increase competence and advocate the establishment of national biosecurity offices and their international cooperation;
6. Work in collaboration with MIRRI-ERIC and external partners to strengthen the ethical basis for biosecurity in the scientific community;
7. Adopt existing or develop new educational tools to raise awareness among mBRC staff.

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## Annex 7

### MIRRI-ERIC Policy on Accession

One element of the MIRRI-ERIC mission is to acquire, curate and provide live microorganisms that are interesting or valuable to the scientific, educational and business communities to foster and support the development of basic and applied science. Based on a long tradition, individual European not-for-profit microbial domain Biological Resource Centres (mBRCs) were established to allow facilitated and legal access to resources worldwide, to add value to known and yet unknown microbial biodiversity and to exploit unknown sources and knowledge to discover and disclose for the bio-economy and bioscience.

The present content, scope and range of biodiversity within individual European mBRCs is due to the history of individual research projects and the history of national mandates of funding bodies. More than 450.000 microbial resources are presently housed in the MIRRI-ERIC Partner collections with annual uptakes between a few dozen to up to 1.200 strains, consisting of obligatory deposits of type and reference strains and non-mandatory accessions of research material deposited by scientists. As the acquisition of novel material is not harmonized among European partner collections a stringent accession policy is required to guide mBRC managers and curators to coordinate a most complete offer that will satisfy the demands of users whilst balancing the needs of the individual mBRCs and their stakeholders.

The MIRRI-ERIC accession decision matrix focuses on:

- 1) increasing taxonomic, metabolic, geographic, and ecological strain diversity;
- 2) reducing redundancy at lower ranks (i.e. avoiding the acquisition of genera, species and strains which are already well covered in other collections);
- 3) resources that have been published and deposited outside public (academic and industrial) collections;
- 4) resources which are in an actual focus of innovative science and research & development;
- 5) the provision of specialised collections, including consortia, for applications in bio-industry.

### MIRRI-ERIC decision making policy

According to the MIRRI-ERIC Partner Charter mBRC partners agree to a targeted accession of biological material to broaden the range of strains that are of high interest for bio-industry and bio-science; this being financially supported by the respective mBRC host country. The mBRC Directors Forum (Article 10 of the MIRRI Statutes), consisting of all directors of the signatory Partner-mBRCs of the MIRRI-ERIC, shall discuss and conclude on an annual update of the common accession policy and make adjustments when deemed necessary (e.g. new member mBRCs, or new taxa and properties described). These updates shall be included in the annual Work Program to allow the Executive Director of the Central Coordinating Unit to coordinate its implementation through national nodes.

It will be a task of the Central Coordinating Unit to develop a strategy to make the deposition of microbial resources included in scientific publications into mBRCs mandatory by liaising with publishers of scientific journals.

It will be the task of National Nodes to evaluate national academic research collections for the presence of valuable material worth depositing in public collections.

It will be the task of the Central Coordinating Unit, the National Nodes and of individual mBRCs to seek national and international funding opportunities to expand the infrastructure to broaden the range of accessions and to link data to resources.

### **Accession Priorities**

As the number of microbial strains cited and used in public research by academia and industry exceeds the maximal number of annual acquisition in public collections a pre-selection of available resources must be defined.

#### For Prokaryotes and fungi including yeasts:

- a) Metabolic uniqueness, based on the presence of a new pathway, modification of an existing pathway, metabolic differences compared to the type strain or novel products including any strains with demonstrated useful properties i.e. production of specific molecules, biopesticide, biofertilizer, degradation of specific compounds, etc. to facilitate biotech exploitation;

- b) Strains associated with significant or new plant and animal diseases in order to ensure reliable reference material is available for diagnostic services and activities;
- c) Strains from unexplored or extreme environments (e.g. naturally extreme environments, foodstuffs, polluted environments);
- d) Strains with potential for bioremediation or as soil health improvers;
- e) Strains from population studies, to further estimate biodiversity in various niche, environments, substrates etc.;
- f) Any strain associated to a complete (or partial) nuclear genome sequence (as a reference and/or as part of future population studies). This includes the genomic uniqueness criteria of the prokaryote list;
- g) Several strains of those species for which only the type strain has been described (to allow delineation of species and to find strains with opposite mating types for genetic experimentation and strain improvement); it is useful to deposit strains from the same locality as they may show differences in virulence and other biological properties. Similarly, subspecies, special forms and different races may often exhibit different and unique properties;
- h) Strains associated with significant or new plant and animal diseases in order to ensure reliable reference material is available for diagnostic services and activities;

Additional for Prokaryotes:

- i) Phylogenetic uniqueness, based on a cut-off point of  $\leq 98\%$  of 16S rRNA gene sequence from its nearest phylogenetic neighbor;
- j) Genomic uniqueness, such as significant differences ( $\geq 20\%$ ) in genome size, genome architecture or new regulatory mechanisms;
- k) Resources and parts thereof with fully sequenced genomes (microorganisms, phages, plasmids);

Additional for fungi including yeasts:

- l) (Ex-) type strains of novel taxa – currently there is not a mandatory process for storing living cultures of the dead dried reference material for fungal types;



- m) Phylogenetic uniqueness, based on significant differences in the various phylogenetic markers defined for yeasts and fungi (e.g. ITS, D1/D2, SSU, LSU, EF1-alpha, tubulin, etc.);

Selection criteria for the accessioning of microbial resources not listed above but falling into the MIRRI portfolio of resources shall be defined by members of the mBRC Directors Forum.

**Reasons for not accepting a strain (and not limited to):**

1. It is a duplicate of a strain already held in other MIRRI-ERIC collections (except type and reference strains);
2. Resources isolated after October 2014 where mandatory documentation as required by the Nagoya Protocol and national ABS measures (e.g. PIC, MAT) but not provided;
3. It is one of several isolates from the same location and the organism is not otherwise deemed interesting enough to have multiple strains;
4. A pure culture is contaminated with other microorganisms;
5. Strains with biosecurity or biosafety implications, or strains outside licensing remit of the mBRC.

**Terms and Conditions of Microbial Resource Accession and Discarding**

'Accessions are subject to the terms and conditions of the accepting mBRCS, and may include restrictions related to biosafety and biosecurity of national or institutional relevance.

Potential depositors must acknowledge and agree that accepting or not accepting a microbial resource for accession into MIRRI-ERIC partner mBRC shall be within the sole and exclusive discretion of the respective partner mBRC. Strains will only be accepted if the depositors have undertaken due diligence with respect to the Nagoya protocol of the CBD with evidence provided for prior informed consent and mutually agreed terms where needed.

Furthermore, the discarding of a microbial resource currently being stored/maintained by the MIRRI-ERIC partner mBRCs is also within the sole and exclusive discretion of

the partner mBRC though the respective authority in the country of origin will be consulted beforehand.

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